



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, OCTOBER 18, 2021**

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

WORK SESSION – 6:30 P.M.

Call to Order

- A. Discuss regular session agenda items**
- B. Receive an update concerning SEDC projects**
- C. Receive an update concerning Lakey Rd. project**
- D. Receive an update concerning Criminal Justice Division Grant**

Adjourn

REGULAR SESSION - 7:00 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

Mayor's Report

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

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

- 1. Consider approving City Council Meeting minutes for October 4, 2021 (City Secretary)**

- 2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the City Manager to enter into a Service Agreement with Motorola Solutions (“Motorola”) approving the terms and conditions of the Agreement between the City of Seagoville and Motorola which is attached hereto as Exhibit “A”; repealing all Resolutions in conflict; providing an effective date – Annual Agreement (Police Support Services Manager)**
- 3. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to enter into an Annual Agreement (also referred to as the Work Order) attached hereto as Exhibit “A” with the City of Garland, Texas (“Garland”) in accordance with and governed by the Master Interlocal Radio Service Agreement between the City of Seagoville and Garland; repealing all Resolutions in conflict; providing an effective date – Annual Agreement (Police Support Services Manager)**
- 4. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving an Agreement for Professional Services on a Task Order Basis for Assistance with the City’s Storm Water Management Plan as set forth in Exhibit “A” and Task Order Authorization No. 1, which is attached thereto as Exhibit “A”, in an amount to exceed Sixty Six Thousand Three Hundred Sixty Dollars and Zero Cents (\$66,360.00); authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date – Annual Agreement (Public Works Director)**
- 5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Task Order Basis for On-Call Consultation Services related to Water and Wastewater Engineering Services as set forth in Exhibit “A”, and Exhibit “A” attached thereto, in an amount not to exceed Sixty Thousand Dollars (\$60,000); authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date – Annual Agreement (Public Works Director)**
- 6. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Defined Scope of Services Basis ("Agreement") with Halff Associates, Inc. for Engineering Services related to Development Plan Review Assistance, which is attached hereto as Exhibit "A", in an amount not to exceed \$39,500.00; authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date – Annual Agreement (Community Development Director)**

REGULAR AGENDA-

- 7. 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 GG Texas, LLC as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)**
- 8. Discuss and consider the Chamber of Commerce hosting a street dance on Kaufman St. in November, 2021 (Chamber of Commerce)**
- 9. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a five-year Professional Services Agreement with OpenGov, Inc., a Delaware for Profit Corporation, providing for a one-time professional services charge of \$120,125.00 in year one and an annual software services fee of \$79,867.00 and authorizing the City Manager to execute the Agreement and any other related and necessary documents and to disburse the funds required therefor; providing a severability clause; providing a repealing clause; and providing an effective date (Finance Director)**
- 10. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Pre-Development and Professional Services Reimbursement Agreement by and between the City of Seagoville, Texas, and TCCI Taylor Farms 2021 LLC; and providing for an effective date (City Attorney)**
- 11. Discuss and consider approving an Ordinance of the City of Seagoville, Texas providing for "all way stop sign" to be installed at the intersection of Hall Road and Judy Lane; authorizing the City Manager or designee to cause the appropriate signage to be erected; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense; providing for publication; and providing an effective date (Councilmember Hernandez)**
- 12. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances, Chapter 13, Offenses and Nuisances, by adding a new Article 13.12 "Landscape Maintenance on Commercial Property"; providing for the repeal of all ordinances in conflict; providing a severability clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2000.00) for each offense; and providing an effective date (Councilmember Hernandez)**

13. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances, Chapter 11, Health and Sanitation”, Article 11.03, “Unsanitary or Unsightly Conditions on Private Premises”, by amending Section 11.03.003 “Weeds, Grass and Brush”; providing for the repeal of all Ordinances in conflict; providing a severability clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date (Councilmember Howard)

14. 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 GG Texas, LLC as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)

15. Discuss and consider approving a Resolution of the City Council ratifying and approving the Seagoville Economic Development Corporations expenditure of \$22,000.00 to Monster Splash Art for the installation of a wooden wall and the painting thereon of said mural as described and depicted in Exhibit “A” hereto and authorizing the City Manager/Executive Director to disburse said funds and execute any necessary documents for the project; providing for a severability clause; and providing an effective date (City Manager)

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

17. 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.

18. Recess into Executive Session

Council will recess into executive session pursuant to Texas Government Code:

- A. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager**
- B. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary**
- C. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Attorney**
- D. § 551.071. Consultation with City Attorney: receive legal advice related to Public Safety Requirements regarding LaPulga Seagoville.**

19. Reconvene Into Regular Session

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

- A. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager**
- B. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary**
- C. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Attorney**
- D. § 551.071. Consultation with City Attorney: receive legal advice related to Public Safety Requirements regarding LaPulga Seagoville.**

Adjourn

Posted Friday, October 15, 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, November 1, 2021 Regular Council Meeting**
- **Monday, November 15, 2021 Regular Council Meeting**
- **Monday, December 6, 2021 Regular Council Meeting**
- **Monday, December 20, 2021 Regular Council Meeting**

Consent Session Agenda Item: 1

Meeting Date: October 18, 2021

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes for October 4, 2021.

BACKGROUND OF ISSUE:

Approve City Council Meeting minutes for October 4, 2021.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

October 4, 2021 Work Session Meeting Minutes
October 4, 2021 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
OCTOBER 4, 2021**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, October 4, 2021, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Police Captain Steve Davis, Police Sergeant Tim Talley, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Public Works Director Chris Ryan, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

A. Discuss Regular Session Agenda Items

1. Consider approving City Council Meeting minutes for September 20, 2021 (City Secretary)

No questions.

2. Consider approving a Resolution of the City of Seagoville, Texas designating the Daily Commercial Record as the official newspaper for the City of Seagoville, Texas; providing for repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date (City Secretary)

City Secretary Jackson explained this Resolution designates the Daily Commercial Record as the official newspaper for the City of Seagoville. She also stated it meets all state requirements to be designated as the official newspaper.

12. Discuss and consider approving an Ordinance of the City of Seagoville, Texas providing for "all way stop sign" to be installed at the intersection of Hall Road and Judy Lane; authorizing the City Manager or designee to cause the appropriate signage to be erected; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense; providing for publication; and providing an effective date (Councilmember Hernandez)

Mayor Pro Tem Fruin stated he spoke with Councilmember Hernandez prior to the meeting and Councilmember Hernandez stated he would like to table this item to future Council Agenda when he is able to attend.

13. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of Three 2022 Chevrolet Tahoe Police Vehicles at a total cost of \$228,974.52 from Holiday Chevrolet; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date (Police Chief)

Police Chief Calverley explained this Resolution authorizes the purchase of Three 2022 Chevrolet Tahoe Police Vehicles at the total cost of \$228,974.52.

City Manager Stallings stated the rest of the Agenda Items will be heard during the Regular Session.

B. Receive a presentation concerning National Night Out

Police Sergeant Talley presented the history and goals of National Night Out. He also stated National Night Out in the City of Seagoville will be held tomorrow, Tuesday, October 5, 2021 from 6:00 p.m. to 9:00 p.m.

C. Receive an update concerning Public Works

Public Works Director Ryan presented pictures and provided an update concerning Public Works projects.

Adjourned 6:51 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
OCTOBER 4, 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, October 4, 2021, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Police Captain Steve Davis, Police Sergeant Tim Talley, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Public Works Director Chris Ryan, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

Invocation – *Invocation was led by Councilmember Magill.*

Pledge of Allegiance – *Pledge of Allegiance was led by Mayor Pro Tem Fruin.*

Proclamation – Kids Place Learning Center – *Mayor Pro Tem Fruin presented a Proclamation to Kids Place Learning Center.*

Recognition – Texas Police Chiefs Association Foundation Recognition and Accreditation – *Sunnyvale Police Chief Hawkes presented the Texas Police Chiefs Association Foundation Recognition and Accreditation.*

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 September 20, 2021 (City Secretary)**

- 2. Consider approving a Resolution of the City of Seagoville, Texas designating the Daily Commercial Record as the official newspaper for the City of Seagoville, Texas; providing for repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date (City Secretary)**

Motion to approve Consent Agenda as read – Magill, seconded by Howard; motion passed with all ayes. 3/0

REGULAR AGENDA-

- 3. Conduct a public hearing to change the zoning from “LR” Local Retail to “LR-SUP” Local Retail with a Special Use Permit, for a tobacco store, subject to special conditions on approximately 0.386± acres located at 611 North U.S. Highway 175, being described as Tracts L, M, and the East Half of Lot 2 in the Town & Country Shopping Center Revised, in the City of Seagoville, Texas (Community Development Director)**

*Mayor Pro Tem Fruin opened the public hearing at 7:11 p.m.
Property owner, Alex Naji stated he is hoping for approval.
Mayor Pro Tem Fruin closed the public hearing at 7:11 p.m.*

- 4. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from “LR” Local Retail to “LR-SUP” Local Retail with a Special Use Permit, for a tobacco store, subject to special conditions on approximately 0.386± acres located at 611 North U.S. Highway 175, being described as Tracts L, M, and the East Half of Lot 2 in the Town & Country Shopping Center Revised, in the City of Seagoville, Texas; providing for special conditions; providing for the repeal of all Ordinances in conflict; providing a severability clause; providing for a penalty fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date (Community Development Director)**

Councilmember Magill asked Community Development Director Barr to speak concerning this item.

Community Development Director Barr stated this Ordinance amends the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from “LR Local Retail to “LR-SUP” Local Retail with a Special Use Permit, for a tobacco store, subject to special conditions on approximately 0.386± acres located at 611 North U.S. Highway 175.

Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from “LR” Local Retail to “LR-SUP” Local Retail with a Special Use Permit, for a tobacco store, subject to special conditions on approximately 0.386± acres located at 611 North U.S. Highway 175, being described as Tracts L, M, and the East Half of Lot 2 in the Town & Country Shopping Center Revised, in the City of Seagoville, Texas; providing for special conditions; providing for the repeal of all Ordinances in conflict; providing a severability clause; providing for a penalty fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date – Magill, seconded by Epps; motion passed with all ayes. 3/0

5. Conduct a public hearing concerning a change in the zoning from R-5, Residential-5, to LM, Light Manufacturing, on approximately 3.988± acres described as Tracts 19 and 19.1 in the Herman Heider Abstract, replatted as Lot 1, Block 1 of the AMC Concrete Haulers Addition, commonly referred to as 211 West Simonds Road in the City of Seagoville, Dallas County, Texas (Community Development Director)

Mayor Pro Tem Fruin opened the public hearing at 7:16 p.m.

No one spoke for or against.

Mayor Pro Tem Fruin closed the public hearing at 7:17 p.m.

6. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a change in zoning from R-5, Residential-5, to LM, Light Manufacturing, on approximately 3.988± acres described as Tracts 19 and 19.1 in the Herman Heider Abstract, replatted as Lot 1, Block 1 of the AMC Concrete Haulers Addition, commonly referred to as 211 West Simonds Road in the City of Seagoville, Dallas County, Texas, and being depicted and legally described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date (Community Development Director)

Councilmember Magill asked Community Development Director Barr to speak concerning this item.

Community Development Director Barr stated this item amends the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a change in zoning from R-5, Residential-5, to LM, Light Manufacturing, on approximately 3.988± acres described as Tracts 19 and 19.1 in the Herman Heider Abstract, replatted as Lot 1, Block 1 of the AMC Concrete Haulers Addition, commonly referred to as 211 West Simonds Road in the City of Seagoville.

Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a change in zoning from R-5, Residential-5, to LM, Light Manufacturing, on approximately 3.988± acres described as Tracts 19 and 19.1 in the Herman Heider Abstract, replatted as Lot 1, Block 1 of the AMC Concrete Haulers Addition, commonly referred to as 211 West Simonds Road in the City of Seagoville, Dallas County, Texas, and being depicted and legally described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date – Magill, seconded by Howard; motion passed with all ayes. 3/0

7. Conduct a public hearing on a change in the zoning from R-5/LM, Residential-5/Light Manufacturing, to O/LM, Office/Light Manufacturing, on an approximately 4± acres described as Tract 59 in the John D. Merchant Abstract, commonly referred to as 615 North Kaufman Street in the City of Seagoville, Dallas County, Texas (Community Development Director)

Mayor Pro Tem Fruin opened the public hearing at 7:20 p.m.

No one spoke for or against.

Mayor Pro Tem Fruin closed the public hearing at 7:20 p.m.

8. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a change in zoning from R-5/LM, Residential-5/Light Manufacturing, to O/LM, Office/Light Manufacturing, on an approximately 4± acres described as Tract 59 in the John D. Merchant Abstract, commonly referred to as 615 North Kaufman Street in the City of Seagoville, Dallas County, Texas, and being depicted and legally described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date (Community Development Director)

Councilmember Magill asked Community Development Director Barr to speak concerning this item.

Community Development Director Barr stated this Ordinance amends the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a change in zoning from R-5/LM, Residential-5/Light Manufacturing, to O/LM, Office/Light Manufacturing, on an approximately 4± acres described as Tract 59 in the John D. Merchant Abstract, commonly referred to as 615 North Kaufman Street in the City of Seagoville.

Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a change in zoning from R-5/LM, Residential-5/Light Manufacturing, to O/LM, Office/Light Manufacturing, on an approximately 4± acres described as Tract 59 in the John D. Merchant Abstract, commonly referred to as 615 North Kaufman Street in the City of Seagoville, Dallas County, Texas, and being depicted and legally described by metes and bounds in Exhibit "A", attached hereto and incorporated herein; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date – Epps, seconded by Magill; motion passed with all ayes. 3/0

9. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to provide asphalt road work on Lakey Road for compensation in an amount not to exceed Ninety-One Thousand Seven Hundred Thirty Dollars and Eighty Cents (\$91,730.80) as set forth in Exhibit A, attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Public Works Director)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to provide asphalt road work on Lakey Road for compensation in an amount not to exceed Ninety-One Thousand Seven Hundred Thirty Dollars and Eighty Cents (\$91,730.80) as set forth in Exhibit A, attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date – Howard, seconded by Magill; motion passed with all ayes. 3/0

10. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to provide asphalt road work on Barry Drive for compensation in an amount not to exceed One Hundred Twelve Thousand Two Hundred Dollars and Eighty-Eight Cents (\$112,200.88) as set forth in Exhibit A, attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Public Works Director)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to provide asphalt road work on Barry Drive for compensation in an amount not to exceed One Hundred Twelve Thousand Two Hundred Dollars and Eighty-Eight Cents (\$112,200.88) as set forth in Exhibit A, attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date – Howard, seconded by Magill; motion passed with all ayes. 3/0

11. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to provide asphalt road work on West Malloy Bridge Road for compensation in an amount not to exceed One Hundred Thirty Eight Thousand Six Hundred Fifty Five Dollars and Twenty Cents (\$138,655.20) as set forth in Exhibit A, attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Public Works Director)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to provide asphalt road work on West Malloy Bridge Road for compensation in an amount not to exceed One Hundred Thirty Eight Thousand Six Hundred Fifty Five Dollars and Twenty Cents (\$138,655.20) as set forth in Exhibit A, attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date – Howard, seconded by Magill; motion passed with all ayes. 3/0

12. Discuss and consider approving an Ordinance of the City of Seagoville, Texas providing for "all way stop sign" to be installed at the intersection of Hall Road and Judy Lane; authorizing the City Manager or designee to cause the appropriate signage to be erected; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense; providing for publication; and providing an effective date (Councilmember Hernandez)

Mayor Pro Tem Fruin stated this item will be tabled to a future Agenda.

13. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of Three 2022 Chevrolet Tahoe Police Vehicles at a total cost of \$228,974.52 from Holiday Chevrolet; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date (Police Chief)

Motion to approve a Resolution of the City of Seagoville, Texas, authorizing the purchase of Three 2022 Chevrolet Tahoe Police Vehicles at a total cost of \$228,974.52 from Holiday Chevrolet; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date – Epps, seconded by Magill; motion passed with all ayes. 3/0

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

None.

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

Councilmember Magill stated he would like to engage citizens to help concerning refuse and dumping around the City of Seagoville.

Councilmember Epps stated he would a stop sign installed at Wooley and Myers. Public Works Director Ryan stated a stop sign was installed at that location but was removed during construction. He also stated he would order and install a new stop sign again at that location.

16. Recessed into Executive Session at 7:32 p.m.

Council will recess into executive session pursuant to Texas Government Code:

A. § 551.071. Consultation with City Attorney: receive legal advice related to Public Safety Requirements regarding LaPulga Seagoville.

17. Reconvened Into Regular Session at 7:44 p.m.

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

A. § 551.071. Consultation with City Attorney: receive legal advice related to Public Safety Requirements regarding LaPulga Seagoville.

No action taken.

Adjourned at 7:44 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Consent Session Agenda Item: 2

Meeting Date: October 18, 2021

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the City Manager to enter into a Service Agreement with Motorola Solutions (“Motorola”) approving the terms and conditions of the Agreement between the City of Seagoville and Motorola which is attached hereto as Exhibit “A”; repealing all Resolutions in conflict; providing an effective date.

BACKGROUND OF ISSUE:

The Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer for maintenance, support, and services under a Motorola Service Agreement; and customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement; and Motorola will provide the Services described in this Agreement; and this Agreement will renew, for an additional one (1) year term on every anniversary of the state date; and for and in consideration of the mutual benefits and obligations set forth in this Agreement, attached as Exhibit A and fully incorporated herein.

FINANCIAL IMPACT:

The amount of this Service Agreement is \$35,636.40 and has been budgeted in this fiscal year 2021-2022 under Support Services.

RECOMMENDATION:

N/A

EXHIBITS:

Resolution
Agreement

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGOVILLE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH MOTOROLA SOLUTIONS (“MOTOROLA”) APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN THE CITY OF SEGOVILLE AND MOTOROLA WHICH IS ATTACHED HERETO AS EXHIBIT “A”; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Motorola Solutions (“Motorola”) is willing to provide the maintenance, support and services identified on the Service Agreement (the “Agreement”) attached hereto as Exhibit “A” for a period of one year, with the Agreement to renew automatically on each annual anniversary date, with adjustments by Motorola to the pricing under the Agreement on each anniversary date, unless a party provides notice of intent not to renew; and

WHEREAS, City staff recommend approval of the Service Agreement, including the Maintenance Terms and Conditions thereto;

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

SECTION 1. The City Council hereby approves the Service Agreement with Motorola Solutions attached hereto as Exhibit “A” and authorizes the City Manager to execute the same.

SECTION 2. Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Seagoville, Texas, on this the 18th day of October 2021.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney



SERVICE AGREEMENT

500 W Monroe Street
 Chicago, IL. 60661
 (888) 325-9336

Quote Number : QUOTE-1480882
 Contract Number: USC000101457
 Contract Modifier: R02-JUN-21 14:35:23

Date: 06/02/2021

Company Name: SEAGOVILLE, CITY OF Attn: Billing Address: 702 N HWY 175 City, State, Zip: Seagoville , TX, 75159 Customer Contact: Christine Wirth Phone: 972 287 6834
--

Required P.O. :
 Customer # : 1035278622
 Bill to Tag # :
 Contract Start Date : 01-Oct-2021
 Contract End Date : 30-Sep-2022
 Anniversary Day : Sep 30th
 Payment Cycle : ANNUALLY
 PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES --- SUAII - UO DESIGN --- SUAII - UO FIELD	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING --- SUAII - IMPLEMENT TRAINING	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING --- SUAII - IMPACT TRAINING	\$0.00
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH --- CUST TECH DISPATCH	\$447.76
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II --- SMA --- SUAII - MOTO HDW --- SUAII - NONMOTO HDW	\$14,427.44
	LSV01S01106A	ASTRO SYSTEM ESSENTIAL PACKAGE --- REPAIR AND RETURN --- SECURITY UPDATE SERVICE --- SYSTEM TECH SUPPORT --- ADVANCE EXCHANGE	\$11,049.51
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD --- NW MONITORING-CTD	\$3,039.14
	SVC01SVC0140A	REMOTE SUS --- REMOTE SUS MGT	\$872.61
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC --- SUAII - FIELD ENG --- SUAII - LABOR NONSTD HW --- SUAII - PM	\$696.91



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1480882
Contract Number: USC000101457
Contract Modifier: R02-JUN-21 14:35:23

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC0053A	--- SUAI - ST ASTRO NETWORK SECURITY MONITORING CTD	\$1,578.63
	LSV01S01034A	--- SECURITY MONITORING-CTD ASTRO DMS ADVANCED RM	\$3,524.40
	LSV03S02047A	--- RC/RM TECH SUPPORT --- RM 2.0 SW LICENSE ASTRO DMS ON-PREM --- DEVICE PRGMG UPDATES	\$0.00
		Subtotal - Recurring Services	\$2,969.70
		Subtotal - One-Time Event Services	\$0.00
		Total	\$2,969.70
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

Cody Benningfield 512-202-2162

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name : SEAGOVILLE, CITY OF
Contract Number : USC000101457
Contract Modifier : R02-JUN-21 14:35:23
Contract Start Date : 01-Oct-2021
Contract End Date : 30-Sep-2022

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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates provided Motorola has provided written notice of the proposed adjusted price of Services to Customer not less than sixty (60) days in advance of the anniversary of the start date of this Agreement.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018

Consent Session Agenda Item: 3

Meeting Date: October 18, 2021

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to enter into an Annual Agreement (also referred to as the Work Order) attached hereto as Exhibit "A" with the City of Garland, Texas ("Garland") in accordance with and governed by the Master Interlocal Radio Service Agreement between the City of Seagoville and Garland; repealing all Resolutions in conflict; providing an effective date.

BACKGROUND OF ISSUE:

Garland and Seagoville are political subdivisions within the State of Texas, and each is engaged in the provision of governmental services for the benefit of its citizens; and both Garland and Seagoville are home rule municipalities as allowed by Tex. Const. Art. 5; and the Interlocal Cooperation Act, Tex. Gov't Code Ann. 791.001 et seq. (the "Act"), provides authority for local governments of the State of Texas to enter into interlocal agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and Garland and Seagoville are local governments as that term is defined in the Act and this Master Agreement is being entered into pursuant to and under the authority of the Act; and municipalities own and operate radio systems and other public safety communication devices for the purpose of providing radio communications in support of their governmental operations; and the municipal radio systems and public safety communications devices periodically need repairs, upgrades, and routine maintenance; and in order to provide dependable/mission-critical radio service for use by each of the Cities and their respective users, Garland and Seagoville desire to enter into this Master Agreement to provide maintenance and repair services for said radio systems and public safety devices used by the Cities and their respective users, as such radio system coverage is essential and a necessary component of providing certain vital government services by each respective City, including, without limitation, police, fire, emergency medical and public works protection provided by each City to ensure safe, effective and efficient communications, and to benefit the greatest number of citizens both now and in the future; and this Master Agreement memorializes the agreement between the Cities regarding the maintenance and repair of the radio system and other public safety devices.

FINANCIAL IMPACT:

The amount of this Service Agreement is \$34,275.00 and has been budgeted in this fiscal year 2021-2022 under Support Services.

RECOMMENDATION:

N/A

EXHIBITS:

Resolution
Agreement

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ANNUAL AGREEMENT (ALSO REFERRED TO AS THE WORK ORDER) ATTACHED HERETO AS EXHIBIT “A” WITH THE CITY OF GARLAND, TEXAS (“GARLAND”) IN ACCORDANCE WITH AND GOVERNED BY THE MASTER INTERLOCAL RADIO SERVICE AGREEMENT BETWEEN THE CITY OF SEAGOVILLE AND GARLAND; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Garland and Seagoville entered into a Master Interlocal Radio Service Agreement (“Master Agreement”) on or about November 8, 2020; and

WHEREAS, under the terms of that Master Agreement, the Cities will enter into an annual agreement, also referred to as the Work Order, to identify the scope of the work and cost thereof for the each fiscal year; and

WHEREAS, the Cities have negotiated the Work Order, attached hereto as Exhibit “A”, to cover 2021-2022 fiscal year, with the amounts that would be due thereunder having been included in the City’s 2021-2022 budget;

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

SECTION 1. The City Council hereby approves the annual agreement or Work Order with the City of Garland attached hereto as Exhibit “A” for Fiscal Year 2021-2022, said Work Order being governed by and made in accordance with the Master Interlocal Radio Service Agreement between the City of Seagoville and the City of Garland and further authorizes the City Manager to execute the Work Order on behalf of the City of Seagoville.

SECTION 2. Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Seagoville, Texas, on this the 18th day of October 2021.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney

**WORK ORDER SUBJECT TO THE TERMS AND CONDITIONS
OF MASTER INTERLOCAL RADIO SERVICES AGREEMENT**

This Work Order Subject to the Terms and Conditions of the Master Interlocal Radio System Service Agreement (the “Work Order”) is entered into between the City of Garland, Texas (“Garland”) and the City of Seagoville, Texas, (“Seagoville”) (individually, Garland and Seagoville are also referred to as a “Party,” collectively, referred to herein as the “Cities” or “Parties”).

WHEREAS, Garland and Seagoville entered into a Master Interlocal Radio Service Agreement (“Master Agreement”) on or about November 8, 2020; and

WHEREAS, the Cities desire to identify the scope of the work and cost thereof for the 2021-2022 fiscal year;

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations set forth in this Work Order, the Cities agree as follows:

2021.001 Incorporation by reference. This Work Order is subject to the terms and conditions of the Master Agreement, the terms of which are incorporated herein by reference.

