



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, APRIL 18, 2022**

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

WORK SESSION – 6:30 P.M.

Call to Order

- A. Discuss regular session agenda items**

Adjourn

REGULAR SESSION - 7:00 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

Proclamation – First Baptist Church Anniversary

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 April 4, 2022 (City Secretary)**

REGULAR AGENDA-

- 2. Direct Staff concerning Council Meeting dates for the second meeting in June and the first meeting in July, 2022 (City Secretary)**

- 3. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an agreement for professional services on a defined scope of services basis ("agreement") with Solid Waste Specialists for the purpose of consulting services related to selection and procurement process of a solid waste contract in an amount not to exceed Thirty Nine Thousand Nine Hundred Forty Dollars and No Cents (\$39,940.00); authorizing the City Manager to sign; and providing an effective date (Director of Health Services)**
- 4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager as the authorized official for grant number 4380001 titled, body camera upgrade project, and authorizing the submission of the grant application to the Office of the Governor, Criminal Justice Division; providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date (Police Chief)**
- 5. 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 East Malloy Bridge Road for compensation in an amount not to exceed Twenty Four Thousand Six Hundred Eighty Four Dollars and Seventy Cents (\$24,684.70) authorizing and ratifying the City Manager's action of executing any and all necessary documents; and providing an effective date (Public Works Director)**
- 6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the City Manager to engage Road Master Striping, LLC for pavement marking services Alto Road in an amount not to exceed Four Thousand Four Hundred Forty Two Dollars and Twenty Five Cents (\$4,442.25); authorizing and ratifying the City Manager's action of executing an agreement or any documents necessary for the work to be performed; and providing an effective date (Public Works Director)**
- 7. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing acquisition of a thirty-five (35) foot wide, 1.889 acre wastewater easement and fifty (50) foot wide, 2.699 acre temporary construction easement which overlaps the wastewater easement, all out of an approximately 50.491 acre tract of land located at 2200 East Simonds Road, Seagoville, Dallas county, Texas and situated in the Herman Heider Survey, Abstract No. 541 and John Lanier Survey, Abstract No. 805, Dallas County, Texas and being more particularly described and depicted in Exhibit "A" attached hereto from David Jasso and Zoila Jasso for the purchase price of \$24,288.00; authorizing the City Manager to purchase the easement and authorizing the City Manager or the Mayor to sign all necessary acquisition documents; providing for the furnishing of certified copies of this Resolution and for recording of the easement in the real property records of Dallas County, Texas, as a deed; and providing an effective date (City Attorney)**
- 8. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**

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

Adjourn

Posted Friday, April 15, 2022 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, May 2, 2022 Regular City Council Meeting**
- **Monday, May 16, 2022 Regular City Council Meeting**
- **Monday, June 6, 2022 Regular City Council Meeting**



Mayoral Proclamation

WHEREAS, in the spring of 1872 in a building consisting of one large room, the Friendship Baptist Church located on North Kaufman Street opened its doors for services; and

WHEREAS, on or about April 10, 1929 the church was renamed to First Baptist Church of Seagoville and in August of 1958 it relocated to Farmers Road, where it remains today; and

WHEREAS, in support of the church, devoted members and guests gave of their time, money and talents to ensure the upkeep to the church building and grounds, including working a 10-acre cotton crop farm that was donated by a member; and

WHEREAS, in lieu of a salary, early pastors accepted “chickens, eggs, and hogs” that had been killed; and

WHEREAS, in order to support the heavy materials used for the roof on the building, the walls had to be cabled to an oak tree in the nearby grove; and

WHEREAS, in the absence of a baptistry, baptism was held in the East Fork Trinity River until a hole could be dug on the church grounds and filled by “The Fire Truck”; and

WHEREAS, church members remained loyal throughout the years conducting annual events, doing Bible Studies, studying sermons by Dr. Spurgeon, hosting and participating in events and meetings of the WMU work, through the establishment of a “Mexican Church”, supporting missionaries and the United States Military; and

WHEREAS, the First Baptist Church still remains a vital part of the City of Seagoville’s history today

NOW, THEREFORE, I Dennis K. Childress, Mayor of the City of Seagoville, Texas urge all citizens of Seagoville and surrounding communities to join together in recognition and appreciation for the members, past and present, of the congregation of First Baptist Church of Seagoville for 150 years of commitment and Christian contributions to our community.