2021.002 Duration. This Work Order shall be in effect from midnight, October 1, 2021, through 11:59 p.m., September 30, 2022.

2021.003 Services provided. During the pendency of this Work Order, Garland agrees to provide the services described in Articles 2 and 3 of the Master Agreement.

2021.004 Fees. Seagoville shall pay Garland for these services as follows:

(a) **Subscriber fees.** Seagoville shall pay Garland Five and No/100 Dollars (\$5.00) per month for each mobile, portable, and control station subscriber. Additional Subscribers may be added at any time by paying this fee in full.

Subscriber Technical Support	\$6,900
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(b) **Covered Services.** Seagoville agrees to pay Garland the lump sum of Sixteen thousand, Five hundred Dollars and Zero Cents (\$16,500.00) for the remaining Covered Services, said payment to be made on or before November 15, 2021. The Parties agree that, pursuant to the Master Agreement, the term “Covered Services” applies only to the labor necessary to troubleshoot and repair the Covered Equipment, and specifically excludes equipment, parts, and Consumables necessary for repairs and maintenance. These items, as well as any shipping and handling fees Garland incurs in sending any Covered Equipment or Subscriber Radios to the manufacturer for repairs (and any manufacturer fees, including shipping and handling fees, for any out-of-warranty repair work) shall be invoiced to Seagoville on a periodic basis.

On-Site Infrastructure Technical Support	\$9,500.00
On-Site FSA Technical Support	\$1,000.00
On-Site Microwave Technical Support	\$4,000.00
On-Site Infrastructure Preventive Maint.	<u>\$2,000.00</u>
Total	\$16,500.00

(c) **Special Project rate.** Pursuant to Section 4.03(c) of the Master Agreement, for any Special Project approved by Seagoville during the pendency of this Work Order, Garland shall charge Seagoville the rate of Eighty-five Dollars (\$85) per hour, with one hour minimum, for work performed on that Special Project, plus any applicable expenses for shipping and handling fees, equipment, parts, and Consumables necessary for repairs and maintenance. Garland shall invoice Seagoville for these fees and expenses on a periodic basis.

EXECUTED this ____ day of _____, 2021.

CITY OF GARLAND, TEXAS

 Bryan Bradford
 City Manager

Approved as to form:

 Stephen M. Hines
 Sr. Assistant City Attorney

EXECUTED this ____ day of _____, 2021.

CITY OF SEAGOVILLE, TEXAS

 Patrick Stallings
 City Manager

Approved as to form:

 Ray Calverley
 Police Chief

Consent Session Agenda Item: 4

Meeting Date: October 18, 2021

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving an Agreement for Professional Services on a Task Order Basis for Assistance with the City's Storm Water Management Plan as set forth in Exhibit "A" and Task Order Authorization No. 1, which is attached thereto as Exhibit "A", in an amount to exceed Sixty Six Thousand Three Hundred Sixty Dollars and Zero Cents (\$66,360.00); authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date

BACKGROUND OF ISSUE:

The City of Seagoville has contracted with HALFF Associates, Inc., for its Storm Water Maintenance Plan and various other water and wastewater engineering issues. The services of a full-time engineer are not feasible at this point; however, staff finds it necessary many times throughout the year to consult with various professionals to ensure the best possible service for our community is provided. Approval of this Agenda Item, will ensure that staff will have the ability to consult with extremely competent engineering professionals in the area of Storm water to ensure that we make the best possible decisions for our residents, businesses and visitors to our community.

FINANCIAL IMPACT:

Approved FY2021 Budget \$66,360.00 for Storm Water Management.

EXHIBITS

Resolution – Approving agreement for Professional Services on a Task Order Basis for Assistance with the City's Storm Water Management Plan

Agreement for Professional Services on a Task Order Basis for Assistance with the City's Storm Water Management Plan

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ____ - R - 2021

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS FOR ASSISTANCE WITH THE CITY'S STORM WATER MANAGEMENT PLAN AS SET FORTH IN EXHIBIT "A" AND TASK ORDER AUTHORIZATION NO. 1, WHICH IS ATTACHED THERETO AS EXHIBIT "A", IN AN AMOUNT NOT TO EXCEED SIXTY SIX THOUSAND THREE HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$66,360.00); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, City is in need of assistance with various aspects of its Storm Water Management Plan; and

WHEREAS, Engineer has provided a proposal for professional engineering services on a task order basis, and has also provided a proposal for Task Order Authorization No. 1, to include services related to the City's Storm Water Management Plan; and

WHEREAS, the City Council for the City of Seagoville, Texas finds it to be in the best interest of the City of Seagoville to approve the Professional Services Agreement with Halff Associates, Inc for engineering services on a task order basis, and to approve Task Order Authorization No. 1 in an amount not to exceed Sixty-Six Thousand Three Hundred Sixty Dollars and no cents (\$66,360), and authorizes the City Manager to execute the same;

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

Section 1. The City Council hereby approves the agreement for Professional Engineering Services on a Task Order Basis for assistance with the City's Storm Water Management Plan as set forth in Exhibit "A" and Task Order Authorization No. 1, which is attached thereto as Exhibit "A", in an amount not to exceed Sixty-Six Thousand Three Hundred Sixty Dollars and no cents (\$66,360) and hereby authorizes the City Manager to execute said Agreement.

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

Section 3. That if any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such

judgement or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

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

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this 18th day of October, 2021.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney



October 12, 2021
37392.003

Chris Ryan
Director of Utilities
City of Seagoville
702 N Highway 175
Seagoville, Texas 75159

RE: MS4 Engineering Services – Contract

Dear Mr. Ryan:

Halff is pleased to provide this contract to provide professional engineering services to perform MS4 Stormwater engineering services as needed for the City of Seagoville.

Attached to this letter are two originals of the following documents:

- Halff's Standard Agreement for Professional Engineering Services (four pages)
- Exhibit A - Proposed Scope of Work and Fee (one page)
- Exhibit B - Billing Rates

If these documents meet your approval, please sign the Standard Agreement, and return a complete signed original to us for our records.

Please contact me if you have any questions or need any additional information.

Respectfully Submitted,
HALFF ASSOCIATES, INC.

A handwritten signature in black ink that reads "Timothy E. Lackey".

Timothy E. Lackey, PE
Vice President

Attachments (2)

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XVIII. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF THE CLIENT'S PROJECT IS OMITTED FROM THE ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, THE CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR

OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN THE ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, THE ENGINEER WILL BE RESPONSIBLE, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (III) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT CONTRACTOR PROVIDED UNIT PRICING THE CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

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

XIX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

HALFF ASSOCIATES, INC.

By: *Timothy E Lackey*
Signature
Timothy E Lackey
Printed Name
Vice President
Title
10/12/2021
Date

CLIENT: CITY OF SEAGOVILLE, TEXAS

By: _____
Signature

Printed Name

Title

Date

EXHIBIT A
City of Seagoville, Texas
Task Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.
Task Order Authorization No. 1
FY 2022 Seagoville SWMP Implementation Assistance
October 6, 2022

The City of Seagoville has requested that Halff assist the City with implementation of its Storm Water Management Plan (SWMP) to meet the requirements of the small Municipal Separate Storm Sewer System (MS4) permit. Halff Associates will perform the following proposed services under the terms and conditions described in the **Agreement for Professional Engineering Services on a Task Order Basis (Agreement)**, dated _____, between Halff Associates and the City of Seagoville.

<p>Scope of Work:</p>	<p><u>Provide general engineering consultation to the City of Seagoville in FY 2022 at the City's request for Stormwater Permit, MS4 compliance, and other Stormwater related matters.</u></p> <p><u>Typical Efforts may include:</u></p> <ol style="list-style-type: none"> 1. Council Presentation - Provide an update of Seagoville's stormwater management plan to City Council. 2. Staff Meetings – Lead meetings with City staff to review SWMP implementation requirements and schedule, BMP goals, responsibilities, and progress. Review and provide feedback for activities in progress. 3. Provide ongoing support and guidance throughout the year outside of regularly scheduled meetings. 4. Assist in development of public education and outreach materials 5. MS4 Map Updates <ul style="list-style-type: none"> - Compile relevant storm pipe system data from existing records. - Update MS4 Map in GIS and provide hard copy maps. 6. MCM 2, Illicit Discharge Detection <ul style="list-style-type: none"> - Provide assistance in dry-weather screening (BMP 2.7) 7. Prepare Annual Report. This report will document stormwater management activities conducted during the permit term
<p>Deliverables:</p>	<p><u>Typical Deliverables may include:</u></p> <ol style="list-style-type: none"> 1. Updated MS4 Map 2. Illicit Discharge Detection Documents 3. Annual Report

**EXHIBIT A
City of Seagoville, Texas
Task Order Authorization Agreement
For**

Professional Engineering Services with Halff Associates, Inc.

Items Furnished by City:	<u>Typical Items may include:</u> 1. Records, logs, documentation of stormwater activities performed.
Schedule:	As Needed
Fees:	This Task will be billed on a time and materials basis in accordance with the Agreement. The proposed budget for these services is as follows: Work Order #1 Total: \$ 66,360.00

Submitted:
HALFF ASSOCIATES, INC.

Approved:
CITY OF SEAGOVILLE, TEXAS

By: 
Signature

By: _____
Signature

Timothy E Lackey, PE
Printed Name

Patrick Stallings
Printed Name

Vice President
Title

City Manager
Title

October 6, 2021
Date

Date

EXHIBIT B

Labor Category	Level	Billing
		Rates
Architect	I	95.00
	II	108.00
	III	174.00
	IV	218.00
	V	337.00
Engineer	I	115.00
	II	146.00
	III	207.00
	IV	243.00
	V	350.00
Scientist	I	94.00
	II	129.00
	III	170.00
	IV	196.00
	V	350.00
Landscape/ Planner	I	88.00
	II	123.00
	III	147.00
	IV	203.00
	V	350.00
Surveyor	I	104.00
	II	121.00
	III	145.00
	IV	188.00
	V	277.00
Field Tech	I	69.00
	II	88.00
	III	109.00
	IV	141.00
	V	175.00
Office Tech	I	69.00
	II	87.00
	III	114.00
	IV	136.00
	V	286.00
Administrative	I	69.00
	II	88.00
	III	114.00
	IV	146.00
	V	330.00
Specialist	I	95.00
	II	129.00
	III	175.00
	IV	223.00
	V	345.00
Intern		69.00

revised 10/07/2021

Consent Session Agenda Item: 5

Meeting Date: October 18, 2021

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Task Order Basis for On-Call Consultation Services related to Water and Wastewater Engineering Services as set forth in Exhibit “A”, and Exhibit “A” attached thereto, in an amount not to exceed Sixty Thousand Dollars (\$60,000); authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville has contracted with HALFF Associates, Inc., for an on-call consultation services and various other water and wastewater engineering issues. The services of a full-time engineer are not feasible at this point; however, staff finds it necessary many times throughout the year to consult with various professionals to ensure the best possible service for our community is provided. Approval of this agenda item will ensure that staff will have the ability to consult with extremely competent engineering professionals in the area of water and wastewater services to ensure that we make the best possible decisions for our residents, businesses and visitors to our community.

FINANCIAL IMPACT:

Approved FY2021 Budget for professional services on a task order basis.

EXHIBITS:

Resolution – Approving an agreement for Professional Services on a Task Order Basis

Agreement for Professional Services on a Task Order Basis Authorization #1

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ___ - R - 2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS FOR ON-CALL CONSULTATION SERVICES RELATED TO WATER AND WASTEWATER ENGINEERING SERVICES AS SET FORTH IN EXHIBIT "A", AND EXHIBIT "A" ATTACHED THERETO, IN AN AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS (\$60,000); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City has a need for on-call consultation services relative to water and wastewater engineering services; and

WHEREAS, Engineer has agreed to provide said on-call consultation services on an as needed basis; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to approve the agreement for Professional Engineering Services on a Task Order Basis for on-call consultation services relative to water and wastewater engineering services as set forth in Exhibit "1", and Exhibit "A" attached thereto, in an amount not to exceed Sixty Thousand Dollars and no cents (\$60,000), and authorizes the City Manager to execute the same;

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

SECTION 1. The City Council approves the agreement for Professional Engineering Services on a Task Order Basis for on-call consultation services relative to water and wastewater engineering services as set forth in Exhibit "A", and Exhibit "A" attached thereto, in an amount not to exceed Sixty Thousand Dollars and no cents (\$60,000), 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 18^h day of October, 2021.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, CITY ATTORNEY



October 7, 2021
37391.003

Chris Ryan
Director of Utilities
City of Seagoville
702 N Highway 175
Seagoville, Texas 75159

RE: On Call Engineering Services – Contract

Dear Mr. Ryan:

Halff is pleased to provide this contract to provide professional engineering services to perform water and wastewater engineering services in an On Call basis for the City of Seagoville.

Attached to this letter are two originals of the following documents:

- Halff's Standard Agreement for Professional Engineering Services (four pages)
- Exhibit A - Proposed Scope of Work and Fee (one page)
- Exhibit B - Billing Rates

If these documents meet your approval, please sign the Standard Agreement, and return a complete signed original to us for our records.

Please contact me if you have any questions or need any additional information.

Respectfully Submitted,
HALFF ASSOCIATES, INC.

A handwritten signature in black ink that reads "Timothy E. Lackey".

Timothy E. Lackey, PE
Vice President

Attachments (2)

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XVIII. PROJECT ENHANCEMENT/BETTERMENT. **IF A COMPONENT OF THE CLIENT'S PROJECT IS OMITTED FROM THE ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, THE CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR**

OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN THE ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, THE ENGINEER WILL BE RESPONSIBLE, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (III) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT CONTRACTOR PROVIDED UNIT PRICING THE CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

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

XIX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

HALFF ASSOCIATES, INC.

CLIENT: CITY OF SEAGOVILLE, TEXAS

By: Timothy E. Lackey
Signature

By: _____
Signature

Timothy E Lackey
Printed Name

Printed Name

Vice President
Title

Title

10/7/2021
Date

Date

EXHIBIT A
City of Seagoville, Texas
Task Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

Task Order Authorization No. 1
General Engineering Consultation
October 5, 2021

The City of Seagoville has requested Halff's assistance on needs that may arise throughout the course of the year regarding engineering matters, or other services that Halff can provide. Halff Associates will provide on-call consultation services under the terms and conditions described in the **Agreement for Professional Engineering Services on a Task Order Basis (Agreement)**, dated _____, between Halff Associates and the City of Seagoville.

Scope of Work:	Provide general engineering consultation to Seagoville in FY 2021 at City's request. The period covers October 1, 2021 to September 30, 2022.
Items Furnished by Seagoville:	As Requested
Schedule:	As Needed
Fees:	This Task will be billed on a time and materials basis in accordance with the Agreement. The proposed budget for these services is as follows: Task Order #1 Total: \$ 60,000

Submitted:
HALFF ASSOCIATES, INC.

Approved:
CITY OF SEAGOVILLE, TEXAS

By: 
Signature

By: _____
Signature

Tim Lackey, PE
Printed Name

Patrick Stallings
Printed Name

Vice President
Title

City Manager
Title

October 5, 2021
Date

Date

EXHIBIT B

Labor Category	Level	Billing
		Rates
Architect	I	95.00
	II	108.00
	III	174.00
	IV	218.00
	V	337.00
Engineer	I	115.00
	II	146.00
	III	207.00
	IV	243.00
	V	350.00
Scientist	I	94.00
	II	129.00
	III	170.00
	IV	196.00
	V	350.00
Landscape/ Planner	I	88.00
	II	123.00
	III	147.00
	IV	203.00
	V	350.00
Surveyor	I	104.00
	II	121.00
	III	145.00
	IV	188.00
	V	277.00
Field Tech	I	69.00
	II	88.00
	III	109.00
	IV	141.00
	V	175.00
Office Tech	I	69.00
	II	87.00
	III	114.00
	IV	136.00
	V	286.00
Administrative	I	69.00
	II	88.00
	III	114.00
	IV	146.00
	V	330.00
Specialist	I	95.00
	II	129.00
	III	175.00
	IV	223.00
	V	345.00
Intern		69.00

revised 10/07/2021

Consent Session Agenda Item: 6

Meeting Date: October 18, 2021

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Defined Scope of Services Basis ("Agreement") with Halff Associates, Inc. for Engineering Services related to Development Plan Review Assistance, which is attached hereto as Exhibit "A", in an amount not to exceed \$39,500.00; authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

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

The City desires to continue to utilize the services offered by Halff with regard to providing the engineering expertise necessary to assist with development plan reviews.

FINANCIAL IMPACT:

\$39,500.00

RECOMMENDATION:

City Staff recommends approval.

EXHIBITS

Resolution (2 Pages)

Exhibit A (7 Pages)

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ___ - R - 2021

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS ("AGREEMENT") WITH HALFF ASSOCIATES, INC. FOR ENGINEERING SERVICES RELATED TO DEVELOPMENT PLAN REVIEW ASSISTANCE, WHICH IS ATTACHED HERETO AS EXHIBIT "A", IN AN AMOUNT NOT TO EXCEED \$39,500.00; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City desires to continue to utilize the services offered by Halff with regard to providing the engineering expertise necessary to assist with development plan reviews; and

WHEREAS, Engineer has provided a proposal for professional engineering services for a defined scope of services for providing development plan review assistance as set forth in Exhibit "A"; and

WHEREAS, the City Council for the City of Seagoville, Texas finds it to be in the best interest of the City to approve the Professional Services Agreement with Halff Associates, Inc. for said services, which is attached hereto as Exhibit "A", in an amount not to exceed Thirty-Nine Thousand Dollars Five Hundred Dollars and no cents (\$39,500.00), and authorizes the City Manager to execute the same;

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

Section 1. The City Council hereby approves the agreement for Professional Engineering Services on a defined scope of services basis with Halff Associates, Inc. for engineering services related to development plan review, which is attached hereto as Exhibit "A", in an amount not to exceed Thirty-Nine Thousand Dollars Five Hundred Dollars and no cents (\$39,500.00), and hereby authorizes the City Manager to execute said Agreement.

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

Section 3. That if any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such

judgement or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

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

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this 18th day of October, 2021.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

(/cdb 10/04/2021)

EXHIBIT "A"

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

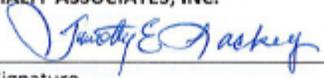
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[SIGNATURE PAGE TO FOLLOW]

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

HALFF ASSOCIATES, INC.

CLIENT: CITY OF SEAGOVILLE, TEXAS

By: 
Signature

By: _____
Signature

Timothy E Lockety
Printed Name

Printed Name

Vice President
Title

Title

9/27/2021
Date

Date

City of Seagoville, Texas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

	<ol style="list-style-type: none"> 2. Drainage <ol style="list-style-type: none"> a. Check drainage area maps and drainage calculations. b. Check proposed storm drainage facilities to ensure that they meet City criteria. c. Check to ensure that proposed project does not impact flood zone (Special Flood Hazard Areas) per current effective FEMA Flood Insurance Rate Maps d. Check hydrology and hydraulics of open channel design. 3. Check erosion control plans to ensure they are adequate and meet City, State and Federal requirements. 4. Review paving plans to determine if they meet City minimum horizontal and vertical control criteria. Does not include reviews of joint spacing or joint design. 5. Determine if typical street sections meet City criteria. 6. Check water and sewer line sizing with respect to the Master Plans. 7. Check water line materials, fittings, valves, fire hydrant, and FDC locations. 8. Check sanitary sewer materials, sizing and manhole locations. Check for conflicts with storm drainage and other on-site utilities and features. 9. Check paving plans for conformance to Article 23 of the UDC. 10. Check the compatibility of plans with standard City details, specifications and general notes. 11. Check plats against the plans for adequacy, size and location of easements. 12. Provide value engineering comments, if needed. <ol style="list-style-type: none"> 2. City Standards & Criteria – All reviews will be performed to ensure compliance with current City criteria and ordinances. Halff will utilize current City checklists to standardize and itemize the areas and criteria for each review, ensuring that associated comments are based on these items. 3. Exclusions - Preconstruction meetings, site visits during construction, startups, final inspections of construction are not a part of these fees.
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City of Seagoville, Texas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

	<p><u>Documentation</u></p> <ol style="list-style-type: none"> 1. Halff will prepare and maintain a project status report, in a format approved <u>by the City</u> that will detail the status of each engineering plan review and work order as well as the total fee remaining in the agreement. The status report will be updated on a bi-weekly basis and transmitted to the City via email. 2. Halff will provide direct correspondence to the "Other Engineer", if requested by the City. Halff will document the minutes of these discussions.
<p>Deliverables:</p>	<ol style="list-style-type: none"> 1. Review Comments and Letter – Halff will submit review comments (via email and hard copy) and 'red lined' plans to the City and meet with the City and/or the "Other Engineer" to discuss the review comments, if necessary. Halff's review letter will also incorporate any outstanding third-party drainage review comments. Reviews will continue until all comments have been addressed. Halff will issue a "recommendation for release of plans" letter at the end of the review.
<p>Items Furnished by City:</p>	<ol style="list-style-type: none"> 1. The City will furnish copies of substantially (approximately 90%) complete engineering plans to initiate the Halff review. The City will also furnish record drawings, studies and reports needed by Halff in the performance of the work.
<p>Schedule:</p>	<p><u>Development Plan Review Schedule</u></p> <p>Initial submittal pick-up and fee estimate will be completed within 3 working days of initial notice from the City. This fee estimate will be transmitted, by Halff, via e-mail to the City's Project Engineer.</p> <p>Initial engineering plan reviews (first review) will be completed within 10 working days after receipt of "notice to proceed". 15 working days may be needed if the project is greater than 25 acres. A brief comment letter will be sent to the City along with the "red-lined" drainage plans.</p> <p>Follow up reviews (2nd, 3rd, etc.) will be completed within 5 working days of receipt of the revised engineering plans. 10 days may be needed if project is greater than 25 acres or if substantial changes have occurred since previous review. A brief comment letter will be provided to the CITY along with the "red-lined" drainage plans.</p> <p>Special or more intense reviews may require additional time to complete. The CITY will be notified immediately if additional time</p>

City of Seagoville, Texas
Work Order Authorization Agreement
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	<p>is required.</p> <p>Complete by September 30, 2022.</p>
<p>Fees:</p>	<p>This Task will be billed on a time and materials basis in accordance with the Agreement. The proposed budget for these services is as follows:</p> <p>Anticipated fees per review (subject to change):</p> <ol style="list-style-type: none"> 1. \$7,500 – Engineering review of projects greater than 50 acres 2. \$6,500 – Engineering review of projects between 25 and 50 acres 3. \$5,500 – Engineering review of projects between 10 and 25 acres 4. \$4,500 – Engineering review of projects between 5 acres and 10 acres 5. \$3,500 – Engineering review of projects less than 5 acres 6. \$10,000 – Engineering review of Lift stations in addition to associated subdivision review fee shown above. <p>Additional fees may be included based on complexity of paving, access and/or utility plans and if off-site design is included. <u>If reviews extend to a 4th review or if substantial changes occur to the project from the initial plan submittal, a subsequent Work Order may be requested if the review fee has been exceeded.</u> Additional fees will be negotiated between the City of Seagoville and Halff, if needed.</p> <p>Work Order #4 Total: \$ 39,500</p>

Submitted:
HALFF ASSOCIATES, INC.

Approved:
CITY OF SEAGOVILLE, TEXAS

By: 
 Signature

Tim Lackey, PE,RPLS
 Printed Name

Vice President
 Title

9/27/2021
 Date

By: _____
 Signature

 Printed Name

 Title

 Date

Regular Session Agenda Item: 7

Meeting Date: October 18, 2021

ITEM DESCRIPTION:

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 GG Texas, LLC as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date.

BACKGROUND OF ISSUE:

The Seagoville Economic Development Corporation (“SEDC”) is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will promote and retain new and expanding business enterprises within the City. The SEDC has negotiated and intends to undertake a project which will promote and retain new and expanded business enterprises within the City with GG Texas, LLC, a Texas Limited Liability Company, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”). Section 505.158 of the Texas Local Government Code mandates that the SEDC may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Resolution
Incentive Agreement

CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE ECONOMIC DEVELOPMENT PROJECT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND GG TEXAS, LLC AS REFLECTED IN THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (“SEDC”) is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will promote and retain new and expanding business enterprises within the City; and

WHEREAS, the SEDC has negotiated and intends to undertake a project which will promote and retain new and expanded business enterprises within the City with GG Texas, LLC, a Texas limited liability company, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”) and

WHEREAS, section 505.158 of the Texas Local Government Code mandates that the SEDC may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings; and

WHEREAS, the City Council has determined that the Project contemplated by SEDC and GG Texas, LLC under the terms and conditions set forth in the Economic Development Incentive Agreement will promote and retain new and expanded business enterprises within the City of Seagoville; and

WHEREAS, the City Council finds that the expenditure of funds by SEDC in undertaking the Project is authorized by the Act and that the Project should be approved and authorized; and

WHEREAS, the City Council has conducted two (2) readings of this resolution;

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

Section 1. The City Council hereby approves and authorizes the Project between the Seagoville Economic Development Corporation and GG Texas, LLC, a Texas limited liability company, under the terms and conditions set forth in an Economic Development Incentive Agreement in substantially the form attached hereto as Exhibit “A”.

Section 2. The City Council authorizes the SEDC to enter into any additional agreements necessary to undertake the Project in accordance with the terms and conditions set forth in the Economic Development Incentive Agreement.

Section 3. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED First Reading and Second Reading of the City Council of the City of Seagoville, Texas, this the 18th day of October 2021.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(051621vwtTM122505)

Exhibit "A"
Economic Development Incentive Agreement
(to be attached)

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

This Economic Development Incentive Agreement (“Agreement”) is made by and between GG Texas, LLC, a Texas limited liability company, and the Seagoville Economic Development Corporation (the “SEDC”), each acting by and through their respective authorized representatives. GG Texas, LLC shall be referred to herein as “Company”. SEDC and Company may be referred to herein each as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, Company is in the business of hydroponic vegetable farming and owns and operates a network of high-tech greenhouses used to grow produce – primarily components for salads and herbs hydroponically; and

WHEREAS, Company has or intends to purchase an approximately 30 acre tract of land located on Environmental Way in Seagoville, Texas 75159 (collectively, the “Property”), and desires to construct thereon an approximately 150,000 square foot facility consisting of (1) a glass and steel construction, heated and cooled, hydroponic greenhouse to be used primarily for the growing of vegetables, (2) a packaging room, (3) a cold storage area, (4) loading docks, and (5) administrative offices, as well as parking lot and related appurtenances and landscaping, all as described herein (the “Gotham Greens Facility”) and to operate thereon a hydroponic vegetable greenhouse enterprise; and

WHEREAS, Company has advised the SEDC that a contributing factor that would induce Company to develop this new business in the City of Seagoville and make the planned improvements would be an agreement by SEDC to provide an economic development grant to Company to defray a portion of the costs of such development and construction; and

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

WHEREAS, the Development Corporation Act, Chapters 501-505, Texas Local Government Code (the “Act”), authorizes SEDC to provide economic development grants for new or expanded business enterprises; and

WHEREAS, SEDC has determined that the Grant (hereinafter defined) to be made hereunder is required or suitable to retain, promote or develop new or expanded business enterprises and constitutes a “project”, as that term is defined in the Act; and

WHEREAS, SEDC has determined that making the Grant to Company in accordance with this Agreement will further the objectives of SEDC, will benefit the City and the City’s inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

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

Article I Definitions

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

“Bankruptcy or Insolvency” shall mean the dissolution or termination of Company’s existence as a going business, insolvency, appointment of receiver for any part of Company’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company and such proceeding is not dismissed within ninety (90) days after the filing thereof.

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

“Commencement of Construction” shall mean that (1) the construction plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the Improvements, (2) all necessary permits for the Improvements have been issued by all applicable governmental authorities, and (3) clearing and/or grading of the Property or construction of the vertical elements of the Improvements has commenced.

“Company” shall mean GG Texas, LLC. a Texas limited liability company duly registered with the Texas Secretary of State to conduct business in the State of Texas.

“Completion of Construction” shall mean that (1) Improvements have been substantially completed, (2) a final, permanent certificate of occupancy for the Improvements has been issued, and (3) Company is open and conducting business during normal business hours for GG Texas, LLC on the Property and in the Improvements

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

“Employment Positions” shall mean non-temporary full-time employment positions of the Company which are eligible for employee benefits and are created or transferred, maintained and filled at the Improvements on the Property. In the event of voluntary or involuntary termination of an employee, which termination causes the number of Employment Positions to fall below the number of required Employment Positions pursuant to this Agreement, the Company shall not be in default provided the

required number of Employment Positions is re-established within sixty (60) days of the employee termination.

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

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

“Grant” shall mean an economic development grant in the amount equal to the costs incurred and paid by Company for Improvements, as defined herein, not to exceed Five Hundred Thousand Dollars (\$500,000.00) to offset a portion of the costs paid and incurred by Company for the Improvements, to be paid in one lump sum payment within fifteen (15) business days of City’s receipt of written notice from Company evidencing the satisfaction of all the Conditions Precedent set forth in Section 6.1 of this Agreement.

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

“Improvements” shall mean construction or installation of a facility of at least 150,000 square feet to be used by Company for the Required Uses and that includes (1) a glass and steel construction, heated and cooled, hydroponic greenhouse to be used primarily for the growing of vegetables, (2) a product packaging room, (3) a cold storage area, (4) loading docks, and (5) administrative offices, as well as paved parking areas providing parking spaces in the number required by local regulations and related driveways and appurtenances, signage, and landscaping on the Property, as in accordance with the plans and elevations attached hereto and incorporated herein by this reference as Exhibit “A”.

“Property” shall mean the approximately 30 acre tract of land located on Environmental Way in Seagoville, Texas 75159 being more particularly described and depicted in Exhibit “C” which is attached hereto and incorporated herein by this reference. (collectively, the “Property”),

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

“Required Use” shall mean Company’s continuous occupancy of Improvements and the Property and the operation thereon of a hydroponic, high-tech greenhouse and related facilities for the growing, packaging, storage, and distribution of components of salads and herbs and other vegetables and related administrative operations.

“SEDC” shall mean the Seagoville Economic Development Corporation.

Article II Term

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

Article III Grant

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

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

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

Article IV Conditions to Grant

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

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

4.2 Commencement of Construction. Commencement of Construction, as that term is defined herein, shall occur not later than six (6) months after the Conditions Precedent set forth in § 6.1 of this Agreement have been met. Company shall provide SEDC with written notice of the date of Commencement of Construction.

4.3 Completion of Construction. Completion of Construction, as that term is defined herein, shall occur not later than eighteen (18) months after Commencement of Construction, subject to extension for Force Majeure, provided any such extension due to delays caused by Force Majeure shall not exceed ninety (90) days in aggregate. Company shall provide SEDC with written notice of the date of Completion of Construction.

4.4 Required Use. During the term of this Agreement from Completion of Construction and continuing thereafter until expiration of this Agreement or earlier termination Company shall continuously occupy and use the Property and the Improvements, all of which shall not be used during the term of this Agreement for any purpose other than the Required Use. Further, during the term of this Agreement, such occupation and use shall not cease for more than thirty (30) days except in connection with, and to the extent of, an event of Force Majeure. A closure or interruption in the Required Use for more than thirty (30) days which is undertaken in Company's ordinary conduct of its business for the Required Use and which is temporary, lasting no more than forty (40) days (a "Temporary Closure") shall not constitute a breach of the requirements of this Section 4.4, provided, however, that a Temporary Closure shall occur no more frequently than twice per calendar year. Any Temporary Closure which is in excess of the two Temporary Closures allowed per calendar year will constitute a breach of this Agreement.

4.5 Employment Positions. Within one hundred and eighty (180) days of Completion of Construction, Company shall create, fill and maintain a total of at least forty-five (45) Employment Positions on the Property and the Improvements through the Expiration Date. In the event of voluntary or involuntary termination of an employee, which termination causes the number of Employment Positions to fall below the number of required Employment Positions pursuant to this Agreement, the Company shall not be in default provided the required number of Employment Positions is re-established within sixty (60) days of the employee termination.

4.6 Continuous Occupancy. During the term of this Agreement from the Effective Date and continuing thereafter until the Expiration Date, the Property shall be continuously occupied by the Company and, from Completion of Construction and continuing thereafter until the Expiration Date, the Improvements thereon shall be continuously occupied by the Company. A closure or interruption in the Continuous Occupancy for more than thirty (30) days which is undertaken in Company's ordinary conduct of its business for the Required Use and which is temporary, lasting no more than forty (40) days (a "Temporary Closure") shall not constitute a breach of the requirements of this Section 4.6, provided, however, that a Temporary Closure shall occur no

more frequently than twice per calendar year. Any Temporary Closure which is in excess of the two Temporary Closures allowed per calendar year will constitute a breach of this Agreement

4.7 Capital Investment. Company's Capital Investment for the Improvements as of the Completion of Construction shall be not less than Five Hundred Thousand (\$500,000.00) Dollars. Company shall, not later than fifteen (15) calendar days after the date of Completion of Construction (as defined herein) of the Improvements or upon declaration of any default hereunder, deliver to SEDC copies of all records, contracts, receipts, invoices, bills, proofs of payment, and such other information as SEDC may reasonably request to document compliance with the required Capital Investment. In the event the total cost of the construction of the Improvements, as reasonably verified by SEDC, is less than Five Hundred Thousand (\$500,000.00) Dollars, the Company shall, within thirty (30) days of receipt by Company of written demand by SEDC, pay the SEDC the difference in value between \$500,000.00 and the final total cost of the construction of the Improvements as reasonably verified by SEDC. Company's obligations under this provision 4.7 survive termination of this Agreement.

Article V Termination; Repayment

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

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

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

- (a) due to a breach of the obligation set forth in section 4.2 hereof, Company shall immediately refund to the SEDC an amount equal to the one hundred percent (100%) of value of the Grant received by Company;
- (b) due to a breach of the obligation set forth in section 4.3 hereof, Company shall immediately refund to the SEDC an amount equal to eighty percent (80%) of the value of the Grant received by Company; and
- (c) due to a breach of an obligation set forth in section 4.4 and/or 4.6 hereof, Company shall immediately refund to the SEDC an amount as follows:
 - i. If the breach occurs on a date that is more than four years prior to the Expiration Date, the Company shall refund an amount equal to one hundred percent (100%) of the value of the Grant received by Company;
 - ii. If the breach occurs on a date that is more than three years, but less than four years, prior to Expiration Date, the Company shall refund an amount equal to eighty percent (80%) of the value of the Grant received by Company;
 - iii. If the breach occurs on a date that is more than two, but less than three years prior to the Expiration Date, the Company shall refund an amount equal to sixty percent (60%) of the value of the Grant received by Company;
 - iv. If the breach occurs on a date that is more than one, but less than two, year(s) prior to the Expiration Date, the Company shall refund an amount equal to forty percent (40%) of the value of the Grant received by Company; and
 - v. If the breach occurs on a date that is less than one year prior to the Expiration Date, the Company shall refund an amount equal to twenty percent (20%) of the value of the Grant received by Company.
- (d) due to a breach of an obligation set forth in section 4.5 hereof that persists for more than sixty (60) consecutive days and failure to meet this obligation is not the result of Force Majeure, Company shall refund to the SEDC an amount equal to Five Thousand Dollars (\$5,000) for each vacant or unfilled Employment Position below the minimum of forty-five (45) required by this Agreement.

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

5.3 Repayment Due to Breach of Section 5.1(c), (d), and/or (e). In the event the Agreement is terminated by SEDC pursuant to Section 5.1(c), (d), and/or (e), the Company shall immediately refund to SEDC an amount equal to the Grant paid by SEDC to the Company, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or

base commercial lending rate, or if the *Wall Street Journal* shall cease to exist or cease to announce a prime or base lending rate, than at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the SEDC) as its prime or base commercial lending rate from the date on which the Grant is paid by SEDC until refunded by the Company. The repayment obligation of Company set forth in this Section 5.3 shall survive termination of this Agreement.

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

Article VI Miscellaneous

6.1 Conditions Precedent. The obligations of SEDC under this Agreement are subject to and conditioned on the following:

- (i) Company has secured and presented SEDC with proof of adequate, approved financing for the Project;
- (ii) Company has purchased the Property or title to the Property has otherwise been transferred to Company, and a copy of the deed, bearing evidence of the recording thereof in the Dallas County land records, has been provided to SEDC;
- (iii) The City Council of the City of Seagoville, Texas has, by resolution, approved this Incentive Agreement and the related Project; and
- (iv) The sixty (60)-day period provided for under Texas Local Government Code section 505.160 has passed and neither the SEDC nor the City has received a petition from more than ten (10%) percent of the registered voters of the City requesting that an election be held before the funding of the Project as contemplated by this Agreement is undertaken.

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

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

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

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

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

If intended for SEDC, to:

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

With a copy to:

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

If intended for Company:

GG Texas, LLC
Attn: _____

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

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

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

6.10 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

6.12 Successors and Assigns. This Agreement may not be assigned without the prior written consent of SEDC. Such consent is not required if the assignment is to one of the Company's wholly-owned affiliates or an entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety percent (90%) of the assets of the Company, as long as the assignee has a net worth at least as great as that of the Company as measured as of the date immediately prior to any such purchase, merger or sale transaction and the assignee agrees to be bound by the terms and conditions of this Agreement

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

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

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

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

[remainder of page intentionally left blank; signature page follows]

EXECUTED on this _____ day of _____, 2021.

**SEAGOVILLE ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Patrick Stallings, Executive Director

EXECUTED on this _____ day of _____, 2021.

GG TEXAS, LLC

By: _____
Viraj Puri, Chief Executive Officer, as authorized in
the Certificate of Authority attached hereto as
Exhibit "B"

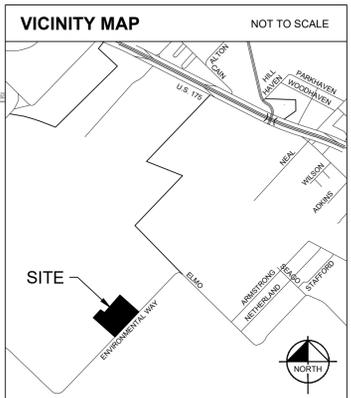
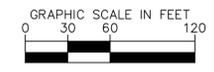
EXHIBIT A

[To be attached: Concept plan, Site plan, and elevations]

EXHIBIT “B”
[Certificate of Authority]

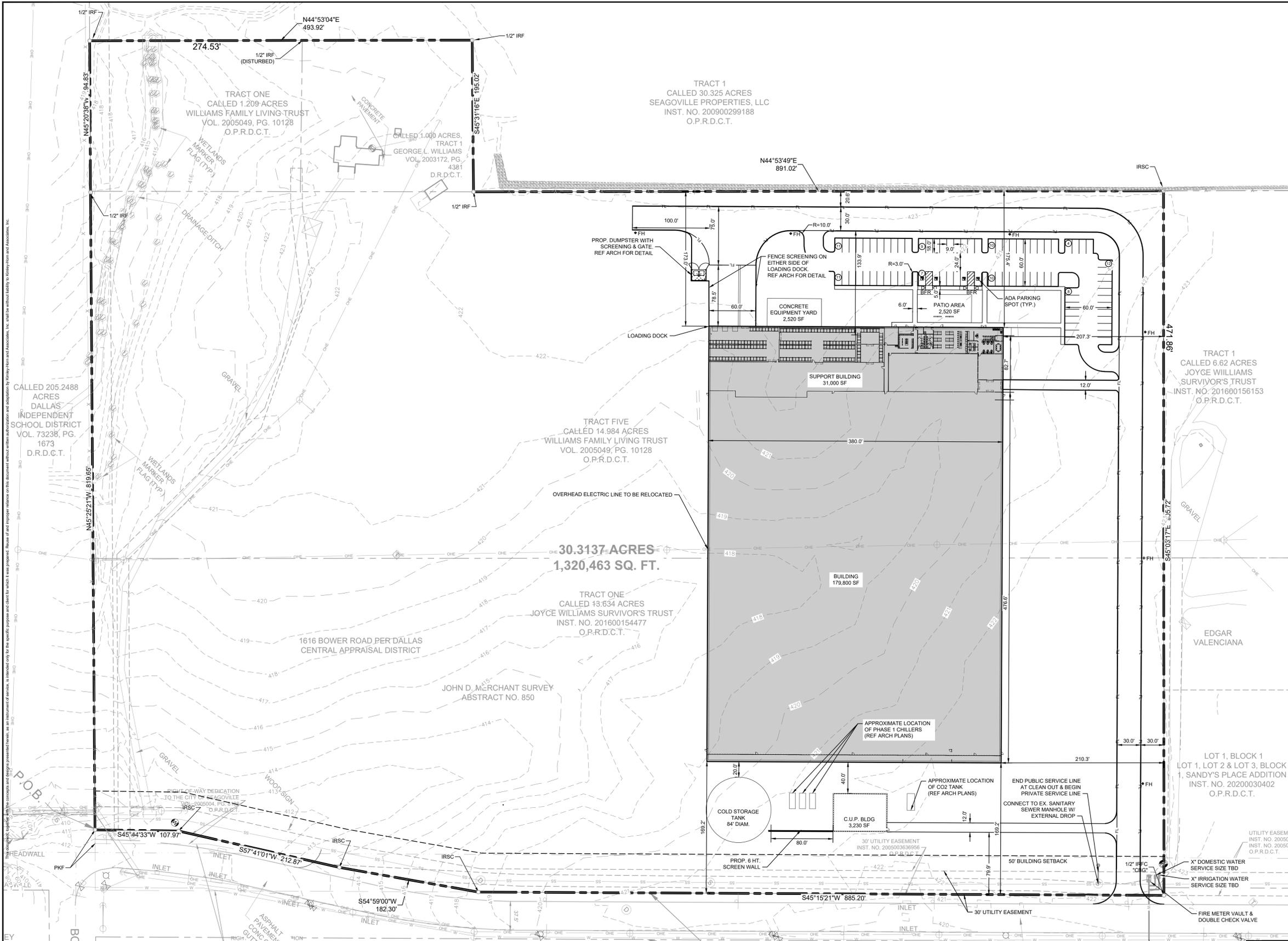
EXHIBIT “C”
[Survey and Legal Description of the Property]

EXHIBIT “B”



- NOTES**
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 2. ALL CURB RADI ARE 3' UNLESS DIMENSIONED OTHERWISE.
 3. LANDSCAPE & IRRIGATION WILL BE DESIGNED PER CITY CODE AND SUBMITTED WITH ENGINEERING PLANS.

- LEGEND**
- PROPOSED FIRELANE
 - PROPERTY LINE
 - SETBACK LINE
 - EASEMENT LINE
 - BFR (Barrier Free Ramp)
 - PARKING STALL COUNT
 - FIRE HYDRANT



SITE DATA SUMMARY TABLE

ZONING	AG
EX. LAND USE	VACANT
PROP. LAND USE	GREEN HOUSE
BUILDING COVERAGE	179,800 S.F.
OFFICE COVERAGE	31,000 S.F.
TOTAL BUILDING COVERAGE	210,800 S.F.
MAX EXPECTED EMPLOYEE PER SHIFT	50 SPACES
PARKING PROVIDED	79 SPACES
ADA PARKING REQUIRED	3 SPACES
ADA PARKING PROVIDED	4 SPACES
TOTAL PARKING PROVIDED	83 SPACES

SITE PLAN
GOTHAM GREENS
 30.3137 ACRES
 JOHN D. MERCHANT SURVEY
 ABSTRACT NO. 850
 CITY OF SEAGOVILLE
 DALLAS COUNTY, TEXAS

ENGINEER/SURVEYOR: KIMLEY-HORN AND ASSOCIATES, INC.
 OWNER: GOTHAM GREENS TEXAS LLC

ENVIRONMENTAL WAY
 FORMERLY BOWERS ROAD
 VARIABLE WIDTH R.O.W.

ASPHALT PAVEMENT W/ CONIC CURB AND ASPHALT PAVEMENT W/ GUTTER

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Kimley-Horn
 13455 NOEL RD. TWO GALLERIA OFFICE TOWER
 SUITE 700 DALLAS, TX 75240
 PHONE: 972-770-1300 FAX: 972-238-3820
 WWW.KIMLEY-HORN.COM TX F-928
 © 2021 KIMLEY-HORN AND ASSOCIATES, INC.

GOTHAM GREENS
 ENVIRONMENTAL WAY,
 SEAGOVILLE, TEXAS

SITE PLAN

C-101

KHA PROJECT	064563200
DATE	10/6/2021
SCALE	AS SHOWN
DESIGNED BY	TOM
DRAWN BY	CMID
CHECKED BY	MAL



HEITMAN
ARCHITECTS
INCORPORATED

555 PIERCE ROAD, SUITE 130
ITASCA, ILLINOIS 60143, USA
TEL. 630.773.3551
FAX. 630.773.3599

Heitman Architects Incorporated is a Professional Design Firm - Architect Corporation
(Certificate of Authorization No. ARC-0003991-COA)

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GOTHAM GREENS

702 N. Hwy. 175
Seagoville, TX 75159

DESIGN/BUILDER

STRUCTURAL ENGINEER

CIVIL ENGINEER

MECHANICAL ENGINEER

ISSUE DATE
06/15/2021
ISSUE FOR
PRELIMINARY
APPROVAL

SHEET TITLE
BUILDING ELEVATIONS

DATE	SHEET NUMBER
XX/XX/XXXX	A_5.0
PROJECT NUMBER	220086

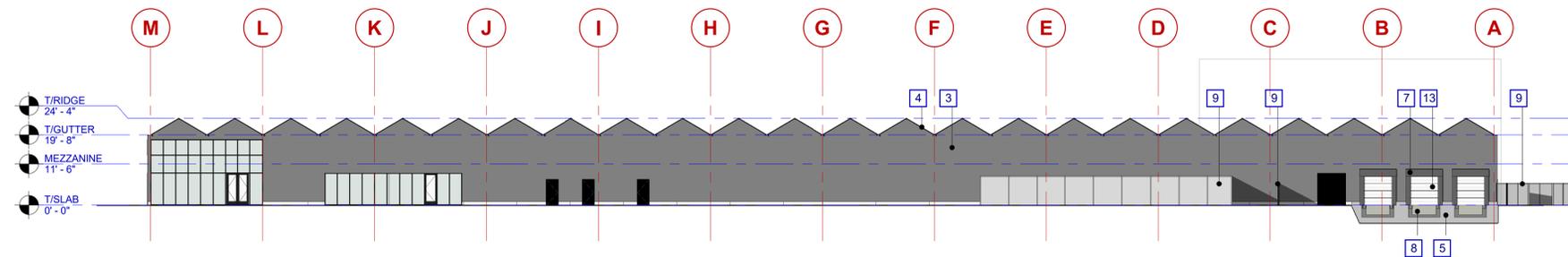
EXTERIOR MATERIALS

- 1 TEMPERED GLASS WALL - BY GREENHOUSE CONTRACTOR
- 2 TEMPERED DIFFUSE GLASS ROOF - BY GREENHOUSE CONTRACTOR
- 3 INSULATED METAL PANEL WALLS - BY GREENHOUSE CONTRACTOR
- 4 INSULATED METAL PANEL ROOF - BY GREENHOUSE CONTRACTOR
- 5 CONCRETE FOUNDATION WALL
- 7 DOCK SEAL
- 8 DOCK LEVELER
- 9 MECHANICAL EQUIPMENT/DOCK SCREENING

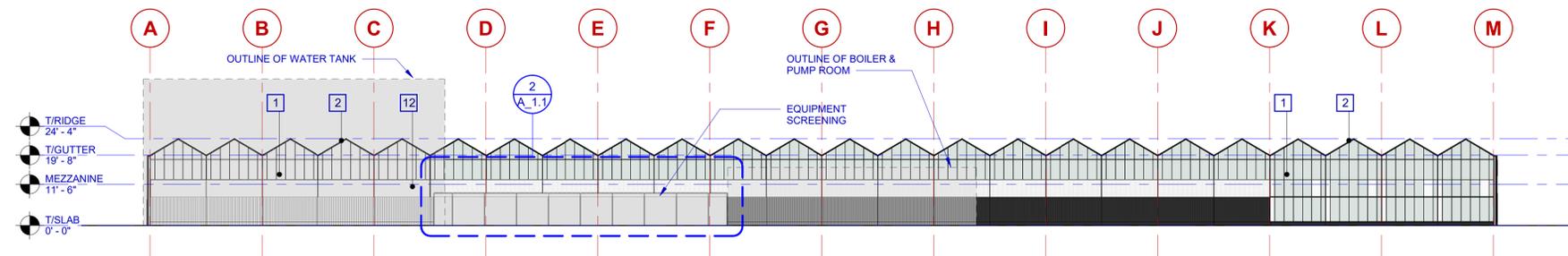
- 11 HOLLOW METAL MAN DOOR - SINGLE DOOR
- 12 GUILLOTINE WINDOW, 4m [13'-1 1/2"] TALL, WITH INSECT SCREEN
- 13 OVERHEAD DOCK DOOR
- 14 BOLLARDS

INSULATED METAL PANEL SPECIFICATIONS

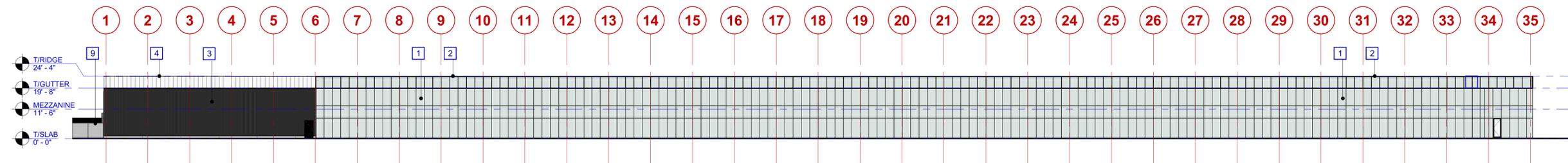
- 3 WALL PANEL BASIS-OF-DESIGN: ARCELOR MITTAL PROMISOL S1000
INSULATED COMPOSITE PANEL MADE OF POLYISOCYANURATE CORE BETWEEN PREPAINTED STEEL SHEETS.
OVERALL UNIT THICKNESS: 2.00" (50mm)
- 4 ROOF PANEL BASIS-OF-DESIGN: ARCELOR MITTAL PROMISOL V1000/1150
INSULATED COMPOSITE PANEL MADE OF POLYISOCYANURATE CORE BETWEEN PREPAINTED STEEL SHEETS.
OVERALL UNIT THICKNESS: 4.75" (120mm)



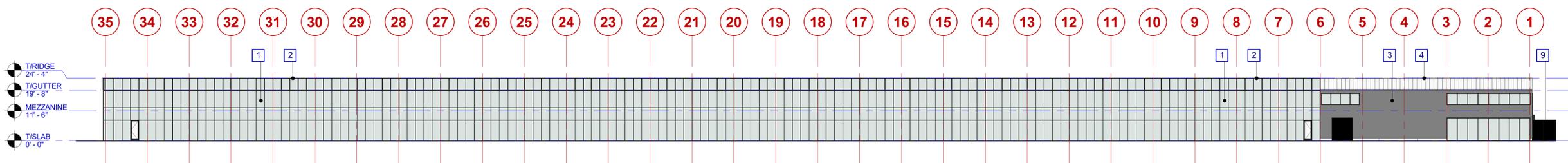
1 NORTH ELEVATION
A_5.0 3/64" = 1'-0"



2 SOUTH ELEVATION
A_5.0 3/64" = 1'-0"



3 WEST ELEVATION
A_5.0 3/64" = 1'-0"



4 EAST ELEVATION
A_5.0 3/64" = 1'-0"

**DESIGN DRAWINGS:
NOT FOR CONSTRUCTION**
This plan is not to be used for construction. Plan layouts are for concept design only, and are subject to change based on detailed local code analysis and thorough evaluation of specific existing building conditions. Employee counts, furniture in outdoor and product inventories are provided as preliminary guideline estimates only. Detailed design documents will be required by licensed design professionals of record, as project moves forward.