IN WITNESS WHEREOF, I have here unto set my hand and caused the Seal of the City of Seagoville to be affixed this 25th day of April, 2022.

Dennis K. Childress, Mayor

Consent Session Agenda Item: 1

Meeting Date: April 18, 2022

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes for April 4, 2022.

BACKGROUND OF ISSUE:

Approve City Council Meeting minutes for April 4, 2022.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

April 4, 2022 Work Session Meeting Minutes
April 4, 2022 Regular Session Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
APRIL 4, 2022**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:31 p.m. on Monday, April 4, 2022, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Assistant Police Chief Steve Davis, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Fire Chief Todd Gilcrease, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

A. Discuss Regular Session Agenda Items

1. Consider approving City Council Meeting minutes for March 28, 2022 (City Secretary)

No questions.

2. Discuss and consider approving a Resolution of the City of Seagoville, Texas approving the terms and conditions of the Agreement for Emergency Medical Services between the City of Seagoville, Texas and Careflite, a Texas Nonprofit Corporation; authorizing the City Manager to execute necessary documents; providing a severability clause; and providing an effective date (Fire Chief)

Fire Chief Gilcrease stated this Resolution approves an Agreement for Emergency Medical Services with CareFlite. He stated Acadian has been provide a ninety (90) day written notice of termination and will no longer serve the City of Seagoville as of May 31, 2022 at midnight. The agreement with CareFlite will be effective as of June 1, 2022 at 12:01 a.m.

CareFlite Operations Manager, Rob Scott explained membership information regarding the CareFlite Contract with the City of Seagoville.

Adjourned

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
APRIL 4, 2022**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, April 4, 2022, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

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

Invocation – *Invocation was led by Councilmember Magill.*

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

Proclamation – Telecommunicator – *Mayor Childress presented the Telecommunicator Proclamation. Chief Calverley recognized Dispatcher Renee Estes and Dispatcher Izabelle Martinez.*

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.*

Sandra Waggoner at 2401 Seagoville Road stated her concern for property maintenance in the Seagoville Farms Subdivision.

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 March 28, 2022 (City Secretary)

Motion to approve City Council Meeting minutes for March 28, 2022 – Magill, seconded by Howard; motion passed with all ayes. 5/0

REGULAR AGENDA-

2. Discuss and consider approving a Resolution of the City of Seagoville, Texas approving the terms and conditions of the Agreement for Emergency Medical Services between the City of Seagoville, Texas and Careflite, a Texas Nonprofit Corporation; authorizing the City Manager to execute necessary documents; providing a severability clause; and providing an effective date (Fire Chief)

Motion to approve a Resolution of the City of Seagoville, Texas approving the terms and conditions of the Agreement for Emergency Medical Services between the City of Seagoville, Texas and Careflite, a Texas Nonprofit Corporation; authorizing the City Manager to execute necessary documents; providing a severability clause; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 5/0

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

None.

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

None.

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

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 Dallas ISD crossing guards

6. Reconvened Into Regular Session at 7:57 p.m.

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

No action taken.

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

Motion to increase City Secretary's annual base salary to Ninety Eight Thousand Dollars (\$98,000.00), effective immediately – Magill, seconded by Howard; motion passed with all ayes. 5/0

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

No action taken.

D. § 551.071 Consultation with City Attorney: receive legal advice related to Dallas ISD crossing guards

No action taken.

Adjourned at 7:59 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Regular Session Agenda Item: 2

Meeting Date: April 18, 2022

ITEM DESCRIPTION:

Direct Staff concerning Council Meeting dates for the second meeting in June and the first meeting in July, 2022.