Regular Session Agenda Item: 8

Meeting Date: October 18, 2021

ITEM DESCRIPTION

Discuss and consider the Chamber of Commerce hosting a street dance on Kaufman St. in November, 2021.

BACKGROUND OF ISSUE:

Previously hosted by Billy Chasteen.

The Chamber would like to pick-up this event and make it an annual first Saturday in November event.

This year's Street Dance will include a band and very few vendors. We hope to grow the event over time.

FINANCIAL IMPACT:

RECOMMENDATION:

EXHIBITS

Regular Session Agenda Item: 9

Meeting Date: October 18, 2021

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a five-year Professional Services Agreement with OpenGov, Inc., a Delaware for Profit Corporation, providing for a one-time professional services charge of \$120,125.00 in year one and an annual software services fee of \$79,867.00 and authorizing the City Manager to execute the Agreement and any other related and necessary documents and to disburse the funds required therefor; providing a severability clause; providing a repealing clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City Council, in the FY 2021/2022 Budget authorized the allocation of funds for a software upgrade.

Pursuant to the Professional Services Agreement attached hereto as Exhibit B, OpenGov, Inc., a Delaware for-profit corporation, has agreed to provide one-time product configuration, setup and training and annually for the five-year term of the agreement to provide software services to include core financials, payroll utility billing, budgeting and planning, reporting and transparency, and citizen services for the amounts stated in Exhibit B.

FINANCIAL IMPACT:

The charges incurred will be allocated equally to the General Fund and the Water & Sewer Fund.

RECOMMENDATION:

Staff Recommends approval.

EXHIBITS:

- A. Resolution
- B. Software & Professional Service Agreement
- C. Statement of Work

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING A FIVE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH OPENGOV, INC., A DELAWARE FOR-PROFIT CORPORATION, PROVIDING FOR A ONE-TIME PROFESSIONAL SERVICES CHARGE OF \$120,125.00 IN YEAR ONE AND AN ANNUAL SOFTWARE SERVICES FEE OF \$79,867.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY OTHER RELATED AND NECESSARY DOCUMENTS AND TO DISBURSE THE FUNDS REQUIRED THEREFOR; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council, in the FY 2021/2022 Budget authorized the allocation of funds for a software upgrade; and

WHEREAS, the pursuant to the Professional Services Agreement attached hereto as Exhibit A, OpenGov, Inc., a Delaware for-profit corporation, has agreed to provide one-time product configuration, setup and training and annually for the five-year term of the agreement to provide software services to include core financials, payroll utility billing, budgeting and planning, reporting and transparency, and citizen services for the amounts stated in Exhibit A; and

WHEREAS, the charges incurred will be allocated equally to the General Fund and the Water & Sewer Fund; and

WHEREAS, the City Council of the City of Seagoville finds it to be in the public interest of the City to authorize the above-described purchase.

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

SECTION 1. The Professional Services Agreement, attached hereto as Exhibit A, for a term of five years, providing software services annually at a cost of \$79,867.00 and providing a one-time professional services in the first year at a cost of \$120,125.00, all in accordance with the terms and conditions set forth in the Agreement, is hereby approved and the City Manager is authorized to execute the Agreement and any other related and necessary documents and to disburse the funds required therefor.

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

SECTION 3. All provisions of the Resolutions of the City of Seagoville, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all

other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 18th day of October 2021.

APPROVED:

DENNIS CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY

EXHIBIT A



OpenGov Inc.
 PO Box 41340
 San Jose, CA 95160
 United States

Created On: 9/29/2021
Quote Expiration: 9/30/2021
Subscription Start Date: 10/1/2021
Subscription End Date: 9/30/2026

Prepared By: Darren Henley
Email: dhenley@opengov.com
Contract Term: 60 Months

Customer Information		
Customer:	City of Seagoville, TX	Contact Name: Gail French
Bill To/Ship To:	702 North Highway 175 Seagoville, Texas 75159 United States	Email: gfrench@seagoville.us Phone: (972) 287-6800
		Contact Name: Gail French Email: gfrench@seagoville.us Phone: (972) 287-6800

Order Details	
Billing Frequency: Annual Payment Terms: Net Thirty (30) Days	Description: See Billing Table Below

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Term	Annual Fee
OpenGov ERP Cloud Bundle <i>Core Financials, Payroll, Utility Billing, Budgeting & Planning, Reporting & Transparency, Citizen Services - 3 Services Areas, Premium Services</i>	10/1/2021	9/30/2022	5	\$79,867.00

Annual Subscription: See Billing Table

PROFESSIONAL SERVICES:

Product / Service	Description
OpenGov Deployment - One time Fee	Product configuration, setup, and training described in the attached SOW.

Professional Services Total: \$120,125.00

Software Billing Table:

Customer Billing/Service Periods

Period 1 — October 1, 2021 - September 30, 2022: \$199,992.00 (*Software Services Year 1 + Professional Services*)
 Period 2 — October 1, 2022 - September 30, 2023: \$79,867.00 (*Software Services Year 2*)
 Period 3 — October 1, 2023 - September 30, 2024: \$79,867.00 (*Software Services Year 3*)
 Period 4 — October 1, 2024 - September 30, 2025: \$79,867.00 (*Software Services Year 4*)
 Period 5 — October 1, 2025 - September 30, 2026: \$79,867.00 (*Software Services Year 4*)

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 6525 Crown Blvd #41340 San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") attached, or if no such SSA is attached, the SSA available at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Software Services Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

City of Seagoville, TX

Signature: _____
 Name: _____
 Title: _____
 Date: _____

OpenGov, Inc.

Signature: _____
 Name: _____
 Title: _____
 Date: _____

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this “**Agreement**”) is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 (“**OpenGov**”) and the customer listed on the signature block below (“**Customer**”), as of the date of last signature below (the “**Effective Date**”). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services.

1. DEFINITIONS

“Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data shall not include any confidential personally identifiable information.

“Documentation” means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

“Feedback” means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

“Initial Term” means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

“Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

“Order Form” means OpenGov’s Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

“Renewal Term” means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer (“**Software Services**”).

2.2 Support & Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at <https://opengov.com/service-sla>, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work (“**SOW**”) agreed to by the parties (the “**Professional Services**”). Unless otherwise specified in the SOW, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses

include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel accommodations, ground transportation and meals.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Restrictions.** Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 **Responsibilities.** Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 **Software Services.** OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 **Customer Data.** Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 **Access to Customer Data.** Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 **Feedback.** Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 **“Confidential Information”** means all confidential business, technical, and financial information of the disclosing party that is marked as “Confidential” or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov’s Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, “Confidential Information” does not include: (a) **“Public Data,”** which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party’s Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term (**“Software Services Fees”**) and the fees for Professional Services (**“Professional Services Fees”**) are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as **“Fees”**. Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (i) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (ii) Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when OpenGov emails them to Customer’s designated billing contact); (iii) the Software Service Fee shall be due annually in advance, and (iv) Customer must make all payments without setoffs, withholdings or deductions of any kind.

(b) Annual Software Maintenance Price Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for travel expenses, pre-approved by the Customer, incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

(e) Customer Delays; On Hold Fee.

I. On Hold Notice. Excluding delays caused by Force Majeure as described in Section 10.5, if OpenGov determines that Customer’s personnel or contractors are not completing Customer’s responsibilities described in the applicable SOW timely or accurately, OpenGov shall promptly, but in no event more than thirty (30) days from the date of such determination deliver to Customer a notice (an **“On Hold Notice”**) that (A) designates the Professional Services to be provided to the Customer as **“On Hold”**, (B) detail Customer’s obligations and responsibilities necessary for OpenGov to continue performing the Professional Services, and (C) specify the Customer shall be invoiced for lost time in production (e.g. delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year Software Service Fee (the **“On Hold Fee”**).

II. Effects of On Hold Notice. Upon issuing an On Hold Notice, OpenGov shall be entitled, without penalty, to (A) reallocate resources otherwise reserved for the performance of the Professional Services, and (B) stop or caused to be stopped the Professional Services to be provided to the Customer

until the Customer has fulfilled its obligations as set forth in the On Hold Notice. OpenGov shall remove the "On Hold" status, only upon Customer's fulfillment of its obligations set out in the On Hold Notice, including payment of the On Hold Fee. Upon Customer's fulfillment of its obligations in the On Hold Notice, OpenGov may, in its sole discretion, extend the timeline to complete certain Professional Services up to six (6) weeks, depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold). OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities or adhere to a Customer schedule which were brought to the attention of the Customer on a timely basis, unless such delays result, directly or indirectly from the failure of OpenGov or its authorized independent contractors to perform the Professional Services in accordance with this Agreement or applicable SOW.

6.2 **Consequences of Non-Payment.** If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 7. Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

6.3 **Taxes.** All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

7. TERM & TERMINATION

7.1 **Term.** Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**") unless sooner terminated pursuant to Section 7.3 below.

7.2 **Renewal.** This Agreement shall automatically renew for another period of the same duration as the Initial Term (the "**Renewal Term**" and together with the Initial Term, the "**Term**"), unless either party notifies the other party of its intent not to renew this Agreement in writing no less than thirty (30) days before the end of the Initial Term.

7.3 **Termination.** Neither party shall have the right to terminate this Agreement without a legally valid cause. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.

7.4 **Effect of Termination.**

(a) **In General.** Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) **Deletion of Customer Data.** Unless otherwise requested pursuant to this Section 7.4(b), upon the expiration or termination of this Agreement the Customer Data, excluding any Insights, shall be deleted pursuant

to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability: Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or

claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in San Mateo County, California, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

[SIGNATURE PAGE TO FOLLOW]

Signatures

Customer: _____

OPENGOV, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[SIGNATURE PAGE TO OPENGOV SOFTWARE SERVICES AGREEMENT]



Statement of Work

City of Seagoville, TX

Created by: Ariana Tuckey
Creation Date: 09/28/21
Document Number: DD-01861
Version Number: 1

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1. Overview

1.1. Preamble

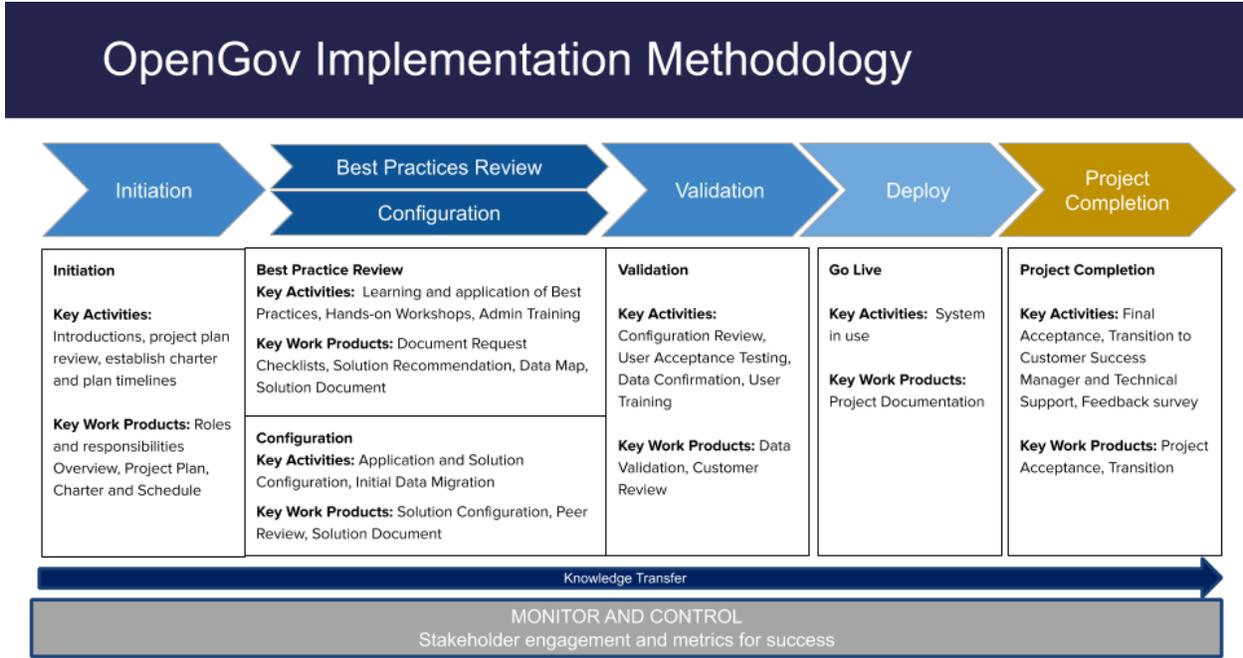
This Statement of Work (“SOW”) identifies services that OpenGov, Inc. (“OpenGov” or “we”) will perform for City of Seagoville, TX (“Customer” or “you”) pursuant to that order for Professional Services entered into between OpenGov and the Customer (“Order Form”) which references the Software Services Agreement or other applicable agreement entered into by the parties (the “Agreement”). For clarity, Customer’s use of the Professional Services are governed by the Agreement and not this SOW. Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement. In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.

1.2. OpenGov’s Modern Cloud ERP

OpenGov is the leader in modern cloud ERP software for our nation’s cities, counties, and state agencies. On a mission to power more effective and accountable government, OpenGov serves agencies across the United States. Built exclusively for the unique budgeting, financial management, and citizen services needs of the public sector, the OpenGov ERP Cloud enables organizations to plan more strategically and collaboratively, streamline mission-critical processes, and communicate with stakeholders more transparently.

- **Cloud ERP for local government.** OpenGov offers transformative solutions for budgeting, financial management, and citizen services with the market-leading reporting and transparency platform--allowing customers to re-allocate up to 1% of their budgets for more strategic outcomes and save thousands of hours on manual and paper-based processes.
- **A trusted and dedicated partner.** Governments nationwide partner with OpenGov to drive more effective and accountable operations and strengthen public trust. Built exclusively for state and local government, OpenGov’s software, services, and expertise are backed by years of employee experience in the public sector.
- **A platform built to grow with you.** Modern cloud architecture ensures all of your users have access to the latest features and upgrades while reducing your IT burden,

minimizing your cost footprint, and breaking down system and data silos. You can future-proof your investment for the next generation thanks to world-class professional services and a roadmap driven by customer feedback, you future-proof your investment for the next generation.



2. Methodology

OpenGov’s deployment methodology, often referred to as the OpenGov Way (“OG Way”), delivers on OpenGov’s mission to power more effective and accountable governments. It is an innovative, modern, and iterative approach that leads our customers to successfully deploy our products and help them successfully achieve their vision. The OG Way differentiates itself in the market by its foundation of customer empowerment. We rely on our years of experience working with governments, leading in governments, and leveraging best practices from the public and private sector in order to coach our customers through the change management needed to leverage our best practices and quality software. This methodology requires a degree of focus and engagement to ensure collaboration between both parties to produce the desired results in a timely manner. We look forward to our partnership and can’t wait to show you how The OG Way will improve the way you do business and the services you’re able to provide to your citizens!

Project Initiation

During project initiation, we will introduce project resources, review the products and services purchased, finalize project timelines, and conduct the kickoff meeting. Both OpenGov and Customer are responsible for assigning their Project Managers for the project. We will hold a planning meeting to review all project documents OpenGov has received to date. We'll also provide additional worksheets that need to be included. We'll set-up meetings to finalize the project plan and ensure there is a centralized location for these documents to be stored for collaboration. Lastly, we'll determine the date for the larger kickoff meeting and discuss the agenda for this critical meeting.

Best Practice Review

- OpenGov will provide your team with access to OG University and OpenGov's Resource Center so that you can start learning.
- Provided checklists with samples of data and information that we'll need completed. We will obtain all data and integration information at this time in our standard format.
- We will review your agency-specific documents to validate your business requirements.
- We will then coach you on our best practices by showing you how our tool works in the most effective manner.
- Based on our best practices review, we'll make solution recommendations based on our domain expertise.
- We'll align with your team based on our understanding of your operating processes based on technical requirements and product functionality.
- We'll review all data and integration requirements. A data map will be mutually agreed upon and signed off on by Customer.
- We'll present a solution document to be mutually agreed upon prior to starting the configuration.

Configuration

- We will set-up the base configuration based on the mutually agreed upon solution document.
- We will mutually configure the use cases based on the mutually agreed upon solution document.
- We will migrate your data based on our mutually agreed upon data map.

Validation

- Review the completed work performed during configuration.

- The appropriate members of the Customer project team will confirm that the solution has been configured correctly based on the solution and data mapping documents by testing the use of the solution.
- Training will be provided based on the selected package, or as set forth herein.
- Any items that were configured or migrated incorrectly based on the data map and solution document will be tracked via an issue log. We will work with your team to identify deployment critical issues that will be worked out prior to launch. If the item is not included in the mutually agreed upon data map and solution document, a mutually agreed upon change order will be discussed as defined in Section 10 Change Management of this SOW.
- The exit criteria for this phase is the sign off by the Customer's Project Manager of the configuration based on the mutually agreed upon solution and data map as defined in Section 9 Acceptance of this SOW.

Deploy

- The solution is usable by Customer.

Project Completion

- Customer is sent a project acceptance form to sign as defined in Section 9 Acceptance of this SOW.
- Customer will be asked to respond to a brief survey to provide feedback about the experience.
- Customer is introduced to Customer Support and educated on how to engage with customer support based on Customer's procured package.

3. Project Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager (as identified below or such alternate designated by OpenGov, the "OpenGov Project Manager") will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

4. Roles and Responsibilities

4.1. Roles and Responsibilities Matrix

OpenGov	
Role	Role Description
Executive Sponsor (“ES”)	Responsible for ensuring alignment on project value proposition and vision. Escalation point for Customer Executive Sponsor to mitigate any risks that the project team cannot resolve. Executive Sponsor attends monthly (or other frequency) executive meetings to review deployment status, documented issue list, status and closure summary.
Project Manager (“PM”)	Responsible for the delivery of the professional services based upon the agreed upon contract and SOW within the budgeted hours and timeframe. Ensures the project is properly forecasted, assigns tasks/resources, and tracks toward project completion. Holds executive steering committee meetings and/or quarterly business reviews as appropriate to ensure project issues are properly escalated and success is achieved. Facilitates the transition to support.
Analyst (“IA”)	Responsible for helping Customer configure OpenGov’s product suites as assigned. The Analyst is the primary consultant, guiding Customer through configuration working sessions to put together successful workflows.
Subject Matter Expert (“SME”)	OpenGov Subject Matter Experts (“SMEs”) will engage in strategy, design, and execution discussions internally and with Customer during the deployment. The SME has a specific area of expertise, and depending on the scope of the project more than one SME may engage. The SME will not be on all working sessions, but will be involved per the direction of the OpenGov Project Manager.
Integration Engineer (“IE”)	Responsible for migrations, conversions, and integrations as assigned. Responsible for providing clear direction on specifications to ensure proper delivery of migration, conversions, and integrations. Clear data mapping and data validation to be provided with customer sign-offs obtained by the OpenGov Project Manager.
Account Executive	The Account Executive is responsible for the sales cycle. Aligning

<p>(“AE”)</p>	<p>on program vision, value proposition, and contract terms. The Account Executive will facilitate project kickoff along with the OpenGov Project Manager. The Account Executive will be engaged with the customer throughout their journey with OpenGov, post-deployment and beyond.</p>
<p>Customer Manager (“CM”)</p>	<p>The Customer Manager (“CM”) is the primary customer relationship holder post-Deploy. The “Air Traffic Controller” or “Quarterback” of OpenGov resources with focus on long term success of Customer’s partnership with OpenGov. The CM will engage with Customer to discuss adoption strategy and conduct periodic reviews to ensure Customer’s key stakeholders understand all OpenGov offerings and how they align to key Customer priorities. The CM will be introduced at deployment kick-off, but will not be an active participant in deployment working sessions. As the deployment approaches closure, the CM’s engagement will ramp-up, and the OpenGov Project Manager to CM meeting with Customer will occur prior to Project Completion.</p>
<p>Customer</p>	
<p>Role</p>	<p>Role Description</p>
<p>Budget Owner (“BO”)</p>	<p>The Customer Budget Owner commits the funds to the project deployment, assesses the value to the cost (ROI), and approves changes orders. In some cases, the Budget Owner and Executive Sponsor are the same person.</p>
<p>Executive Sponsor (“ES”)</p>	<p>Responsible for ensuring Customer team is aligned to core project value proposition and goals. Able to intervene if the project goes off track, and has ability to make decisions on timeline and budget when decisions are stalled. The Executive Sponsor is not expected to regularly attend deployment working sessions. Executive Sponsors, attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status and closure summary.</p>
<p>Project Manager (“PM”)</p>	<p>Serves as the primary contact for OpenGov Project Initiation, Best Practice Review, Configuration, Validation, Deploy, Project Completion. Coordinates meetings and schedules. Controls communication between the Customer and OpenGov project teams.</p>
<p>Project Lead (“PL”)</p>	<p>Is an internal SME in the functional area of deployment. Attends working sessions, trainings, and responsible for reviewing</p>

	configurations. Primary OpenGov counterpart will be the Analyst.
Data and SystemsLead (“DSL”)	Responsible for mapping out data infrastructure and validating migration, conversion, integration requirements. Someone who is able to connect OpenGov team with any of Customer’s third-party data sources and vendors as needed to fulfill SOW requirements.

4.2. OpenGov Roles and Responsibilities RACI

Phases	Frequency	OpenGov				Customer			
		ES	PM	IA	IE	ES	PM	PL	DSL
Project Initiation	One-time	I	R	I	I	I	A	C	I
Best Practice Review	Iterative	I	R	C	I	I	A	C	I
Configuration	Iterative	I	A	R	R	I	R	A	C
Validation	Iterative	I	A	C	C	I	A	R	C
Deploy	Iterative	I	A	A	I	I	A	R	I
Project Completion	One-time	I	R	C	I	I	R	A	C

- R = Responsible to perform the task
- A = Accountable for the task being completed
- C = Consulted with prior to the activity being performed
- I = Informed that the task has been completed

5. Governance

Project Governance provides the foundation and framework to manage deployments by assessing progress and addressing questions and challenges during the course of deployment. OpenGov follows three guiding principles for governance to maximize the deployment value with our customers:

- **Regular communication** aligned to the agreed upon project plan and timing will occur. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, as we can only address items when known.
- **Executive involvement** is expected from both OpenGov and Customer. Not only may Executives be called upon to clarify expectations and/or confusion, but also to steer strategic items to maximize the value through the deployment.
- **Commitment to the direction** outlined in this SOW and critical assessment change orders to ensure they drive value.

5.1. Regular Communication Components

Meeting		Frequency	Purpose	Participants	
				OpenGov	Customer
Quarterly Management Review (“QMR”)	Engagement Review	Quarterly	Overview of Program Status, Value Realization, trends, savings reports, program improvement, technology, and discuss program adjustments	PM, ES, others as necessary	PM, PL, ES, others as necessary
	Statement Committee	Bi-Annually	Review of milestones per commercial agreement, review budget and fiscal matters. Discuss strategic direction from deployment, alignment of OpenGov with Customer’s 3-year roadmap, evaluate potential shift in strategy and	PM, ES, AE, CM	PM, BO. ES

			impact to relationship		
Executive Sponsor Meeting	Monthly / Bi-Monthly	Discuss deployment: - Strategic impacts: timing, scope, process - Value prop changes, confusion - Project specific: items that need guidance, support and/or clarity	PM, ES, plus others as necessary	PM, ES, plus others as necessary	
Weekly Deployment Updates	Weekly	Summary of project actions against project plan. Risks and achievements highlighted in addition to asks of leadership.	Project Team + ES(s)	Project Team + ES(s)	

5.2. Commitment to Project Direction and Goals

This SOW is the direction agreed upon by Customer and OpenGov. Transparency of the plan is paramount for our Customers to attain the value the SOW or any subsequent change order outlines.

Should direction of the deployment become disconnected, OpenGov and Customer Project Managers will outline the gaps as they understand them and communicate the gaps to their respective Executive Sponsor(s) (or Project Teams) for discussion and resolution.

The communication path for this engagement will be outlined in the kick off meeting, documenting both phone numbers and email. The general path is:

OpenGov Project Manager → Professional Services Sr. Manager / SVP → Executive Sponsor

6. Escalation Process

The purpose of this section is to define the escalation process, should it be needed, to support closing issues that are raised, discussed to move forward with the deployment. OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation.

6.1. Process

- Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
- Customer or OpenGov Project Manager summarizes the problem statement and impasse.
- Customer and OpenGov Project Managers will outline solution, acceptance or schedule Executive review in accordance with SLA as defined in Section 7 General Project Assumptions.
- Resolution will be documented and signed off following Executive review in accordance with SLA as defined in Section 7 General Project Assumptions.

6.2. Escalation Requirements

- OpenGov and Customer Project Managers will summarize the impasse and recommendation to present at scheduled or ad hoc executive meetings. Unless otherwise noted in this SOW, Customer Project Manager can approve how hours are used, but not where funding is required.
- Executive Sponsors attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status, and closure summary.
- Steering Committees, where applicable, will be the arbitrator to direction and issue closure. Unless otherwise noted in this SOW, the Customer Executive Sponsor must approve change orders that result in additional cost.
- Customer or OpenGov Subject Matter Experts may be requested to provide input to the issue and assist in closure. Both Customer and OpenGov will make best effort to enable those Subject Matter Experts to be available and participate.

6.3. Documentation

- Issue Escalation: Problem Statement with clear impact to the deployment and/or engagement.
- Acceptance Document: Which will include any change order(s) or other process adjustments required and summary of the resolution.

- Notes from Project Meetings, Executive Reviews, and Steering Committee meetings, as appropriate.

7. General Project Assumptions

OpenGov is excited to work with Customer on the implementation of our OpenGov ERP Cloud. In order to ensure we are able to meet the project timeline and ensure Customer is successful in this implementation, OpenGov asks that Customer abide by the General Assumptions detailed in this SOW.

- This SOW is limited to the Implementation of the OpenGov Cloud as defined in the Project Scope. Any additional services or support will be considered out of scope.
- Customer will commit and provide access to all necessary stakeholders and subject matter experts, and other key parties whose roles are defined in Section 4.1, necessary to the successful implementation of the OpenGov ERP Cloud as defined in this SOW.
- Customer is responsible for internal change management associated with the purchase of new software.
- Response Protocol
 - OpenGov and Customer commit to responding to inquiries, updates, or any other project-related matters in no more than 10 business days throughout the course of this project. If Customer is delayed in its response, Customer acknowledges that: a) the delay may impact the project schedule; and b) any fees for Professional Services due to OpenGov after such delay shall become due and OpenGov may invoice Customer for such prepayment.
 - As set forth in Section 6.1(e) of the Agreement, if extended delays in Customer responsiveness are encountered, OpenGov may opt to put the project into an "On Hold" status, which includes causing OpenGov to stop or cause to be stopped the Professional Services to be provided to the Customer, until the Customer has fulfilled its obligations set forth in the On Hold Notice as described in the Agreement.
 - The Professional Services will be provided during regular business hours (8am to 6pm Central Time) Monday through Friday (holidays excluded).
- SOW Expiration:
 - This SOW is valid for up to 90 days from the Creation Date, or as agreed to in writing by OpenGov and Customer.

8. Project Scope

8.1. OpenGov Reporting & Transparency Platform

8.1.1. OpenGov Reporting & Transparency Platform Project Deliverables

Deliverable	Description
OpenGov Reporting & Transparency Platform	Cloud based Reporting & Transparency Platform that includes: <ul style="list-style-type: none"> • Stories • Open Town Hall • Reporting • Dashboards • Transparency Portal

8.1.2. Project Tasks

The tasks listed below are required for OpenGov and Customer to successfully complete the OpenGov Reporting & Transparency Platform implementation.

8.1.2.1. Initiate

Functionality	Description
Provisioning R&T Platform	OpenGov will provision Customer’s OpenGov entity and verify Customer has access to all purchased modules.
OpenGov University Platform Training	OpenGov will provide access to OpenGov University online training courses intended to teach users on the basics of the Reporting & Transparency Platform.
Stories and Open Town Hall Examples	OpenGov will build out an example of a Story: <ul style="list-style-type: none"> • One standard story based on available templates in OpenGov. OpenGov will build out an example of a topic in Open Town Hall.
Initial Data Migration	OpenGov will upload any applicable datasets to the OpenGov Platform. <ul style="list-style-type: none"> • Base Budget File • Historical Budget and Transactions Files, including beginning balances • Budget Reference Year data files OpenGov will accept flat files such as CSV, Text, and/or Excel

8.1.2.2. Best Practices

Functionality	Description
Overview of Best Practice	OpenGov assesses and identifies how best to configure and map data to ensure success based on materials provided by Customer.
Stories and Open Town Hall Review	The Implementation Analyst will conduct a review of the examples created.
Solution Document	OpenGov will present a solution document to be mutually agreed upon prior to beginning configuration.

8.1.2.3. Configuration

Functionality	Description
Chart of Accounts	OpenGov will review and give feedback on Customer’s general ledger chart of accounts OpenGov will provide a functional build of the proposed OpenGov Chart of Accounts, and gain sign off on acceptance from Customer. OpenGov will configure OpenGov Chart of Accounts in OpenGov system
On-Site Workshop	OpenGov will travel on-site* to develop the functional build of the proposed Chart of Accounts with the Customer. *As COVID restrictions allow.
OpenGov Reports	OpenGov will: <ul style="list-style-type: none"> Set up 3 OpenGov reports (Annual, Budget to Actuals, and Transactions)

8.1.2.4. Validation

Functionality	Description
Chart of Accounts	Once built in OpenGov system, Customer will validate and sign off of transformed Chart of Accounts
Data	Customer will validate and sign off on the datasets uploaded as part of

	the implementation.
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8.1.2.5. Deploy

Functionality	Description
Training Stories	OpenGov will review configured story and train Customer on how to: <ul style="list-style-type: none"> • Create new stories • Update/Maintain current stories • Publish internally and externally
Training Open Town Hall	OpenGov will present configured Open Town Hall site and theme. OpenGov will train Customer on Open Town Hall functionality
Training OpenGov Reports	OpenGov will review configured OpenGov reports. OpenGov will train Customer on report: <ul style="list-style-type: none"> • Configuration • Update/Maintenance • Publishing internally and externally
Training Dashboards	OpenGov will review configured Dashboards OpenGov will train Customer on Dashboard: <ul style="list-style-type: none"> • Configuration • Update/Maintenance • Publishing internally and externally
Platform Training	OpenGov will review configured COA and uploaded data. OpenGov will train Customer on Platform maintenance:: <ul style="list-style-type: none"> • Users • Uploading data • Maintaining COA
Sign Off	Customer will sign off that they have: <ul style="list-style-type: none"> • Configured Story • Configured Open Town Hall • Configured OpenGov reports • Configured Dashboard • Been trained on Stories, Open Town Hall, OpenGov reports, Dashboards

8.2. OpenGov Financials

8.2.1. Financial Suite Project Deliverables

Functionality	Description
OpenGov Financials Suite	Cloud based Enterprise Resource Planning (ERP) system which includes: <ul style="list-style-type: none"> ● Chart of Accounts ● General Ledger ● Accounts Payable ● Purchase Cards ● Bank Reconciliation ● Cash Receipts ● Fixed Assets ● Utility Billing ● Reporting

8.2.2. Project Tasks

The tasks listed below are required for OpenGov and Customer to successfully complete the OpenGov Financial Suite implementation.

8.2.2.1. Initiate

Functionality	Description
Provisioning OG Financials Environment	OpenGov will provision Customers' OpenGov entity and verify Customer has access to all purchased modules.
Reporting Assessment	OpenGov will conduct an assessment of Customer's current reports to determine specific report types needed within: <ul style="list-style-type: none"> ● OpenGov Financials (Financial and Module specific reports) ● OpenGov Reporting and Transparency Platform (Historical and Non-Financial Reports)
Integrations /Interfaces Assessment	OpenGov will work with Customer to assess Customer's Integrations/Interfaces requirements for software platforms listed in Integrations/Interface Buildout section of the Statement of Work.

Initial Data Migration and Review	OpenGov will initiate the migration of 7 years of historical data into the OpenGov Reporting and Transparency platform. OpenGov, along with Customer, will review and initiate the validation of 7 years of historical data in the OpenGov Reporting and Transparency platform.
Open Transaction Data Migration	OpenGov will initiate the migration of Open Transaction Data data into the OpenGov Financials. <ul style="list-style-type: none"> ● Encumbrances (POs) ● Open Invoices ● Uncleared Checks ● Open AR ● Beginning Balance and Mid-Year Transactions ● Adopted Budget, if applicable Mid-Year Budget Adjustments
OpenGov University Training	Customer will be assigned roughly 10 hours of training via OpenGov University, to be completed throughout the course of the project. Modules to include training for the Core Financials Solution within the OpenGov Financials Suite as well as the Reporting & Transparency Platform.

8.2.2.2. Best Practices

Functionality	Description
Overview of Best Practice	OpenGov assesses and identifies how best to configure and map data to ensure success based on materials provided by Customer.
Customer Inputs	OpenGov will share what is needed to obtain from Customer and why the information drives a successful outcome.
Discuss Recommended process versus Current process	OpenGov will review department specific documents. Coach the Customer on Best Practice application. OpenGov will make solution recommendations based on our domain expertise.
Solution Document	OpenGov will present a solution document to be mutually agreed upon prior to beginning configuration.

8.2.2.3. Configure

Functionality	Description
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<p>Configuration of Chart of Accounts</p>	<p>OpenGov will conduct an assessment of Customer’s current STW Chart of Accounts structure.</p> <p>OpenGov will create a “Proof of Concept” design for a transformed Chart of Account, using GASB standard best practice.</p> <ul style="list-style-type: none"> • OpenGov will provide a crosswalk to Customer’s current Chart of Accounts for validation purposes <p>OpenGov will secure Sign Off on the transformed Chart of Accounts.</p> <p>OpenGov will build Customer’s approved Chart of Accounts in OpenGov Financials system:</p> <ul style="list-style-type: none"> • Build Valid Accounts • Individual Segments • COA Based Security <p>OpenGov will secure validation and sign off of transformed Chart of Accounts</p>
<p>General Ledger</p>	<p>OpenGov will configure General Ledger Module</p> <p>OpenGov will provide working sessions to include (but not limited to):</p> <ul style="list-style-type: none"> • Data Review • Improved Procedural Processes • Build recurring templates (if applicable) • Validate Reporting • Review configuration with Customer <p>OpenGov will provide knowledge transfer and a series of working sessions for the General Ledger module.</p> <p>OpenGov will work with Customer to validate new OGF adopted General Ledger Processes and Data</p> <p>OpenGov will provide OGF standard reporting for the General Ledger Module to include COA</p>
<p>Accounts Payable</p>	<p>Opengov will configure Accounts Payable Module</p> <p>OpenGov will configure consolidated cash</p> <p>OpenGov will set up:</p> <ul style="list-style-type: none"> • Banks • ACH • Positive Pay • Check format and printers • Current year budget • Vendors • 1099 Processing • Misc Vendors <p>OpenGov will provide working sessions to include (but not limited to):</p> <ul style="list-style-type: none"> • Data Review • Improved Procedural Processes • Build recurring templates (if applicable) • Validate Reporting • Review configuration with Customer

	<p>OpenGov will provide knowledge transfer and a series of working sessions for the Accounts Payable module</p> <p>OpenGov will work with Customer to validate new OGF adopted Accounts Payable Processes and Data</p> <p>OpenGov will provide OGF standard reporting for the Accounts Payable Module</p>
<p>Cash Receipts</p>	<p>OpenGov will configure Cash receipts module</p> <p>OpenGov will set up:</p> <ul style="list-style-type: none"> ● Cash Receipt types ● Receipts format and printers ● Journal entry controls ● Credit card processing interfaces/processors (as defined in presales process) ● Utility Billing batches ● Collection agencies <p>OpenGov will provide working sessions to include (but not limited to):</p> <ul style="list-style-type: none"> ● Data Review ● Improved Procedural Processes ● Build recurring templates (if applicable) ● Validate Reporting ● Review configuration with Customer <p>OpenGov will provide knowledge transfer and a series of working sessions for the Cash Receipts module.</p> <p>OpenGov will work with Customer to validate new OGF adopted Cash Receipts Processes and Data</p> <p>OpenGov will provide OGF standard reporting for the Cash Receipts Module</p>
<p>Purchase Card</p>	<p>OpenGov will configure Purchase Cards module</p> <p>OpenGov will set up:</p> <ul style="list-style-type: none"> ● Bank interface (for downloading and uploading statements) ● Purchase card users ● Approval routing ● Journal entry <p>OpenGov will provide working sessions to include (but not limited to):</p> <ul style="list-style-type: none"> ● Data Review ● Improved Procedural Processes ● Build recurring templates (if applicable) ● Validate Reporting ● Review configuration with Customer <p>OpenGov will provide knowledge transfer and a series of working sessions for the Purchase Card module.</p> <p>OpenGov will work with Customer to validate new OGF adopted Purchase Card Processes and Data</p> <p>OpenGov will provide OGF standard reporting for the Purchase Card</p>

	Module
Bank Reconciliation	<p>OpenGov will configure Bank Reconciliation module</p> <p>OpenGov will set up:</p> <ul style="list-style-type: none"> ● Bank interfaces (for downloading and uploading statements) ● Unmatched items process <p>OpenGov will provide working sessions to include (but not limited to):</p> <ul style="list-style-type: none"> ● Data Review ● Improved Procedural Processes ● Build recurring templates (if applicable) ● Validate Reporting ● Review configuration with Customer <p>OpenGov will provide knowledge transfer and a series of working sessions for the Bank Reconciliation module.</p> <p>OpenGov will work with Customer to validate new OGF adopted Bank Reconciliation Processes and Data</p> <p>OpenGov will provide OGF standard reporting for the Bank Reconciliation Module</p>
Fixed Assets	<p>OpenGov will configure Fixed Assets module</p> <p>OpenGov will set up:</p> <ul style="list-style-type: none"> ● Asset groups ● Fleet groups ● Useful life and Depreciation Method <p>OpenGov will provide working sessions to include (but not limited to):</p> <ul style="list-style-type: none"> ● Data Review ● Improved Procedural Processes ● Build recurring templates (if applicable) ● Validate Reporting ● Review configuration with Customer <p>OpenGov will provide knowledge transfer and a series of working sessions for the Fixed Assets module.</p> <p>OpenGov will work with Customer to validate new OGF adopted Fixed Assets Processes and Data</p> <p>OpenGov will provide OGF standard reporting for the Fixed Assets Module</p>
Utility Billing	<p>OpenGov will configure Utility Billing module</p> <p>OpenGov will set up:</p> <ul style="list-style-type: none"> ● Cycles ● Routes ● Transactions types ● Service types ● Rates ● Meters/Meter Reading ● Work orders

	<ul style="list-style-type: none"> ● Journal entries ● Bank interfaces ● Statements ● Customers ● Services addresses ● Billing and Statements ● Payment Processing (Creditcards) ● Unclaimed Property ● CASS Certification ● Utility Billing Customer Facing Portal <p>OpenGov will evaluate and configure Utility Billing Controls OpenGov will review module configuration with Customer OpenGov will provide knowledge transfer and Validation working sessions OpenGov will provide Utility Billing module reports:</p> <ul style="list-style-type: none"> ● Service Account ● Services Provided ● Meter related ● Transaction history ● Meter reading ● Rate study ● Month end ● Account audit
Security	<p>Set up authentication</p> <ul style="list-style-type: none"> ● Users and Group (may or may not include SSO) <p>Set up Authorization</p> <ul style="list-style-type: none"> ● Module/application access controls ● COA based ● Separation of duties <p>Evaluate and configure Security controls and log in requirements Admin Validation (Knowledge transfer via working sessions)</p>

8.2.2.4. Validation

Functionality	Description
Validation of Configured Modules	<p>Customer will provide sign off and final validation of all deployed modules. Validation of:</p> <ul style="list-style-type: none"> ● Configuration of deployed modules to agreed upon Solution Document ● System Administrator and User training has been completed through knowledge transfer, a series of working sessions, and/or

	User Acceptance Testing training <ul style="list-style-type: none"> • OGF standard financial reports • Go Live Plan Completion • Cutover Planning Checklist
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8.2.2.5. Deploy

Functionality	Description
Final Data Load	OpenGov will perform the final data upload of all GAP Data accumulated between the initial data upload and system go live date. <ul style="list-style-type: none"> • This GAP data upload may require black out dates where Customer is not inputting data into the legacy system.
Post Deployment Support	OpenGov will provide post deployment support in the form of assistance with initial (to include but not limited to): <ul style="list-style-type: none"> • Processing of requisitions and purchase orders • Accounts Payable check run • Printing and submitting of checks to the bank • Running reports • Live Bank Reconciliation

8.3. OpenGov Budgeting & Planning

8.3.1. Budget & Planning Project Deliverables

Functionality	Description
OpenGov Budgeting & Planning Suite	Budgeting & Planning Suite, includes: <ul style="list-style-type: none"> • Operating Budget • Workforce Planning • Capital Improvement Project Budgeting • Budget Reporting

8.3.2. Project Tasks - Budgeting and Planning

The tasks and responsibilities listed below are required for OpenGov and Customer to successfully complete the OpenGov Budgeting and Planning Suite implementation.

8.3.2.1. Initiate

Functionality	Description
<p>Documentation Receipt</p>	<p>Customer to provide OpenGov:</p> <ul style="list-style-type: none"> ● Budget export ● Examples of the documentation currently provided to department, ● Budget schedule, ● Management budget reports example
<p>OpenGov University Budget Training</p>	<p>During the initial phase, OpenGov will provide system training to administrators.</p> <p>Training will include:</p> <ul style="list-style-type: none"> ● How to create <ul style="list-style-type: none"> ○ a budget ○ a proposal ○ a worksheet ○ add a line item ○ reselect line items ○ submit a budget ● Reporting overview ● Stories overview ● Open Town Hall overview ● Workforce Planning Overview
<p>Budget and Workforce Solution Examples</p>	<p>OpenGov will build out examples of best practices for budgeting solutions:</p> <p><i>Operating</i></p> <ul style="list-style-type: none"> ● 2 budget instances in OpenGov ● 2 proposals for each budget instance (Traditional and OpenGov) ● 3 budget reports <ul style="list-style-type: none"> ○ Operating Budget Development ○ Operating Budget Details ○ Operating Budget Categories ● 1 budget story for review <p><i>Capital</i></p> <ul style="list-style-type: none"> ● 1 budget instances in OpenGov ● 2 proposals ● 3 budget reports <ul style="list-style-type: none"> ○ Capital Budget Development ○ Capital Budget Details ○ Capital Budget Categories ● 1 capital story for review

	<p>Workforce Planning Shell</p> <ul style="list-style-type: none"> ● 4 Standard cost elements <ul style="list-style-type: none"> ○ Wages ○ Insurance ○ Retirement ○ Taxes
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8.3.2.2. Best Practices

Functionality	Description
Overview of Best Practice	OpenGov assesses and identifies how best to configure and map data to ensure success based on materials provided by Customer.
Budget and Workforce Solution	The Implementation Analyst will conduct a review of the examples created and work with the customer to confirm a budget format on which to move forward.
Solution Document	OpenGov will present a solution document to be mutually agreed upon prior to beginning configuration.

8.3.2.3. Configure

Functionality	Description
Base Budget File	OpenGov will configure and upload Customer’s base budget file into OpenGov.
Budget Configuration	<p>Based on the Review and Confirmation phase OpenGov OpenGov will set up Customer’s preferred budget format:</p> <p><i>Operating</i></p> <ul style="list-style-type: none"> ● 1 Budget instance ● 2 Proposals (Department) ● Corresponding worksheets (single, fund, division, or function) ● 1 standard budget Story template <p><i>Capital</i></p> <ul style="list-style-type: none"> ● 1 Budget instance ● 2 Proposals (Department or Project) ● Corresponding worksheets (single, fund, division, or function) ● 1 standard capital Story template

	<p>Based on the review of the Workforce Planning Shell and with the guidance of the Implementation Analyst, Customer will:</p> <ul style="list-style-type: none"> ● Buildout remaining cost elements ● Populate position template ● Validate Workforce calculation
Budget Configuration Working Sessions	<p>OpenGov will hold working sessions between the Implementation Analyst and Customer for the purpose of validating, reviewing, and iterating upon draft budget instances. Session will focus on:</p> <ul style="list-style-type: none"> ● Set up ● Structure ● Workflow ● User access
Administrator Budget Management Training	<p>OpenGov will provide 1, 60-Minute training sessions to enable Customer's Budget Administrators to manage and maintain their OpenGov budgets including:</p> <ul style="list-style-type: none"> ● User access ● Approval workflow ● Cloning ● Phases ● Proposal status
Dataset and View Configuration	<p>OpenGov will set up 1 export and dataset view to enable budget reports</p>
Budget Report(s)	<p>OpenGov will set up 8 budget reports to include:</p> <p><i>Operating</i></p> <ul style="list-style-type: none"> ● Operating Budget Milestones ● Operating Budget Development ● Operating Budget Details ● Operating Budget Categories <p><i>Capital</i></p> <ul style="list-style-type: none"> ● Capital Budget Development ● Capital Budget Details ● Capital Budget Categories ● Capital Plan Report

Budget Exports and Reporting Training	<p>OpenGov will provide 1, 60-Minute training sessions to enable Customer to own, manage and maintain their OpenGov Budget Data and Reports including:</p> <ul style="list-style-type: none"> • Exports • Dataset views • Reports
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8.3.2.4. Validation

Functionality	Description
Validation of Configured Budgets	The OpenGov Project Manager and Analyst will confirm with Customer’s Project Lead that all budget proposals are configured properly based on the agreed upon format.

8.3.2.5. Deploy

Functionality	Description
Internal Budget User Training	OpenGov will provide 1, 60-Minute training sessions to enable Customer’s internal users to understand budgeting requirements.
Sign Off	Customer will provide written sign off that all Budgets and reports have been configured based on agreed upon formats.

8.4. OpenGov Citizen Services Suite (CIT Suite)

8.4.1. CIT Suite Project Deliverables

Functionality	Description
CIT Suite	<p>Cloud based Permit, Licensing, Code Enforcement software for 3 Service Areas to include</p> <ul style="list-style-type: none"> • 8 Record Type(s) (forms, document templates, fee schedules, workflows) built by OpenGov • CIT System Training • Configuration Training • Internal user Training • Migrations and Integrations

8.4.2. Project Tasks

The tasks listed below are required for OpenGov and Customer to successfully complete the OpenGov CIT Suite implementation.

8.4.2.1. Initiate

Functionality	Description
Creating Environment	OpenGov will provision a CIT environment and FTP site. Customer system administrator will be added to the environment following contract signing and creation.
Documentation Receipt	Customer will provide OpenGov with: <ul style="list-style-type: none"> • Existing application forms • Current workflows • Gathering all existing supporting documentation
System Training	During the CIT System Configuration, OpenGov will provide System Training designed for system administrators, which will include: <ul style="list-style-type: none"> • How to create and customize the public portal in CIT • How to create and customize CIT record types (forms, document templates, fee schedules, workflows) • How to set up inspections in CIT • How to create datasets in CIT • The basic functions of any integrations or other customizations included in the SOW • How to export a dataset from the app

8.4.2.2. Best Practice

Functionality	Description
Overview of Best Practice	OpenGov assesses and identifies how best to configure and map data to ensure success based on materials provided by Customer.
Customer Inputs	OpenGov will share what is needed to obtain from Customer and why the information drives a successful outcome.
Discuss Recommended Process Versus Current	OpenGov will review department specific documents. Coach the Customer on Best Practice application. OpenGov will make solution recommendations based on our domain expertise.

Process	
Solution Document	OpenGov will present a solution document to be mutually agreed upon prior to beginning configuration.

8.4.2.3. Configuration

Functionality	Description
Record Type Configuration (OpenGov - Standard)	<p>OpenGov will configure up to 8 standard record type drafts of Customer’s record types in the CIT system.</p> <p>Along with Customer input OpenGov will be responsible for building:</p> <ul style="list-style-type: none"> ● Customer Application Forms ● Customer Workflow ● Output Documents ● Adding in Customer Fees <p>OpenGov will hold working sessions* between the OpenGov and Customer for the purpose of validating, reviewing, and iterating upon draft record types configuration.</p>
*Working Session	<p>All working sessions will focus on:</p> <ul style="list-style-type: none"> ● Forms ● Workflows ● Fee structures ● Attachment requirements ● Permit/license/letter templates ● User access ● Renewal processes ● Inspection checklists ● Public portal
Record Type Configuration Training Sessions	<p>OpenGov will provide 3, 60-minute configuration training sessions to enable Customer to own configuration of their remaining Record Types.</p> <ul style="list-style-type: none"> ● Sessions will focus on: <ul style="list-style-type: none"> ○ Hands-on training for building, configuring, and maintaining Record Types in CIT. ○ Best practice recommendations on Record Type: <ul style="list-style-type: none"> ■ Building ■ Configuring ■ Maintenance <p>At the end of configuration training sessions, Customer will be responsible for maintenance and configuration of all Record Types.</p>

Migrations and Integrations	
Functionality	Description
Recurring Master Address Table (MAT) Import	<p>OpenGov will import the Customer's location information from your Master Address Table (MAT) file (CSV) into CIT.</p> <p>Customer will provide a clean MAT including all of the community's location information. It must contain the parcel properties latitude/longitude coordinates, and at least 1 unique ID field. The unique ID can never change. OpenGov does not take responsibility for 'dirty' data.</p>
Autofill	
Internal	<p>Allow for dynamic search within the application form to auto-populate a set of form fields.</p> <ul style="list-style-type: none"> Internal autofill is used for data managed within CIT--connecting one Record Type to another.