BACKGROUND OF ISSUE:

The second Council Meeting in June is scheduled for Monday, June 20, 2022 which is the Juneteenth Holiday. Also, the first Council Meeting for July is scheduled for Monday, July 4, 2022 which is a holiday. Staff is seeking direction from Council concerning the meeting dates for the second meeting in June and the first meeting in July, 2022.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Calendar – June 2022

Calendar – July 2022

June 2022

June 2022

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 29	30	31	Jun 1	2	3	4
5	6 6:30pm City Council Mtg.	7	8	9 6:30pm SEDC Meeting	10	11
12	13	14 6:30 pm P&Z Mtg.	15	16	17	18
19	20 6:30pm City Council Mtg. Juneteenth Holiday (City Offices Closed)	21 5:00pm Library Board 7pm KSB Mtg.	22	23	24	25
26	27	28 6:30pm P&Z Mtg.	29	30	Jul 1	2

July 2022

July 2022							August 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30	31			
31													

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 26	27	28	29	30	Jul 1	2
3	4 4th of July Holiday (City Offices Closed) 6:30pm City Council Mtg.	5	6	7	8	9
10	11	12 6:30 pm P&Z Mtg.	13	14 6:30pm SEDC Meeting	15	16
17	18 6:30pm City Council Mtg.	19 5:00pm Library Board 7pm KSB Mtg.	20	21	22	23
24	25	26 6:30pm P&Z Mtg.	27	28	29	30
31	Aug 1	2	3	4	5	6

Regular Session Agenda Item: 3

Meeting Date: April 18, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an agreement for professional services on a defined scope of services basis ("agreement") with Solid Waste Specialists for the purpose of consulting services related to selection and procurement process of a solid waste contract in an amount not to exceed Thirty Nine Thousand Nine Hundred Forty Dollars and No Cents (\$39,940.00); authorizing the City Manager to sign; and providing an effective date.

BACKGROUND OF ISSUE:

The City Council for the City of Seagoville, Texas desires to enter into an Agreement for the purpose of consulting services related to selection and procurement process of a solid waste contract. Solid Waste Specialist ("SWS") has provided an agreement under which SWS would provide consulting services related to the selection and procurement of a solid waste contract. The City Council for the City of Seagoville, Texas has reviewed the Agreement and has determined it to be in the best interest of the City of Seagoville to enter into said Agreement.

FINANCIAL IMPACT:

\$39,940

RECOMMENDATION:

N/A

EXHIBITS:

Resolution – Approving agreement with SWS.
Agreement with SWS.

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES ON A DEFINED SCOPE OF SERVICES BASIS ("AGREEMENT") WITH SOLID WASTE SPECIALISTS FOR THE PURPOSE OF CONSULTING SERVICES RELATED TO SELECTION AND PROCUREMENT PROCESS OF A SOLID WASTE CONTRACT IN AN AMOUNT NOT TO EXCEED THIRTY NINE THOUSAND NINE HUNDRED FORTY DOLLARS AND NO CENTS (\$39,940.00); AUTHORIZING THE CITY MANAGER TO SIGN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas desires to enter into an Agreement for the purpose of consulting services related to selection and procurement process of a solid waste contract; and

WHEREAS, Solid Waste Specialist ("SWS") has provided an agreement under which SWS would provide consulting services related to the selection and procurement of a solid waste contract; and,

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

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

SECTION 1. The agreement attached hereto as Exhibit A, with SWS, for the purpose of consulting services related to selection and procurement of a solid waste contract in exchange for compensation in an amount not to exceed \$39,940.00 is approved, and the City Manager is authorized to execute the same on behalf of the City.