8.4.2.4. Validation

Functionality	Description
Confirmation	Customer confirms OpenGov has created 8 Record Types.
User Acceptance Testing (admin)	<p>OpenGov will require Customer to validate</p> <ul style="list-style-type: none"> Application is working as intended <ul style="list-style-type: none"> Internal processes and or workflows Front End processes (Public views) The administrator knows how to: <ul style="list-style-type: none"> Make changes Troubleshoot problems Create or configure new Record Types

8.4.2.5. Deploy

Functionality	Description
Internal User Training	<p>OpenGov will provide 2, two-hour training sessions designed for Internal Users such as Inspectors or Intake Review staff.</p> <ul style="list-style-type: none"> Internal Users are trained to:

	<ul style="list-style-type: none"> ○ Understand how to use the system to complete the tasks needed perform their roles/responsibilities ○ Understand the functionality and workflow of the Permitting, Licensing or Code Enforcement process. ○ Build reports in Citizen Services Explorer Module.
Sign Off	<p>Customer to complete OpenGov-provided sign off document</p> <p>Customer will provide written approval that Administrator can:</p> <ul style="list-style-type: none"> ● Build/Configure ● Troubleshoot ● Maintain <p>Customer will provide written approval that Internal Users:</p> <ul style="list-style-type: none"> ● Have been trained on: <ul style="list-style-type: none"> ○ Functionality ○ Tasks needed to perform their roles/responsibilities

9. 3rd Party Applications (Payroll)

OpenGov will provide oversight to Customer as it pertains to the implementation of Payroll. Deliverables specific to Payroll implementation are outlined in Appendix A.

10. Travel Expenses

All rates and fees are exclusive of work-related travel, living and other expenses. Customer will be billed for actual expenses as incurred.

All Travel and Lodging expenses will be approved in advance in writing by the Customer Project Manager prior to OpenGov incurring any such expenses and booking non-refundable travel expenses. Such expenses shall be in compliance with Customer’s travel and expense guidelines provided to OpenGov.

Unless otherwise agreed to by the parties, such travel and expenses shall not exceed \$7,000 for the work specified in this SOW. If additional travel is needed as per discussion with the Customer, it will be mutually agreed upon and be billed as incurred.

11. Acceptance

11.1. Acceptance Process

All Deliverables require acceptance from the Customer Project Manager(s) following the completion of Deliverables and upon Project Closure. Customer is responsible for conducting any additional review or testing of such Deliverable pursuant to any applicable mutually agreed upon acceptance criteria agreed upon by the parties for such Deliverable. Upon completion of these phases, the OpenGov Project Manager shall notify the Customer Project Manager(s) and provide the necessary documents for review and sign off.

The following process will be used for accepting or acknowledging Deliverables and Project Closure:

- OpenGov shall submit the completed Deliverables to Customer to review or test against the applicable acceptance criteria. Customer shall notify OpenGov promptly of its acceptance or rejection in accordance with the agreed upon acceptance criteria.
- Customer must accept all Deliverables that meet the applicable acceptance criteria. OpenGov Project Manager will provide the Customer Project Manager with the OpenGov Acceptance form to sign off on the Deliverable and project. Once all Deliverables required to meet a particular phase have been accepted or are deemed accepted, the phase shall be deemed complete.
- Upon completion of the phase or project, OpenGov allows Customer 10 business days to communicate that the particular Deliverable(s) does not meet Customer's requirements. Failure to communicate that the particular Deliverable(s) does not meet Customer's requirements will be deemed as acceptance and any further work provided to remedy Customer's complaint might incur additional cost.
- Customer shall provide to OpenGov a written notice detailing the reasons for rejection and the nature of the failure to meet the acceptance criteria. OpenGov shall make best effort to revise the non-conforming Deliverable(s) to meet the acceptance criteria and re-submit it to Customer for further review and testing.
- If the acceptance form is not received in accordance with Section 7 General Project Assumptions, the project phase and/or project will be considered accepted and automatically closed.

11.2. Acceptance Requirements

- All acceptance milestones and associated review periods will be tracked on the project plan.
- The Customer Project Manager will have decision authority to approve/reject all project Deliverables, Phase Acceptance and Project Acceptance.

- Any open issues shall receive a response in accordance with Section 7 General Assumptions of this SOW following the Validation Acceptance review, or as mutually agreed upon between the parties, for resolution prior to advancing on in the project.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.

12. Change Management

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- *Change Order* - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Signed by OpenGov and Customer Executives approving funds.

Change documentation will be mutually agreed upon as defined in Section 7 General Assumptions of this SOW. Should that not occur, the change will be added to the next Executive Sponsor agenda for closure.

Example of changes that might arise during a deployment:

- Amending the SOW to correct an error.
- Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- Change in type of OpenGov resources to support the SOW. For example Subject Matter Experts to address simplifying Chart of Account structure.

13. Appendix A

Payroll Module & Tax Filing	<p>WFR Payroll deployment gets you started with the end-to-end payroll process with the ability to calculate gross-to-net, pay employees, make adjustments and perform tax filing (if purchased) through:</p> <ul style="list-style-type: none"> • Pay Period Profiles • Parallel Payroll Tests • Company Tax Setup (Jurisdictions) • Custom Exports/Reports • Company Deduction Types • Company Earning Types • Configure Default Banks • Workers Comp Types • Payroll History up to 4 Quarter of Current Year • Tax Filing Options ONLY - BSI, ADP, Ceridian, KPS • All Payroll Configurations Include: <ul style="list-style-type: none"> • Standard Dashboard Widgets • Global Payroll Settings • Standard Notifications • GL Set Up • In-house manual check printing • Employee Imports • Vendor Payments (ACH/Check) • Payroll Admin training
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Regular Session Agenda Item: 10

Meeting Date: October 18, 2021

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Pre-Development and Professional Services Reimbursement Agreement by and between the City of Seagoville, Texas, and TCCI Taylor Farms 2021 LLC; and providing for an effective date.

BACKGROUND OF ISSUE:

The City Council has been presented with a proposed Pre-Development and Professional Services Reimbursement Agreement (herein the “Agreement”) between the City of Seagoville and TCCI Taylor Farms 2021 LLC (“Developer”), a true and correct copy of said Agreement being attached hereto and incorporated herein by this reference as Exhibit “A”.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Resolution
Pre-Development and Professional Services Reimbursement Agreement

RESOLUTION NO. __-R-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING A PRE-DEVELOPMENT AND PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF SEAGOVILLE, TEXAS, AND TCCI TAYLOR FARMS 2021 LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with a proposed Pre-Development and Professional Services Reimbursement Agreement (herein the “Agreement”) between the City of Seagoville and TCCI Taylor Farms 2021 LLC (“Developer”), a true and correct copy of said Agreement being attached hereto and incorporated herein by this reference as Exhibit “A”; and

WHEREAS, upon full review and consideration of all matters related thereto, the City Council is of the opinion and finds that the terms and conditions of the Agreement should be approved, and that the City Manager should be authorized to execute this Agreement on behalf of the City of Seagoville.

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

SECTION 1. The City Council does hereby approve the Pre-Development and Professional Services Reimbursement Agreement attached hereto and incorporated herein as Exhibit “A” and authorizes the City Manager to execute the same on behalf of the City of Seagoville, Texas.

SECTION 2. This Resolution shall become effective immediately from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, THIS 18th DAY OF OCTOBER 2021.

ATTEST:

APPROVED:

Kandi Jackson, City Secretary

Dennis K. Childress, Mayor

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney

Exhibit “A”

**PRE-DEVELOPMENT AND PROFESSIONAL SERVICES
REIMBURSEMENT AGREEMENT**

This Pre-Development and Professional Services Reimbursement Agreement (“Agreement”), effective as of the Effective Date as defined herein, is made and entered into by and between the CITY OF SEAGOVILLE, TEXAS, a home rule city (the “City”), and TCCI TAYLOR FARMS 2021 LLC,, a Texas limited liability company (“Developer”), the developer of that certain tract of land located within the City’s corporate limits and described in **Exhibit A** attached hereto (the “Development Area”). City and Developer may each be referred to herein as “Party” and collectively as the “Parties”.

Recitals

WHEREAS, the Developer is purchasing and desires to develop the Development Area as a master-planned residential community; and

WHEREAS, the current owner of the Property has petitioned the City for a Public Improvement District (“PID”), which will include the Development Area within its boundaries, under the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”); and

WHEREAS, the City and the Developer hereby recognize and agree that through the entire PID process (creation, negotiation, review, execution, and initial administration), and also during the development process relating to the Development Area, the City will obtain professional services related thereto from independent, third-party professionals related to issues associated with the PID and/or related to issues necessitated by developing the Development Area, including but not limited to all services associated with creation, negotiation, review, and execution of the PID, drafting, negotiating and executing a development agreement and other related agreements including agreements with Developer and/or the PID and/or others as necessary in relation to the PID, as well as legal, expert, appraising, surveying, and consulting services associated with any required exercise of the City’s power of eminent domain that becomes necessary for obtaining property interests necessary for the construction of certain public infrastructure to be built to improve the Development Area (“Professional Services”); and

WHEREAS, the City and the Developer recognize and agree that through the entire development process, including creation, negotiation, review, execution and initial administration of the PID, the City will be required to incur expenses, including expenses for the Professional Services and for legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, court costs, special consultant fees, and fees for administrative time of City staff (collectively “City Expenses”); and

WHEREAS, the Developer recognizes that the City has limited financial resources to expend for the City Expenses and without the financial assistance of the Developer, the City may be unable to expeditiously process the formation of the PID and assist the Developer with developing the Development Area; and

WHEREAS, as a result and in consideration of the foregoing, the Developer desires and hereby agrees to pay and/or reimburse City for all City Expenses in accordance with the terms of this Agreement; and

WHEREAS, the City Council of the City, by and through this Agreement, shall maintain sufficient controls to ensure that the public purpose and best interest of the City are carried out.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree as follows:

Agreement

1. Recitals. The representations, covenants, and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into this Agreement and adopted by the parties to this Agreement.

2. Exhibits. All Exhibits referenced in this Agreement, and listed below, are incorporated herein for all purposes; specifically:

Exhibit A – Legal Description and Boundary Survey of Development Area.

3. Payment for City Expenses. Developer shall be responsible for reimbursing City for the payment of City Expenses subject to the terms of this Section 3.

(a) Upon execution of this Agreement, the Developer shall deliver to the City \$20,000 (“Developer Deposit”) to be used by the City for the sole purpose of making payment for City Expenses including but not limited to City Expenses incurred for Professional Services performed by City Consultants. For purposes of this Agreement, “City Consultants” means such professionals as City may engage to provide advice and counsel and other professional services in association with the Professional Services, which professionals shall include, but not be limited to, attorneys, professional engineers, surveyors, accountants, appraisers, and financial advisors and specifically includes but is not limited to:

- a. Nichols, Jackson, Dillard, Hager & Smith, LLP;
- b. Hilltop Securities;
- c. Bracewell, LLP;
- d. P3Works, Inc.
- e. Pyles Whatley Corporation; and
- f. Half Associates, Inc.

(b) City agrees to hold the Developer Deposit in a separate fund maintained by City within City’s books of account. Notwithstanding the foregoing, City may commingle the funds for the Developer Deposit with City’s other funds held within City’s depository or investment accounts provided all funds received into and spent from such separate fund are accounted for by City as provided in the paragraph (d), below.

(c) Not later than ten (10) business days after receipt of written notice from City that the balance in the Developer Deposit has decreased to less than \$5,000, Developer shall remit to City an additional amount necessary to restore the balance of the Developer Deposit to \$20,000. Developer understands and agrees that if Developer fails to pay and/or make replenishment payment(s) in accordance with the requirements of this Section 3(c), City may, at City's sole discretion, cease incurring additional City Expenses, including, but not limited to, directing all City Consultants to cease all work hereunder until such time as Developer deposits funds with City in an amount sufficient to comply with its obligations under this Section 3(c).

(d) Upon written request from Developer, but in no case more often than once each sixty (60) days during the term of this Agreement, City agrees to provide a written account of the funds spent from the Developer Deposit. Developer shall have the right to examine the invoices and receipts supporting the expenditures made by City; provided, however, City shall be entitled to redact any information from invoices provided by any City Consultant which City has determined, in City's sole discretion, is protected by the attorney/client privilege or constitutes attorney work product. Developer shall have ten (10) days after receipt of City's account to review City's accounting and make objections thereto. If Developer objects to any City Expense paid from the Developer Deposit, the Parties shall attempt to resolve the dispute within a reasonable period of time. However, if notwithstanding their collective good faith effort the dispute cannot be timely resolved, City's payment of the disputed City Expense shall be final.

(e) In engaging any City Consultant, City shall act in good faith and shall not incur unnecessary or unreasonable costs or pay costs other than the City Expenses from the Developer Deposit.

(f) If Developer determines to not proceed with the creation of the PID, Developer will notify City pursuant to Section 5, below. Upon Developer's notice of termination of this Agreement, City will promptly notify all City Consultants to stop work and cease incurring further City Expenses.

(g) Not later than ten (10) days after City has determined that City has paid all City Expenses and that no further City Expenses will be incurred pursuant to this Agreement, City agrees to refund to Developer any remaining balance of the Developer Deposit. If on termination of this Agreement, the funds in the Developer Deposit are insufficient to pay City Expenses that remain due and payable, not later than ten (10) days after receipt of written request from City, Developer shall pay to City an amount equal to the remaining unpaid City Expenses less the balance of any of the Developer Deposit remaining in City's accounts. Notwithstanding any other provision of this Agreement to the contrary, the obligations of the Parties set forth in this Section 3(g) shall survive any termination of this Agreement, and the Parties do not release or discharge their respective rights to such payments.

(h) For purpose of this Agreement, City may be reimbursed for City Expenses, including but not limited to the City Expenses incurred in the negotiation and execution of this Agreement, notwithstanding a portion of such City Expenses were incurred and the work performed by the City Consultants prior to the Effective Date.

4. City's Obligations. In utilizing Professional Services, the City shall act in good faith and shall not incur costs unnecessarily and arbitrarily. The parties agree that nothing in this Agreement obligates the City to enter into a Development Agreement, approve creation or establishment of a PID or enter agreements relating thereto, or otherwise approve any particular project proposed by the Developer and that the City retains its authority to approve, deny, or approve in part, any project or district in accordance with state law and the City's adopted regulations. Developer's obligation to pay the City Expenses shall exist and continue independent of whether a Development Agreement is executed, and regardless of whether the PID is approved or established or whether agreements necessary thereto are executed. This Agreement confers no vested rights or development rights on the Property or to the Developer or Owner of the Property.

5. Termination. Either Party may terminate this Agreement for any reason or for no reason by providing not less than five (5) business days' written notice of termination to the other Party. Termination of this Agreement shall be the sole and exclusive remedy of City or Developer, as the case may be, for any claim by either Party of any breach of this Agreement by the other Party. City shall be entitled to pay City Expenses from the Developer Deposit for:

(a) Work performed by City Consultants or others in providing Professional Services incurred through the date of termination; and

(b) Expenses for which City is contractually obligated to reimburse a City Consultant or other person or entity providing Professional Services.

6. City's Right to Information. Promptly on request by the City or any of the City's professional consultants providing Professional Services in accordance with this Agreement, the Developer agrees to provide such information relating to development of the Development Area, including financial information, as the City or its consultants may in their discretion determine is necessary for their evaluation of the feasibility or advisability of the PID, or of the creation or use of a particular district or zone in furtherance of the Development Area. The City shall direct its City Attorney and other legal counsel retained not to release any data or information provided by the Developer to a third party, unless either the Developer provides written consent for such release or the City is otherwise directed to release the information by the Office of the Texas Attorney General ("OAG"). In addition, absent the Developer's authorization for the release of the Developer's data and information, the City shall direct the City Attorney to diligently seek approval of the OAG to withhold proprietary and confidential information subject to a request for public information pursuant to Chapter 552 of the Texas Government Code.

7. City Attorney's Obligations. Notwithstanding anything to the contrary contained herein, the Developer acknowledges that the City Attorney shall exclusively represent the legal interest of the City of Seagoville, Texas, and that no attorney-client privilege between the Developer and the offices of the City Attorney, or any of its attorneys, shall be established by virtue of this Agreement.

8. No Obligation to Establish PID. Developer acknowledges that City has no obligation to establish the PID or to issue any bonds or other indebtedness with respect thereto,

and nothing contained within this Agreement shall create any such obligation. Developer's obligation to pay the City Expenses as provided herein above shall exist and continue independent of whether the PID or bonds or other indebtedness are approved. This Agreement shall confer no vested rights or development rights on the Property or to Developer. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development on the Property.

9. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the obligation of the Developer to pay City Expenses.

10. Amendment. This Agreement may only be amended or altered by written instrument signed by the Developer and the City.

11. Successors and Assigns. Neither the City nor the Developer may assign or transfer this Agreement or any interest in this Agreement without prior written consent of the other party. This Agreement is binding upon and inures to the benefit of the City and the Developer and their permitted assigns; however, this Agreement confers no rights or benefits on any third parties and, in particular, no rights or benefits on any provider of Professional Services other than for payment of services rendered.

12. Notice. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified Mail Return Receipt Requested, on the earlier of the date actually received at the delivery address or five business days after mailed; (b) if deposited with a private delivery service (such as U.P.S. or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address; and (c) if otherwise given (including by E-mail), when actually received at the delivery address. All notices shall be addressed as set forth below; however, any party may change its address for purposes of this Agreement by giving notice of such change as provided by this Section 11:

City:

City of Seagoville
Patrick Stallings, City Manager
702 US-175 Frontage Road
Seagoville, Texas 75159

With a Copy to:

Victoria W. Thomas, City Attorney
Nichols Jackson Dillard Hager & Smith
500 North Akard, Suite 1800
Dallas, Texas 75201

Developer:

TCCI Taylor Farms 2021 LLC
Attn: Tommy Cansler
14675 Dallas Parkway, Suite 575
Dallas, Texas 75254

With a Copy to:

13. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either party.

14. Applicable Law. This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue for any dispute arising out of this Agreement shall lie in Dallas County, Texas.

15. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

17. Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its respective obligations under this Agreement.

18. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

19. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein.

21. Attorney's Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees from the non-prevailing party.

22. Non-Recordation. This Agreement shall not be recorded.

23. Effective Date. Whether signed in duplicate counterparts or on the same document, this Agreement shall be effective on the date it bears the signatures of authorized representatives of all of the Parties (the "Effective Date").

Executed by Developer and City to be effective on the Effective Date.

DEVELOPER:

Date: 9/8/21

TCCI Taylor Farms 2021 LLC, a Texas limited liability company

By: TCCI Management Corp., its Managing Member and a Texas for-profit corporation

By: 
Tommy Cansler, President & Director

CITY:

Date: _____

City of Seagoville, Texas

By: _____
Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

Approved as to form:

By: _____
Victoria W. Thomas, City Attorney
(090221vwtTM124572)

EXHIBIT "A"

[Legal Description and Boundary Survey for Development Area]

PROPERTY DESCRIPTION

BEING a tract of land situated in the City of Seagoville, Dallas County, Texas, a part of Herman Heider Survey, Abstract No. 541, and being part of a called 128.468 acre tract of land described in a Special Warranty Deed to Charlotte Lee Taylor, recorded in Instrument No. 20070095730, Deed Records, Dallas County, Texas (D.R.C.C.T) and being part of a called 130.102 acre tract of land described in a Special Warranty Deed to Charlotte Lee Taylor, recorded in Instrument No. 20070095728, (D.R.C.C.T) and being more particularly described as follows:

BEGINNING at a five-eighths inch iron rod with cap stamped "3963" found at the east corner of said 130.102 acre tract of land, said iron rod being in the southwest line of a called 10.0 acre tract of land described in Deed to O.D. Ogletree, recorded in Volume 240, Page 856, D.R.D.C.T.;

THENCE South 45 degrees 13 minutes 16 seconds West, a distance of 713.17 feet along the southeast line of said 130.102 acre tract of land to a point for corner in or near the centerline of East Simonds Road (a variable width right-of-way);

THENCE South 45 degrees 46 minutes 54 seconds West, a distance of 196.08 feet along the southeast line of said 130.102 acre tract of land and along the centerline of East Simonds Road to a Mag Nail Found at the most easterly corner of a right-of-way dedication described in Seagoville Fire Station No. 2 Plat, an addition to the City of Seagoville, recorded in Instrument No. 201900213342, Plat Records, Dallas County, Texas (P.R.D.C.T.);

THENCE North 45 degrees 24 minutes 28 seconds West, passing at a distance of 50.00 feet a five-eighths inch iron rod with cap stamped "3963" found, continuing in all a total distance of 513.51 feet to a five-eighths inch iron rod with cap stamped "3963" found at the north corner of Lot 1, Block 1, said Seagoville Fire Station No. 2 Plat;

THENCE South 45 degrees 46 minutes 54 seconds West, passing at a distance of 420.00 feet a one-half inch iron rod with cap stamped "HALFF" found at the west corner of said Lot 1 and the most northerly corner of said right-of-way dedication, continuing in all a total distance of 470.00 feet to a five-eighths inch iron rod with cap stamped "3963" found at the most westerly corner of said right-of-way dedication;

THENCE South 45 degrees 24 minutes 28 seconds East, passing at a distance of 463.51 feet a five-eighths inch iron rod with cap stamped "3963" found, continuing in all a total distance

of 513.51 feet to a Mag Nail found in the southeast line of said 130.102 acre tract of land, said Mag Nail being in or near the centerline of East Simonds Road;

THENCE South 45 degrees 46 minutes 54 seconds West, a distance of 1,336.12 feet along the centerline of East Simonds Road to a point for corner in the southeast line of said 128.468 acre tract of land;

THENCE South 45 degrees 08 minutes 24 seconds West, a distance of 1,858.12 feet along the southeast line of said 128.468 acre tract of land and along the centerline of East Simonds Road to a point at the south corner of 128.468 acre tract of land, said point being in the northeast line of Seagoville Road (an 80 foot right-of-way);

THENCE North 44 degrees 53 minutes 30 seconds West, along the southwest line of said 128.468 acre tract of land and along the northeast line of Seagoville Road, passing at a distance of 21.76 feet a three-eighths inch iron rod found, continuing in all a total distance of 618.41 feet to a five-eighths inch iron rod with cap stamped "3963" found for corner;

THENCE North 44 degrees 57 minutes 32 seconds West, along the southwest line of said 128.468 acre tract of land and along the northeast line of Seagoville Road, a distance of 605.38 feet to a five-eighths inch iron rod with cap stamped "3963" found for corner;

THENCE North 45 degrees 02 minutes 28 seconds East, a distance of 654.61 feet to an iron rod set for corner;

THENCE North 43 degrees 19 minutes 56 seconds West, a distance of 1,050.42 feet to a one-half inch iron rod with cap stamped "Bohler Eng" set (hereinafter called iron rod set) for corner;

THENCE South 45 degrees 02 minutes 28 seconds West, a distance of 684.42 feet to a iron rod set in the southwest line of said 128.468 acre tract of land, said iron rod being in the northeast line of Seagoville Road;

THENCE North 44 degrees 57 minutes 32 seconds West, along the southwest line of said 128.468 acre tract of land and along the northeast line of Seagoville Road, a distance of 173.60 feet to a one-half inch iron rod set at the west corner of said 128.468 acre tract of land, from which a one-half inch iron rod found at the west corner of called 3.995 acre tract of land described in Volume 5626, Page 665, Deed Records, Dallas County, Texas bears North 44 degrees 57 minutes 32 seconds West a distance of 100.00 feet;

THENCE North 44 degrees 56 minutes 08 seconds East, a distance of 3,489.59 feet to a point for corner in the northwest line of said 130.102 acre tract of land;

THENCE North 44 degrees 32 minutes 19 seconds East, a distance of 1,074.56 feet to a three-eighths inch iron rod found at the north corner of said 130.102 acre tract of land;

THENCE along the northeast line of said 130.102 acre tract of land as follows:

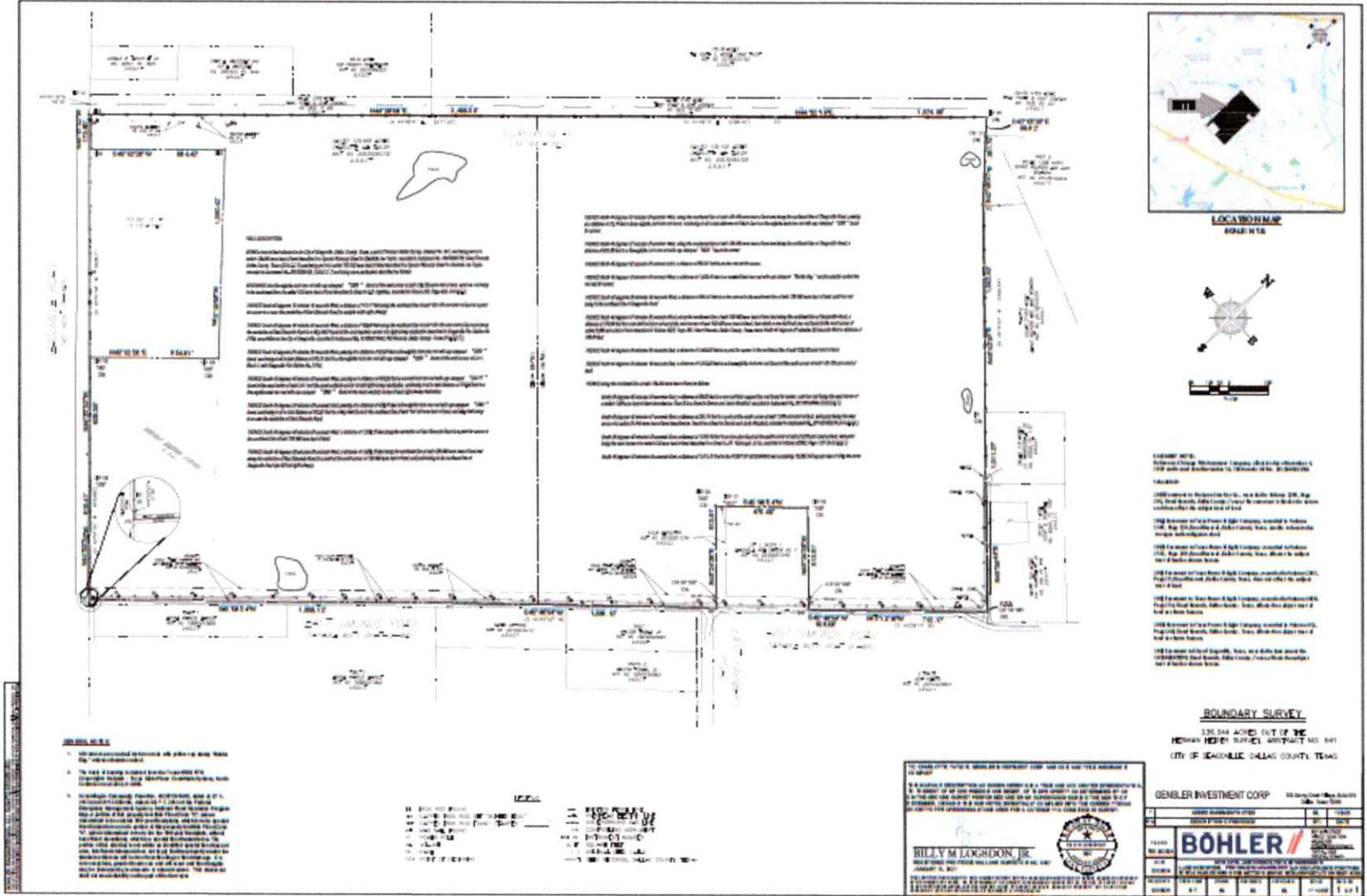
South 43 degrees 05 minutes 38 seconds East, a distance of 89.62 feet to a one-half inch capped iron rod found for corner, said iron rod being the west corner of a called 1.098 acre tract of land described as Tract B in a Deed to Dennis and Janis Woolford, recorded in Instrument No. 201100149454 (D.R.D.C.T.);

South 42 degrees 45 minutes 47 seconds East, a distance of 351.74 feet to a point at the south corner of said 1.098 acre tract of land, said point being the west corner of a called 21.916 acre tract of land described as Tract B in a Deed to Dennis and Janis Woolford, recorded in Instrument No. 201100150319 (D.R.D.C.T.);

South 45 degrees 42 minutes 33 seconds East, a distance of 1,042.40 feet to an iron pipe found at the south corner of said 21.916 acre tract of land, said point being the west corner of a called 3.33 acre tract of land described in a Deed to J.R. Yarbrough, Et Ux, recorded in Volume 92202, Page 1127 (D.R.D.C.T.);

South 45 degrees 35 minutes 44 seconds East, a distance of 1,011.27 feet to the POINT OF BEGINNING and containing 10,295,145 square feet or 236.344 acres.

SAVE AND EXCEPT the Public Street Right-of-Way and General Utility Easement Part 1 and Part 2 filed and recorded as Instrument Number 201900305899 D.R.C.C.T being 4.40 acres and 1.25 acres respectively and totaling 5.65 acres.



RECORDS

1. All measurements in this map were taken by the undersigned.
2. The land is being surveyed pursuant to the Ordinance of the City of Jacksonville, Florida, Chapter 22A, Florida Statutes, which provides for the survey of land.
3. In witness whereof, I have hereunto set my hand and the seal of my office at Jacksonville, Florida, this 15th day of August, 2011.

RECORDS

2011 Survey of the 326.94-acre tract, as shown on the attached map, was conducted by the undersigned on August 15, 2011. The survey was conducted in accordance with the Ordinance of the City of Jacksonville, Florida, Chapter 22A, Florida Statutes, which provides for the survey of land.

2011 Survey of the 326.94-acre tract, as shown on the attached map, was conducted by the undersigned on August 15, 2011. The survey was conducted in accordance with the Ordinance of the City of Jacksonville, Florida, Chapter 22A, Florida Statutes, which provides for the survey of land.

2011 Survey of the 326.94-acre tract, as shown on the attached map, was conducted by the undersigned on August 15, 2011. The survey was conducted in accordance with the Ordinance of the City of Jacksonville, Florida, Chapter 22A, Florida Statutes, which provides for the survey of land.

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EXEMPT NOTES

1. The land is being surveyed pursuant to the Ordinance of the City of Jacksonville, Florida, Chapter 22A, Florida Statutes, which provides for the survey of land.

2. The land is being surveyed pursuant to the Ordinance of the City of Jacksonville, Florida, Chapter 22A, Florida Statutes, which provides for the survey of land.

3. The land is being surveyed pursuant to the Ordinance of the City of Jacksonville, Florida, Chapter 22A, Florida Statutes, which provides for the survey of land.

BOUNDARY SURVEY

326.94 ACRES OUT OF THE
 HERMAN HEYER SURVEY, ABSTRACT NO. 1811
 CITY OF JACKSONVILLE, DADE COUNTY, FLORIDA

DEMLER INVESTMENT CORP. 8000 BAYVIEW BLVD., SUITE 100, JACKSONVILLE, FLORIDA 32217

BILLY M. LAGSDON, JR.
 REGISTERED PROFESSIONAL SURVEYOR
 STATE OF FLORIDA
 No. 12345

ACRES	FRAC	TOTAL
326.94	0/100	326.94

Regular Session Agenda Item: 11

Meeting Date: October 18, 2021

ITEM DESCRIPTION:

Discuss and consider approving an Ordinance of the City of Seagoville, Texas providing for "all way stop sign" to be installed at the intersection of Hall Road and Judy Lane; authorizing the City Manager or designee to cause the appropriate signage to be erected; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense; providing for publication; and providing an effective date.

BACKGROUND OF ISSUE:

Councilmember Hernandez requested this item.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Ordinance

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS PROVIDING FOR "ALL WAY STOP" SIGNS TO BE INSTALLED AT THE INTERSECTION OF HALL ROAD AND JUDY LANE; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO CAUSE THE APPROPRIATE SIGNAGE TO BE ERECTED; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 17.03.052 provides that the locations wherein stop signs are placed be designated by ordinance; and

WHEREAS, after discussion and consideration, the City Council has determined that it is in the best interest of the City and those traveling the area to designate the intersection of Hall Road and Judy Lane as an all way stop and to direct the City Manager or his designee to cause the appropriate signage to be erected giving notice of the same;

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

SECTION 1. That the intersection of Hall Road and Judy Lane be and it is hereby designated as an all way stop.

SECTION 2. That the City Manager or designee is hereby directed to cause appropriate signs to be erected giving notice of the all way stop established herein and such provision shall not be effective unless such signs or markings are in place at the time of an alleged offense.

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

SECTION 4. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two hundred dollars (\$200.00) for each offense.

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

DULY PASSED by the City Council of the City of Seagoville, Texas, this the 18th day of October 2021.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, CITY ATTORNEY

(/cdb 09.27.2021093021vwtTM125116)

Regular Session Agenda Item: 12

Meeting Date: October 18, 2021

ITEM DESCRIPTION:

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances, Chapter 13, Offenses and Nuisances, by adding a new Article 13.12 “Landscape Maintenance on Commercial Property”; providing for the repeal of all ordinances in conflict; providing a severability clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2000.00) for each offense; and providing an effective date.

BACKGROUND OF ISSUE:

Councilmember Hernandez requested this item.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Ordinance

ORDINANCE NO. ____-2021

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 13, OFFENSES AND NUISANCES, BY ADDING A NEW ARTICLE 13.12 “LANDSCAPE MAINTENANCE ON COMMERCIAL PROPERTY”; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to provide minimum standards and regulations to help safeguard and preserve life, property, and the public welfare by regulating the use and maintenance of commercial properties, specifically the landscaping thereof;

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

SECTION 1. The Code of Ordinances of the City of Seagoville, Texas is hereby amended by amending Chapter 13 “Offenses and Nuisances” by adding a new Article 13.12 “Landscape Maintenance on Commercial Property” to read as follows:

“CHAPTER 13 OFFENSES AND NUISANCES

...

ARTICLE 13.12 LANDSCAPE MAINTENANCE ON COMMERCIAL PROPERTY

Sec. 13.12.001 Definitions

- (a) “*Commercial property*” shall mean all types of occupancies other than residential and shall include any mixed-use occupancy that includes a nonresidential use.
- (b) “*Healthy condition*” shall mean adequately pruned, trimmed, watered, and cultivated appropriate to the species, maintained free of disease and parasites, as determined by the plant shape, color, and condition of foliage and further shall mean alive, free of weeds and attractive.
- (c) “*Landscaped area(s)*” or “*Landscaping*” shall mean any area upon which is located any type of vegetation, grass, plant, seeds or seedlings, turf, lawn, shrub, flower, fruit, tree, vine, or other natural material.

Sec. 13.12.002 Landscaped Areas to Be Maintained on Commercial Property

An owner, tenant, or person in control of any commercial property commits an offense if the person:

- (a) Does not keep the landscaping on the commercial property in a well-maintained, safe, clean, attractive and healthy condition at all times;
- (b) Does not promptly remove all litter, trash, refuse, and waste from the commercial property;
- (c) Does not provide mowing of the lawn areas on the commercial property, said mowing to be on a weekly basis during the months of March, April, and May of each year;
- (d) Does not prune shrubs on the commercial property to maintain a healthy condition;
- (e) Does not prune trees on the commercial property according to guidelines published by the International Society of Arboriculture;
- (f) Does not water landscaped areas of the commercial property on a regular basis to maintain good plant health;
- (g) Waters, irrigates, or causes or permits the irrigation or watering of the commercial property, including landscaped areas between the hours of 9:00 a.m. and 9:00 p.m.;
- (h) Knowingly or recklessly waters, irrigates, or causes or permits the irrigation or watering of the commercial property, including landscaped areas, causing a substantial amount of water to fall upon impervious areas instead of upon the landscaped areas such that a constant stream of water overflows from the lawn or landscape onto a street or other drainage area;
- (i) Operates a lawn or landscape automatic irrigation system or device that has any broken or missing sprinkler head or has not properly been maintained in a manner that prevents the waste of water
- (j) Fails to keep any landscape lighting in working order;
- (k) Discharges, deposits, blows, or sweeps grass, leaves, other vegetation, or litter debris into public or private streets or alleys;
- (l) Operates or causes or permits the operation of an irrigation system or other watering on the commercial property adjacent to any street, sidewalk, alley,

highway, or parking lot so as to cause damage to the other property or to interfere with the free movement of any vehicle or pedestrian; or

- (m) Allows any grass, lawn, weeds, or other vegetation to encroach over the edge of sidewalks, pedestrian ways, driveways, flatwork, curbs, or street pavement.

Sec. 13.12.003 Enforcement

- (a) The provisions of this Article may be enforced against any property owner, property manager, tenant, or other person or entity in possession or control of the commercial property for violation of the provisions contained herein. In addition to issuance of a citation as provided in subsection (b) below which does not require notice, following continued violation after ten days' written notice of the violation to any of the responsible parties identified above, the City shall have the right to:

- (1) Revoke any building permits, certificates of occupancy, or other approvals or permits previously issued for the commercial property and/or premises;
- (2) Withhold approval for building permits, certificates of occupancy, and other permits or approvals relating to the commercial property and/or premises; and/or
- (3) Enter onto the commercial property and/or premises and perform care and maintenance. The property owner and tenants of any part of the commercial property and/or premises on which such work is performed shall jointly and severally be liable for the costs of such work and shall promptly reimburse the City within thirty (30) days such costs. If the property owner or tenant shall fail to reimburse the City within thirty (30) days after receipt of a statement for such work from the City, the said indebtedness shall be a debt of all of said persons jointly and severally and shall constitute a lien against the premises and/or commercial property on which the work was performed. The lien may be evidenced by an affidavit of costs filed in the real property records.

- (b) Any person that violates any of the provisions of this Article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed \$2000.00 and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

- (c) Enforcement of this Article shall be the responsibility of the Building Official, Code Enforcement Officer, Police Officer, or other designee of the City Manager. It shall be unlawful for any person to interfere with or prevent authorized enforcement personnel in the performance of their duties.”

SECTION 2. All provisions of the Code of Ordinances of the City of Seagoville in conflict with the provisions of this ordinance are hereby repealed, and all other provisions of the ordinances of the City of Seagoville not in conflict with the provisions of this ordinance shall remain in full force and effect.

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

SECTION 4. Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense.

SECTION 5. This ordinance shall take effect immediately from and after its passage.

DULY PASSED by the City Council of the City of Seagoville, Texas, on 18th day of October 2021.

APPROVED:

DENNIS K. CHILDRESS MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY
(100121vwtTM125171)

Regular Session Agenda Item: 13

Meeting Date: October 18, 2021

ITEM DESCRIPTION:

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances, Chapter 11, Health and Sanitation”, Article 11.03, “Unsanitary or Unsightly Conditions on Private Premises”, by amending Section 11.03.003 “Weeds, Grass and Brush”; providing for the repeal of all Ordinances in conflict; providing a severability clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date.

BACKGROUND OF ISSUE:

Councilmember Howard requested this item.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Ordinance

ORDINANCE NO. ____-2021

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 11, HEALTH AND SANITATION”, ARTICLE 11.03, “UNSANITARY OR UNSIGHTLY CONDITIONS ON PRIVATE PREMISES”, BY AMENDING SECTION 11.03.003 “WEEDS, GRASS AND BRUSH”; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Code of Ordinances of the City of Seagoville, Texas is hereby amended by amending Chapter 11, Health and Sanitation, Article 11.03, Unsanitary or Unsightly Conditions on Private Premises, by amending Section 11.03.003 to read in its entirety as follows:

“CHAPTER 11 HEALTH AND SANITATION

...

ARTICLE 11.03 UNSANITARY OR UNSIGHTLY CONDITIONS ON PRIVATE PREMISES

...

Sec. 11.03.003 Weeds, grass, and brush

- (a) It shall be unlawful for any person owning, claiming or occupying, or having supervision or control of any real property within the corporate limits of the city to:
- (1) permit weeds, grass and brush to grow to a greater height than eight (8) inches upon any such real property within one hundred (100) feet of any property line. It shall be the duty of such person to keep the area from the line of his property to the curblin next adjacent to it, if there be a curblin, if not, then within ten (10) feet outside that property line, free and clear of the matter referred to above. All vegetation not regularly cultivated and which exceeds eight (8) inches in height shall be presumed to be objectionable and unsightly and in violation of this section; or
 - (2) permit any weeds, grass or brush to encroach over the edge of a sidewalk, pedestrian way, driveway, flatwork, curb, or street pavement.
- (b) It shall be the duty of any person owning, claiming or occupying or having supervision or control of any real property within the city to cut, edge, and

remove all weeds, grass, and brush as often as may be necessary to comply with the requirements of subsection (a) above, provided that the cutting and removing of such weeds, grass and brush at least once every fifteen (15) days shall be deemed to constitute compliance with this section.”

SECTION 2. All provisions of the Code of Ordinances of the City of Seagoville in conflict with the provisions of this ordinance are hereby repealed, and all other provisions of the ordinances of the City of Seagoville not in conflict with the provisions of this ordinance shall remain in full force and effect.

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

SECTION 4. Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars (\$2000.00) for each offense and each day the premises remain in a condition in violation of the terms of this ordinance shall constitute a separate offense.

SECTION 5. This ordinance shall take effect immediately from and after its passage.

DULY PASSED by the City Council of the City of Seagoville, Texas, on 18th day of October 2021.

APPROVED:

DENNIS K. CHILDRESS MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY)
(100121vwtTM125184)

Regular Session Agenda Item: 14

Meeting Date: October 18, 2021

ITEM DESCRIPTION:

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 GG Texas, LLC as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date.

BACKGROUND OF ISSUE:

The Seagoville Economic Development Corporation (“SEDC”) is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will promote and retain new and expanding business enterprises within the City. The SEDC has negotiated and intends to undertake a project which will promote and retain new and expanded business enterprises within the City with GG Texas, LLC, a Texas Limited Liability Company, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”). Section 505.158 of the Texas Local Government Code mandates that the SEDC may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Resolution
Incentive Agreement

CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE ECONOMIC DEVELOPMENT PROJECT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND GG TEXAS, LLC AS REFLECTED IN THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (“SEDC”) is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will promote and retain new and expanding business enterprises within the City; and

WHEREAS, the SEDC has negotiated and intends to undertake a project which will promote and retain new and expanded business enterprises within the City with GG Texas, LLC, a Texas limited liability company, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”) and

WHEREAS, section 505.158 of the Texas Local Government Code mandates that the SEDC may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings; and

WHEREAS, the City Council has determined that the Project contemplated by SEDC and GG Texas, LLC under the terms and conditions set forth in the Economic Development Incentive Agreement will promote and retain new and expanded business enterprises within the City of Seagoville; and

WHEREAS, the City Council finds that the expenditure of funds by SEDC in undertaking the Project is authorized by the Act and that the Project should be approved and authorized; and

WHEREAS, the City Council has conducted two (2) readings of this resolution;

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

Section 1. The City Council hereby approves and authorizes the Project between the Seagoville Economic Development Corporation and GG Texas, LLC, a Texas limited liability company, under the terms and conditions set forth in an Economic Development Incentive Agreement in substantially the form attached hereto as Exhibit “A”.

Section 2. The City Council authorizes the SEDC to enter into any additional agreements necessary to undertake the Project in accordance with the terms and conditions set forth in the Economic Development Incentive Agreement.

Section 3. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED First Reading and Second Reading of the City Council of the City of Seagoville, Texas, this the 18th day of October 2021.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(051621vwtTM122505)

Exhibit "A"
Economic Development Incentive Agreement
(to be attached)

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

This Economic Development Incentive Agreement (“Agreement”) is made by and between GG Texas, LLC, a Texas limited liability company, and the Seagoville Economic Development Corporation (the “SEDC”), each acting by and through their respective authorized representatives. GG Texas, LLC shall be referred to herein as “Company”. SEDC and Company may be referred to herein each as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, Company is in the business of hydroponic vegetable farming and owns and operates a network of high-tech greenhouses used to grow produce – primarily components for salads and herbs hydroponically; and

WHEREAS, Company has or intends to purchase an approximately 30 acre tract of land located on Environmental Way in Seagoville, Texas 75159 (collectively, the “Property”), and desires to construct thereon an approximately 150,000 square foot facility consisting of (1) a glass and steel construction, heated and cooled, hydroponic greenhouse to be used primarily for the growing of vegetables, (2) a packaging room, (3) a cold storage area, (4) loading docks, and (5) administrative offices, as well as parking lot and related appurtenances and landscaping, all as described herein (the “Gotham Greens Facility”) and to operate thereon a hydroponic vegetable greenhouse enterprise; and

WHEREAS, Company has advised the SEDC that a contributing factor that would induce Company to develop this new business in the City of Seagoville and make the planned improvements would be an agreement by SEDC to provide an economic development grant to Company to defray a portion of the costs of such development and construction; and

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

WHEREAS, the Development Corporation Act, Chapters 501-505, Texas Local Government Code (the “Act”), authorizes SEDC to provide economic development grants for new or expanded business enterprises; and

WHEREAS, SEDC has determined that the Grant (hereinafter defined) to be made hereunder is required or suitable to retain, promote or develop new or expanded business enterprises and constitutes a “project”, as that term is defined in the Act; and

WHEREAS, SEDC has determined that making the Grant to Company in accordance with this Agreement will further the objectives of SEDC, will benefit the City and the City’s inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

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

Article I Definitions

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

“Bankruptcy or Insolvency” shall mean the dissolution or termination of Company’s existence as a going business, insolvency, appointment of receiver for any part of Company’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company and such proceeding is not dismissed within ninety (90) days after the filing thereof.

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

“Commencement of Construction” shall mean that (1) the construction plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the Improvements, (2) all necessary permits for the Improvements have been issued by all applicable governmental authorities, and (3) clearing and/or grading of the Property or construction of the vertical elements of the Improvements has commenced.

“Company” shall mean GG Texas, LLC. a Texas limited liability company duly registered with the Texas Secretary of State to conduct business in the State of Texas.

“Completion of Construction” shall mean that (1) Improvements have been substantially completed, (2) a final, permanent certificate of occupancy for the Improvements has been issued, and (3) Company is open and conducting business during normal business hours for GG Texas, LLC on the Property and in the Improvements

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

“Employment Positions” shall mean non-temporary full-time employment positions of the Company which are eligible for employee benefits and are created or transferred, maintained and filled at the Improvements on the Property. In the event of voluntary or involuntary termination of an employee, which termination causes the number of Employment Positions to fall below the number of required Employment Positions pursuant to this Agreement, the Company shall not be in default provided the

required number of Employment Positions is re-established within sixty (60) days of the employee termination.

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

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

“Grant” shall mean an economic development grant in the amount equal to the costs incurred and paid by Company for Improvements, as defined herein, not to exceed Five Hundred Thousand Dollars (\$500,000.00) to offset a portion of the costs paid and incurred by Company for the Improvements, to be paid in one lump sum payment within fifteen (15) business days of City’s receipt of written notice from Company evidencing the satisfaction of all the Conditions Precedent set forth in Section 6.1 of this Agreement.

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

“Improvements” shall mean construction or installation of a facility of at least 150,000 square feet to be used by Company for the Required Uses and that includes (1) a glass and steel construction, heated and cooled, hydroponic greenhouse to be used primarily for the growing of vegetables, (2) a product packaging room, (3) a cold storage area, (4) loading docks, and (5) administrative offices, as well as paved parking areas providing parking spaces in the number required by local regulations and related driveways and appurtenances, signage, and landscaping on the Property, as in accordance with the plans and elevations attached hereto and incorporated herein by this reference as Exhibit “A”.

“Property” shall mean the approximately 30 acre tract of land located on Environmental Way in Seagoville, Texas 75159 being more particularly described and depicted in Exhibit “C” which is attached hereto and incorporated herein by this reference. (collectively, the “Property”),

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

“Required Use” shall mean Company’s continuous occupancy of Improvements and the Property and the operation thereon of a hydroponic, high-tech greenhouse and related facilities for the growing, packaging, storage, and distribution of components of salads and herbs and other vegetables and related administrative operations.

“SEDC” shall mean the Seagoville Economic Development Corporation.

Article II Term

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

Article III Grant

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

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

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

Article IV Conditions to Grant

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

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

4.2 Commencement of Construction. Commencement of Construction, as that term is defined herein, shall occur not later than six (6) months after the Conditions Precedent set forth in § 6.1 of this Agreement have been met. Company shall provide SEDC with written notice of the date of Commencement of Construction.

4.3 Completion of Construction. Completion of Construction, as that term is defined herein, shall occur not later than eighteen (18) months after Commencement of Construction, subject to extension for Force Majeure, provided any such extension due to delays caused by Force Majeure shall not exceed ninety (90) days in aggregate. Company shall provide SEDC with written notice of the date of Completion of Construction.

4.4 Required Use. During the term of this Agreement from Completion of Construction and continuing thereafter until expiration of this Agreement or earlier termination Company shall continuously occupy and use the Property and the Improvements, all of which shall not be used during the term of this Agreement for any purpose other than the Required Use. Further, during the term of this Agreement, such occupation and use shall not cease for more than thirty (30) days except in connection with, and to the extent of, an event of Force Majeure. A closure or interruption in the Required Use for more than thirty (30) days which is undertaken in Company's ordinary conduct of its business for the Required Use and which is temporary, lasting no more than forty (40) days (a "Temporary Closure") shall not constitute a breach of the requirements of this Section 4.4, provided, however, that a Temporary Closure shall occur no more frequently than twice per calendar year. Any Temporary Closure which is in excess of the two Temporary Closures allowed per calendar year will constitute a breach of this Agreement.