SECTION 2. 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. 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 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 18th day of April, 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

EXHIBIT “A”

[Agreement with SWS for consulting services related to solid waste contract]

General Services Contract

This Contract (Contract) is made between the City of Seagoville, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Signatures
- III. Standard Contractual Provisions
- IV. Special Terms and Conditions

I. Summary of Contract Terms.

Contractor: Solid Waste Specialists
4250 Black Champ Road
Midlothian, Texas 76065

City: City of Seagoville
702 US-175 Frontage Rd
Seagoville, TX 75159

Description of Services: Contractor will provide consulting services related to the selection and procurement process of a solid waste contract.

Contract Type: Fixed Price Contract with progress payments based on completed milestones. (See III, B)

Effective Date: Upon the date of execution by the City of Seagoville

Termination Date: Upon Execution of Contract with a Solid Waste Vendor as provided herein, but no later than January 1, 2023.

Renewal: No renewal options.

II. Signatures. By signing below, the parties agree to the terms of this Contract:

CONTRACTOR:



Date March 23, 2022,

CITY OF SEAGOVILLE

Date: _____

ATTEST:

By: _____

City Secretary, City of Seagoville

III. Standard Contractual Provisions.

A. Definitions.

Contract means this Standard Services Contract.

Services mean the services for which the City received a proposal.

B. Services and Payment. Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will invoice City for services based on completed milestones as follows.

A. <u>Completion of RFP and Draft Contract</u>	(\$18,670)
B. <u>Evaluate Responses with Recommendation</u>	(\$12,970)
C. <u>Final Contract Presented to Council</u>	(\$ 8,300)

The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

Contractor will prepare the Request for Proposal and the Contract to both contain the following clause to allow the City of Seagoville to be reimbursed for the Fee for Services in accordance with the terms of this Contract:

The successful Contractor shall be responsible to reimburse the City for the development of this RFP and contract documents. The estimated costs to be borne by the City are \$39,940.

Full reimbursement must be received by the City within forty-five (45) days after the award of the contract.

C. Termination Provisions. Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default within fifteen (15) days of such written notice, or longer if agreed to by the parties, the party giving the notice of default may terminate this Contract. Either party may terminate this Contract for convenience upon thirty (30) days' written notice to the other party. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party. Upon termination, Contractor shall immediately discontinue all services and work being performed pursuant to the General Services Contract. Contractor shall provide copies of any and all documents that have been created by Contractor for purposes of negotiating or finalizing the Solid Waste Services Agreement to the City within five (5) business days of the effective date of termination.

D. Liability and Indemnity.

CONTRACTOR SHALL RELEASE FROM LIABILITY, INDEMNIFY AND HOLD THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE FOR DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY PERSON, INCLUDING BUT NOT LIMITED TO OFFICERS, AGENTS OR

EMPLOYEES OF CONTRACTOR OR SUBCONTRACTORS, CAUSED BY ANY NEGLIGENT ACT, ERROR OR OMISSION, OR ACT OF INTENTIONAL MISCONDUCT, OF CONTRACTOR OR ITS SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL DEFEND AT ITS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, OR ANY OF THEM, RESULTING FROM SUCH NEGLIGENT ACT, ERROR OR OMISSION, OR ACT OF INTENTIONAL MISCONDUCT; AND SHALL PAY ALL EXPENSES AND SATISFY ALL JUDGEMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH RESULTING FROM SUCH NEGLIGENT, ERROR OR OMISSION, OR ACT OF INTENTIONAL MISCONDUCT. TO THE EXTENT PERMITTED BY LAW, CITY AGREES TO INDEMNIFY CONTRACTOR FOR ANY LOSS OR DAMAGE TO CONTRACTOR, ITS OFFICERS, AGENTS, OR EMPLOYEES CAUSED BY ANY NEGLIGENT ACT, ERROR OR OMISSION, OR ACT OF INTENTIONAL MISCONDUCT OF THE CITY IN THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL REQUIRE THE CITY TO CREATE A SINKING FUND TO SATISFY ANY OBLIGATION UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Dallas County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to ensure the safety of Contractor's officers and employees.

I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to non-binding mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees, but each shall be responsible for its legal fees and expenses.