4.5 Employment Positions. Within one hundred and eighty (180) days of Completion of Construction, Company shall create, fill and maintain a total of at least forty-five (45) Employment Positions on the Property and the Improvements through the Expiration Date. In the event of voluntary or involuntary termination of an employee, which termination causes the number of Employment Positions to fall below the number of required Employment Positions pursuant to this Agreement, the Company shall not be in default provided the required number of Employment Positions is re-established within sixty (60) days of the employee termination.

4.6 Continuous Occupancy. During the term of this Agreement from the Effective Date and continuing thereafter until the Expiration Date, the Property shall be continuously occupied by the Company and, from Completion of Construction and continuing thereafter until the Expiration Date, the Improvements thereon shall be continuously occupied by the Company. A closure or interruption in the Continuous Occupancy for more than thirty (30) days which is undertaken in Company's ordinary conduct of its business for the Required Use and which is temporary, lasting no more than forty (40) days (a "Temporary Closure") shall not constitute a breach of the requirements of this Section 4.6, provided, however, that a Temporary Closure shall occur no

more frequently than twice per calendar year. Any Temporary Closure which is in excess of the two Temporary Closures allowed per calendar year will constitute a breach of this Agreement

4.7 Capital Investment. Company's Capital Investment for the Improvements as of the Completion of Construction shall be not less than Five Hundred Thousand (\$500,000.00) Dollars. Company shall, not later than fifteen (15) calendar days after the date of Completion of Construction (as defined herein) of the Improvements or upon declaration of any default hereunder, deliver to SEDC copies of all records, contracts, receipts, invoices, bills, proofs of payment, and such other information as SEDC may reasonably request to document compliance with the required Capital Investment. In the event the total cost of the construction of the Improvements, as reasonably verified by SEDC, is less than Five Hundred Thousand (\$500,000.00) Dollars, the Company shall, within thirty (30) days of receipt by Company of written demand by SEDC, pay the SEDC the difference in value between \$500,000.00 and the final total cost of the construction of the Improvements as reasonably verified by SEDC. Company's obligations under this provision 4.7 survive termination of this Agreement.

Article V Termination; Repayment

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

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

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

- (a) due to a breach of the obligation set forth in section 4.2 hereof, Company shall immediately refund to the SEDC an amount equal to the one hundred percent (100%) of value of the Grant received by Company;
- (b) due to a breach of the obligation set forth in section 4.3 hereof, Company shall immediately refund to the SEDC an amount equal to eighty percent (80%) of the value of the Grant received by Company; and
- (c) due to a breach of an obligation set forth in section 4.4 and/or 4.6 hereof, Company shall immediately refund to the SEDC an amount as follows:
 - i. If the breach occurs on a date that is more than four years prior to the Expiration Date, the Company shall refund an amount equal to one hundred percent (100%) of the value of the Grant received by Company;
 - ii. If the breach occurs on a date that is more than three years, but less than four years, prior to Expiration Date, the Company shall refund an amount equal to eighty percent (80%) of the value of the Grant received by Company;
 - iii. If the breach occurs on a date that is more than two, but less than three years prior to the Expiration Date, the Company shall refund an amount equal to sixty percent (60%) of the value of the Grant received by Company;
 - iv. If the breach occurs on a date that is more than one, but less than two, year(s) prior to the Expiration Date, the Company shall refund an amount equal to forty percent (40%) of the value of the Grant received by Company; and
 - v. If the breach occurs on a date that is less than one year prior to the Expiration Date, the Company shall refund an amount equal to twenty percent (20%) of the value of the Grant received by Company.
- (d) due to a breach of an obligation set forth in section 4.5 hereof that persists for more than sixty (60) consecutive days and failure to meet this obligation is not the result of Force Majeure, Company shall refund to the SEDC an amount equal to Five Thousand Dollars (\$5,000) for each vacant or unfilled Employment Position below the minimum of forty-five (45) required by this Agreement.

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

5.3 Repayment Due to Breach of Section 5.1(c), (d), and/or (e). In the event the Agreement is terminated by SEDC pursuant to Section 5.1(c), (d), and/or (e), the Company shall immediately refund to SEDC an amount equal to the Grant paid by SEDC to the Company, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or

base commercial lending rate, or if the *Wall Street Journal* shall cease to exist or cease to announce a prime or base lending rate, than at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the SEDC) as its prime or base commercial lending rate from the date on which the Grant is paid by SEDC until refunded by the Company. The repayment obligation of Company set forth in this Section 5.3 shall survive termination of this Agreement.

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

Article VI Miscellaneous

6.1 Conditions Precedent. The obligations of SEDC under this Agreement are subject to and conditioned on the following:

- (i) Company has secured and presented SEDC with proof of adequate, approved financing for the Project;
- (ii) Company has purchased the Property or title to the Property has otherwise been transferred to Company, and a copy of the deed, bearing evidence of the recording thereof in the Dallas County land records, has been provided to SEDC;
- (iii) The City Council of the City of Seagoville, Texas has, by resolution, approved this Incentive Agreement and the related Project; and
- (iv) The sixty (60)-day period provided for under Texas Local Government Code section 505.160 has passed and neither the SEDC nor the City has received a petition from more than ten (10%) percent of the registered voters of the City requesting that an election be held before the funding of the Project as contemplated by this Agreement is undertaken.

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

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

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

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

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

If intended for SEDC, to:

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

With a copy to:

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

If intended for Company:

GG Texas, LLC
Attn: _____

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

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

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

6.10 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

6.12 Successors and Assigns. This Agreement may not be assigned without the prior written consent of SEDC. Such consent is not required if the assignment is to one of the Company's wholly-owned affiliates or an entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety percent (90%) of the assets of the Company, as long as the assignee has a net worth at least as great as that of the Company as measured as of the date immediately prior to any such purchase, merger or sale transaction and the assignee agrees to be bound by the terms and conditions of this Agreement

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

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

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

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

[remainder of page intentionally left blank; signature page follows]

EXECUTED on this _____ day of _____, 2021.

**SEAGOVILLE ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Patrick Stallings, Executive Director

EXECUTED on this _____ day of _____, 2021.

GG TEXAS, LLC

By: _____
Viraj Puri, Chief Executive Officer, as authorized in
the Certificate of Authority attached hereto as
Exhibit "B"

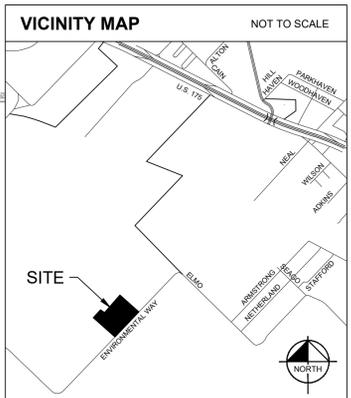
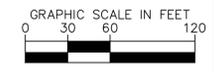
EXHIBIT A

[To be attached: Concept plan, Site plan, and elevations]

EXHIBIT “B”
[Certificate of Authority]

EXHIBIT “C”
[Survey and Legal Description of the Property]

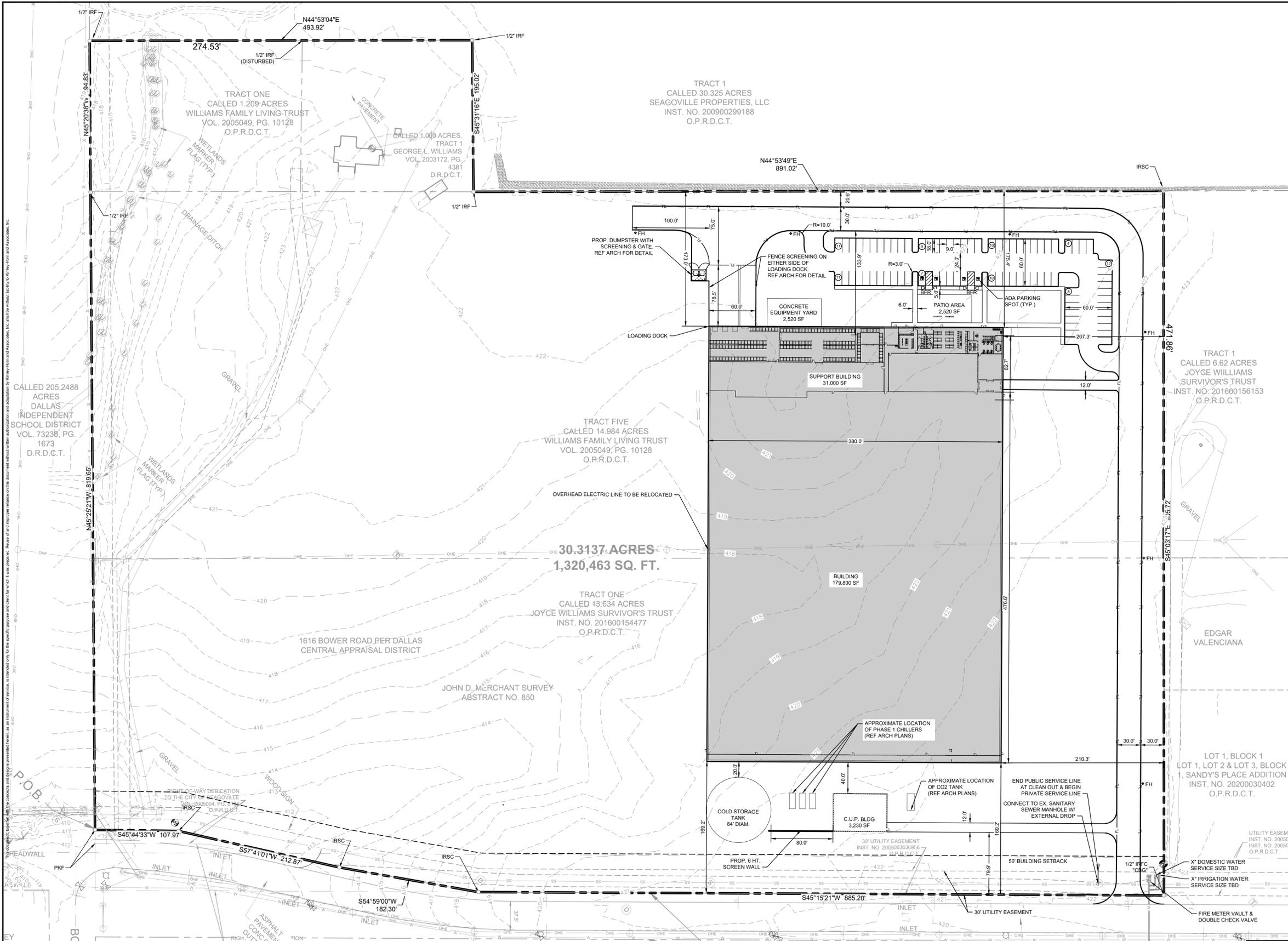
EXHIBIT “B”



- NOTES**
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 2. ALL CURB RADI ARE 3' UNLESS DIMENSIONED OTHERWISE.
 3. LANDSCAPE & IRRIGATION WILL BE DESIGNED PER CITY CODE AND SUBMITTED WITH ENGINEERING PLANS.

LEGEND

	PROPOSED FIRELANE
	PROPERTY LINE
	SETBACK LINE
	EASEMENT LINE
	BARRIER FREE RAMP
	PARKING STALL COUNT
	FIRE HYDRANT



SITE DATA SUMMARY TABLE

ZONING	AG
EX. LAND USE	VACANT
PROP. LAND USE	GREEN HOUSE
BUILDING COVERAGE	179,800 S.F.
OFFICE COVERAGE	31,000 S.F.
TOTAL BUILDING COVERAGE	210,800 S.F.
MAX EXPECTED EMPLOYEE PER SHIFT	50 SPACES
PARKING PROVIDED	79 SPACES
ADA PARKING REQUIRED	3 SPACES
ADA PARKING PROVIDED	4 SPACES
TOTAL PARKING PROVIDED	83 SPACES

SITE PLAN
GOTHAM GREENS
 30.3137 ACRES
 JOHN D. MERCHANT SURVEY
 ABSTRACT NO. 850
 CITY OF SEAGOVILLE
 DALLAS COUNTY, TEXAS

ENGINEER/SURVEYOR: KIMLEY-HORN AND ASSOCIATES, INC.
 OWNER: GOTHAM GREENS TEXAS LLC

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Kimley-Horn
 13455 NOEL RD. TWO GALLERIA OFFICE TOWER
 SUITE 700 DALLAS, TX 75240
 PHONE: 972-770-1300 FAX: 972-238-3820
 WWW.KIMLEY-HORN.COM TX F-928
 © 2021 KIMLEY-HORN AND ASSOCIATES, INC.

GOTHAM GREENS
 ENVIRONMENTAL WAY,
 SEAGOVILLE, TEXAS

SITE PLAN

C-101

PROJECT NO.	064563200
DATE	10/6/2021
SCALE	AS SHOWN
DESIGNED BY	TOM
DRAWN BY	CMID
CHECKED BY	MAL



GOTHAM GREENS

702 N. Hwy. 175
Seagoville, TX 75159

DESIGN/BUILDER

STRUCTURAL ENGINEER

CIVIL ENGINEER

MECHANICAL ENGINEER

ISSUE DATE
06/15/2021

ISSUE FOR
PRELIMINARY
APPROVAL

SHEET TITLE
BUILDING ELEVATIONS

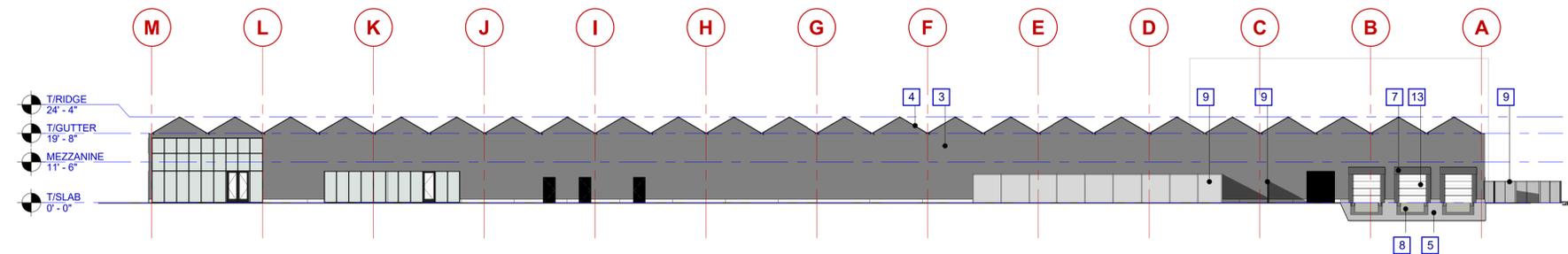
DATE	SHEET NUMBER
XX/XX/XXXX	A_5.0
PROJECT NUMBER	220086

EXTERIOR MATERIALS

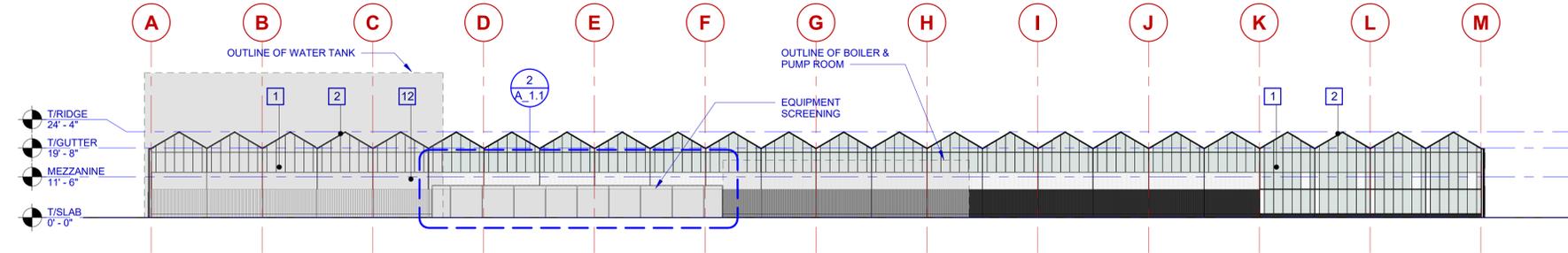
- 1 TEMPERED GLASS WALL - BY GREENHOUSE CONTRACTOR
- 2 TEMPERED DIFFUSE GLASS ROOF - BY GREENHOUSE CONTRACTOR
- 3 INSULATED METAL PANEL WALLS - BY GREENHOUSE CONTRACTOR
- 4 INSULATED METAL PANEL ROOF - BY GREENHOUSE CONTRACTOR
- 5 CONCRETE FOUNDATION WALL
- 7 DOCK SEAL
- 8 DOCK LEVELER
- 9 MECHANICAL EQUIPMENT/DOCK SCREENING
- 11 HOLLOW METAL MAN DOOR - SINGLE DOOR
- 12 GUILLOTINE WINDOW, 4m [13'-1 1/2"] TALL, WITH INSECT SCREEN
- 13 OVERHEAD DOCK DOOR
- 14 BOLLARDS

INSULATED METAL PANEL SPECIFICATIONS

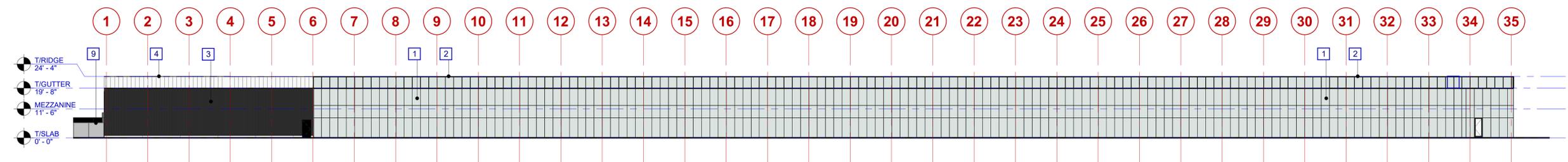
- 3 WALL PANEL BASIS-OF-DESIGN: ARCELOR MITTAL PROMISOL S1000
INSULATED COMPOSITE PANEL MADE OF POLYISOCYANURATE CORE BETWEEN PREPAINTED STEEL SHEETS.
OVERALL UNIT THICKNESS: 2.00" (50mm)
- 4 ROOF PANEL BASIS-OF-DESIGN: ARCELOR MITTAL PROMISOL V1000/1150
INSULATED COMPOSITE PANEL MADE OF POLYISOCYANURATE CORE BETWEEN PREPAINTED STEEL SHEETS.
OVERALL UNIT THICKNESS: 4.75" (120mm)



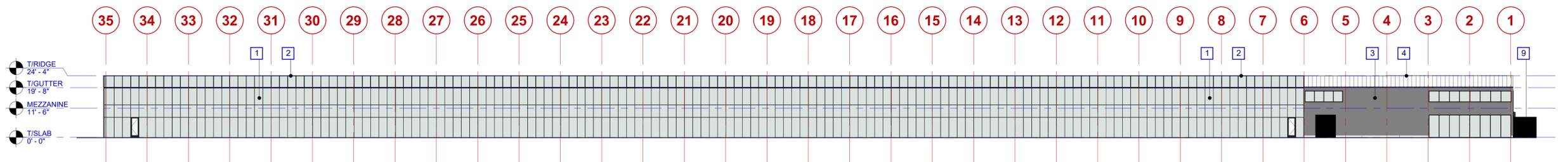
1 NORTH ELEVATION
A_5.0 3/64" = 1'-0"



2 SOUTH ELEVATION
A_5.0 3/64" = 1'-0"



3 WEST ELEVATION
A_5.0 3/64" = 1'-0"



4 EAST ELEVATION
A_5.0 3/64" = 1'-0"

**DESIGN DRAWINGS:
NOT FOR CONSTRUCTION**

This plan is not to be used for construction. Plan layouts are for concept design only, and are subject to change based on detailed local code analysis and thorough evaluation of specific existing building conditions. Employee counts, furniture in interiors and product inventories are provided as preliminary guideline estimates only. Detailed design documents will be required by licensed design professionals of record, as project moves forward.

Regular Session Agenda Item: 15

Meeting Date: October 18, 2021

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council ratifying and approving the Seagoville Economic Development Corporations expenditure of \$22,000.00 to Monster Splash Art for the installation of a wooden wall and the painting thereon of said mural as described and depicted in Exhibit “A” hereto and authorizing the City Manager/Executive Director to disburse said funds and execute any necessary documents for the project; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

Soul’s Harbor, Inc., a Texas non-profit corporation, owns the real property situated at 110 Elm Street in the City of Seagoville, Texas (the “Property”) including the improvements thereon, which include a building operated by Grantor as Souls Harbor Thrift Shop (the “Thrift Shop”).

Soul’s Harbor and the Seagoville Economic Development Corporation (SEDC) entered into a Public Art Mural Agreement granting the SEDC the right to install, or have installed, a public art mural on the exterior wall, or wooden wall anchored to the exterior wall, of the Thrift Shop which is adjacent to and facing Freedom Park. Monster Splash Art has submitted a proposal for construction and installation of a wooden surface on the exterior brick wall of the Soul’s Harbor building and for the painting thereon of the public art mural as described and depicted in Exhibit “A” for the total cost of \$22,000.00.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Resolution
Monster Splash Art Estimate

SEAGOVILLE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL RATIFYING AND APPROVING THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATIONS EXPENDITURE OF \$22,000.00 TO MONSTER SPLASH ART FOR THE INSTALLATION OF A WOODEN WALL AND THE PAINTING THEREON OF SAID MURAL AS DESCRIBED AND DEPICTED IN EXHIBIT “A” HERETO AND AUTHORIZING THE CITY MANAGER/EXECUTIVE DIRECTOR TO DISBURSE SAID FUNDS AND EXECUTE ANY NECESSARY DOCUMENTS FOR THE PROJECT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Soul’s Harbor, Inc., a Texas non-profit corporation, owns the real property situated at 110 Elm Street in the City of Seagoville, Texas (the “Property”) including the improvements thereon, which include a building operated by Grantor as Souls Harbor Thrift Shop (the “Thrift Shop”); and

WHEREAS, Soul’s Harbor and the Seagoville Economic Development Corporation (SEDC) entered into a Public Art Mural Agreement granting the SEDC the right to install, or have installed, a public art mural on the exterior wall, or wooden wall anchored to the exterior wall, of the Thrift Shop which is adjacent to and facing Freedom Park; and

WHEREAS, Monster Splash Art has submitted a proposal for construction and installation of a wooden surface on the exterior brick wall of the Soul’s Harbor building and for the painting thereon of the public art mural as described and depicted in Exhibit “A” for the total cost of \$22,000.00; and

WHEREAS, the City Council hereby ratifies and approves the SEDC’s expending of the funds for the public art mural adjacent to Freedom Park in an amount not to exceed Twenty-Two Thousand Dollars and no cents (\$22,000.00) and authorizes the City Manager/Executive Director to disburse said funds and execute any documents necessary for the project; and

NOW, THEREFORE, BE IN RESOLVED BY THE BOARD OF DIRECTORS OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION:

SECTION 1. That the City Council hereby ratifies and approves the Seagoville Economic Development Corporation’s expenditure of Twenty-Two Thousand Dollars and no cents (\$22,000.00) to Monster Splash Art for the installation of a wooden wall and the painting thereon of said mural as described and depicted in Exhibit “A” hereto, and authorizing the City

Manager/Executive Director to disburse said funds and execute any necessary documents for the project; and

SECTION 2. 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 3. That this resolution shall take effect immediately from and after its passage in accordance with State law and it is accordingly resolved.

DULY PASSED by the City Council of the City of Seagoville on the 18th day of October, 2021.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(/cdb 10.15.2021)

Exhibit "A"
[Monster Splash Art Proposal]



October 7, 2021

ART ESTIMATE

TO: City of Seagoville

JOB SUMMARY: A coated mural painted onto a wooden structure installed onto the side of an existing structure with water-based acrylic paints and sealed.

BEFORE:



MURAL MOCK-UP IMAGES (mock-ups are a general idea composition and placement):



PRICING: \$22,000

WHAT IS INCLUDED: All labor, materials, and equipment related to production of the structure and mural.

We're going to build a wooden wall with 2x6s and 2x4s, with a 4x8 plywood skin, that is anchored to the existing brick wall with 40 plus wall anchors. Built with outdoor screws, nails, and staples to ensure stability. Measuring approximately 16 foot tall and 72 foot long.

On the low side of the building where the wall is higher then the building we will create supports down to the rooftop.

Wood will be sealed to hold up to weather. Plywood will be primed and painted into the mural and the also sealed to hold up to the weather.

Please contact me with any questions or concerns. Thank you for your business!

MONSTER SPLASH ART/ BEN VYERS (972) 674-6483

Regular Session Agenda Item: 16

Meeting Date: October 18, 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: 17

Meeting Date: October 18, 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

Executive Session Agenda Item: 18

Meeting Date: October 18, 2021

ITEM DESCRIPTION:

Recess into Executive Session

Council will recess into executive session pursuant to Texas Government Code:

- A. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee
to wit: City Manager**
- B. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee
to wit: City Secretary**
- C. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee
to wit: City Attorney**
- D. § 551.071. Consultation with City Attorney: receive legal advice related to
Public Safety Requirements regarding LaPulga Seagoville.**

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 19

Meeting Date: October 18, 2021

ITEM DESCRIPTION:

Reconvene Into Regular Session

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

- A. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager
- B. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary
- C. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Attorney
- D. § 551.071. Consultation with City Attorney: receive legal advice related to Public Safety Requirements regarding LaPulga Seagoville.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A