J. Attorney's Fees. Should either party to this Contract sue the other party for breach of contract or any other cause relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Contract if the performance is unavoidably delayed by a force majeure which includes war; civil commotion; acts of God; epidemics; pandemics; governmental restrictions, regulations, or interferences; fires; strikes; lockouts; national, state, or locally declared disasters; riots; material

or labor restrictions; transportation unavailability; or any other circumstances which are reasonably beyond the control of the party.

M. Confidential Information. Contractor understands and acknowledges that Contractor will be provided with information that may be confidential by law, rule, statute, ordinance, or legal order. Contractor shall not disclose any information deemed confidential to any party who is not privy to or who does not have a special right of access to said information. Contractor agrees to use confidential information for purposes of providing the services contemplated herein only as determined by the City. Disclosure of, unauthorized use of, any confidential information by Contractor is a material breach of this Contract. If Contractor violates this provision, and in addition to any other remedies at law or in equity that the City may have, the City may immediately obtain injunctive relief in a court of competent jurisdiction enjoining any continuing or further breaches and exercise any further remedies as authorized by law. Contractor agrees to indemnify and hold the City harmless for any claims for damages caused by Contractor's breach of this confidentiality provision.

N. Right to Audit. During the term of this Contract, and at any time within three (3) years following the expiration or termination of this Contract, the City shall have the right of access to all information held in the possession of the Contractor related to services performed under this Contract, for audit purposes or otherwise. Contractor agrees to provide access to such information unless expressly prohibited from doing so by a court or other governmental order. Except in the event of an emergency, the City will provide reasonable advance notice of any intended audits or requests for information, not less than ten (10) days, including identifying the information needed if possible. Contractor agrees that it will keep records relating to the services provided hereunder for as long as required by the Contract and by law. This provision shall survive termination of this Contract.

O. Insurance. Consultant will maintain, for the duration of the Term, insurance coverage for Professional, Comprehensive, General, Automobile, Worker's Compensation, Commercial General Liability, and Employee Liability. Commercial general coverage shall: (i) be maintained during the term of this Agreement with a minimum limit of one (1) million dollars (\$1,000,000.00) per occurrence; (ii) name City as an additional insured; and (iii), be regarded as primary insurance for any and all claims made relating to or arising from any and all activities related to or arising from this Agreement. Consultant shall provide Client with a copy of the declarations page from such policies required under this Agreement within thirty (30) days of the Effective Date hereof.

IV. Special Terms or Conditions. None.

**EXHIBIT A
CONTRACTOR'S SCOPE OF SERVICES**

Scope of services shall consist of the contractor providing overall project management, RFP development including contract drafting, contract negotiations, and contract implementation for the City of Seagoville, as set forth more fully below.

RFP Process

- 1) Kick Off Strategy Meeting and Data Request
- 2) Preparation of Procurement Documents
(RFP and Draft Contract)
- 3) Pre-Bid Coordination and Addendum Preparation
- 4) Proposal Evaluation and Recommendation
- 5) Finalist Interviews
- 6) Assist Staff with negotiating Final Contract
- 7) City Council Presentation

Total **\$ 39,940**

The hourly rate for additional activity requested by the City beyond the work outlined herein would be \$200 per hour plus expenses.

Regular Session Agenda Item: 4

Meeting Date: April 18, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager as the authorized official for Grant Number 4380001 titled, Body Camera Upgrade Project, and authorizing the submission of the grant application to the Office of the Governor, Criminal Justice Division; providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The Police Department is constantly looking for ways to improve on technology and the tools that are required in today's time, one of those areas is camera and recording systems. In recent years so much depends on video and audio and like so many other technology driven systems the older equipment becomes antiquated or is no longer supported when it comes to software, repairs, or upgrades.

Through the 2022 Grant programs administered by the Governor's office we have submitted for, and received grant funding to replace our current body cameras for a more state of the art and technically advanced platform. These new devices are manufactured and supported by our current vendor which still allows us the capability of interfacing the body camera footage with the in-car camera footage.

These new body cameras have the capability of importing captured footage and downloading from the officer's vehicle in the same manner as our current in-car systems do, they also come equipped with (gyro-stabilizing) that keeps the recorded video footage stabilized should the officer be in a foot pursuit for more clear and tangible recordings. Additionally these cameras will be under warranty and technically supported whereas the majority of our current units are not due to age.

FINANCIAL IMPACT:

This type of grant does require that the City provide matching funds of 25 percent of the total project cost. The total cost for this project has been quoted at \$68,685.00. The City would have to pay the total listed cost up front, then submit for reimbursement to the Governor's office for \$51,513.75 leaving the City's out of pocket portion at \$17,171.25.

EXHIBITS:

Resolution – Authorizing City Manager as authorized official for grant number 4380001 titled, Body Camera Upgrade Project

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL FOR GRANT NUMBER 4380001 TITLED, BODY CAMERA UPGRADE PROJECT, AND AUTHORIZING THE SUBMISSION OF THE GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seagoville, Texas finds it in the best interest of the citizens of Seagoville, that the Body Camera Upgrade Project be operated for 2022; and

WHEREAS, the City Council of the City of Seagoville, Texas agrees to provide applicable matching funds for the said project as required by the Justice Assistance Grant Application; and

WHEREAS, the City Council of the City of Seagoville, Texas, agrees that in the event of loss or misuse of the Criminal Justice Division Funds, the City Council of the City of Seagoville, Texas assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, the City Council of the City of Seagoville, Texas designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

Section 1. The City Council of the City of Seagoville, Texas, approves the submission of the grant application for the Body Camera Upgrade Project to the Office of the Governor, Criminal Justice Division.

Section 2. If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

Section 4. That this Resolution shall take effect immediately from and after its passage as the law and Charter in such cases provide.

DULY ORDERED by the City Council of the City of Seagoville, Texas on the day of April, 2022.

Grant Number: 4380001

APPROVED:

DENNIS CHILDERS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, CITY ATTORNEY

Regular Session Agenda Item: 5

Meeting Date: April 18, 2022

ITEM DESCRIPTION:

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 East Malloy Bridge Road for compensation in an amount not to exceed Twenty Four Thousand Six Hundred Eighty Four Dollars and Seventy Cents (\$24,684.70) authorizing and ratifying the City Manager's action of executing any and all necessary documents; and providing an effective date.

BACKGROUND OF ISSUE:

On or about November 18, 2019 the City of Seagoville awarded a Unit Price Contract for Asphalt Repair ("Contract") to Anderson Asphalt & Concrete Paving. Pursuant to said Contract, Anderson Asphalt & Concrete Paving submitted an estimate in the amount of \$24,684.70 for provision of asphalt road work on East Malloy Bridge Road, including the provision of all necessary labor, equipment, and materials, a copy of which is attached as Exhibit A.

FINANCIAL IMPACT:

\$24,684.70

RECOMMENDATION:

City Staff recommends approval.

EXHIBITS:

Resolution
Estimate from Anderson Asphalt

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO.**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING ANDERSON ASPHALT & CONCRETE PAVING TO PROVIDE ASPHALT ROAD WORK ON EAST MALLOY BRIDGE ROAD FOR COMPENSATION IN AN AMOUNT NOT TO EXCEED TWENTY FOUR THOUSAND SIX HUNDRED EIGHTY FOUR DOLLARS AND SEVENTY CENTS (\$24,684.70); AUTHORIZING AND RATIFYING THE CITY MANAGER'S ACTION OF EXECUTING ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to said Contract, Anderson Asphalt & Concrete Paving submitted an estimate in the amount of \$24,684.70 for provision of asphalt road work on East Malloy Bridge Road, including the provision of all necessary labor, equipment, and materials, a copy of which is attached as Exhibit A; and

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the estimate and has determined it to be in the best interest of the City to authorize the City Manager to execute any documents necessary to authorize Anderson Asphalt & Concrete Paving to provide asphalt road work on East Malloy Bridge Road as set forth in Exhibit A;

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

SECTION 1. The City Council hereby authorizes Anderson Asphalt & Concrete Paving to provide asphalt road work on East Malloy Bridge Road, to include provision of all necessary labor, equipment, and materials, for compensation in an amount not to exceed Twenty Four Thousand Six Hundred Eighty Four Dollars and Seventy Cents (\$24,684.70) as set forth in Exhibit A, attached hereto and incorporated herein; and, the execution of the City Manager of all necessary documents related to performance of the work is hereby authorized and ratified.

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 18st day of April 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(041322vwtTM129044)

EXHIBIT "A"
[Anderson Asphalt Quote – E. Malloy Bridge Road]

Regular Session Agenda Item: 6

Meeting Date: April 18, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the City Manager to engage Road Master Striping, LLC for pavement marking services Alto Road in an amount not to exceed Four Thousand Four Hundred Forty Two Dollars and Twenty Five Cents (\$4,442.25); authorizing and ratifying the City Manager's action of executing an agreement or any documents necessary for the work to be performed; and providing an effective date.

BACKGROUND OF ISSUE:

In April of 2011, City Council approved a Resolution to enter into a Master Interlocal Purchasing Agreement between the City of Seagoville and the City of Allen. The City of Allen acted as a purchasing agent for the purchase of various goods and services through the competitive bidding process. The City of Allen and Road Master Striping, LLC have previously entered into an agreement for Road Master Striping, LLC to provide pavement marking services, which agreement provides that other government entities may participate in the agreement under all terms, conditions, specifications, and pricing as set forth in that agreement. The City of Seagoville desires to enter into an agreement with Road Master Striping, LLC under the Cooperative Purchase Agreement for pavement marking services to Alto Road as reflected on the estimate submitted by Road Master Striping, LLC under the Cooperative Purchase Agreement in the amount of \$4,442.25 for Alto Road from Seagoville Road to Wooley Way. Funding for the repairs have been approved in the FY 2022 Street Maintenance Program budget.

FINANCIAL IMPACT:

\$ 4,442.25

RECOMMENDATION:

City Staff recommends approval.

EXHIBITS:

Resolution (2 pages)

Cooperative Purchase Agreement Allen/Seagoville

Agreement between City of Allen and Road Master Striping LLC

Quote to Seagoville from Road Master Striping

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING THE CITY MANAGER TO ENGAGE ROAD MASTER STRIPING, LLC FOR PAVEMENT MARKING SERVICES ON ALTO ROAD IN AN AMOUNT NOT TO EXCEED FOUR THOUSAND FOUR HUNDRED FORTY TWO DOLLARS AND TWENTY FIVE CENTS (\$4,442.25); AUTHORIZING AND RATIFYING THE CITY MANAGER'S ACTION OF EXECUTING AN AGREEMENT OR ANY DOCUMENTS NECESSARY FOR THE WORK TO BE PERFORMED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville and the City of Allen entered into a Master Interlocal Purchasing Agreement approved by the City Council of the City of Seagoville in April of 2011, under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code, under which the City of Allen acted as purchasing agent for the purchase of various goods and services through the competitive bidding process, attached hereto and incorporated herein as Exhibit "A", and

WHEREAS, the City of Allen, Texas and Road Master Striping, LLC have previously entered into an agreement for Road Master Striping, LLC, a copy of which is attached hereto and incorporated herein as Exhibit "B," to provide pavement marking services, which agreement provides that other government entities may participate in the agreement under all terms, conditions, specifications, and pricing as set forth in that agreement; and

WHEREAS, the City of Seagoville desires to enter into an agreement with Road Master Striping, LLC under the Cooperative Purchase Agreement for pavement marking services to Malloy Bridge Road as reflected on estimates submitted by Road Master Striping, LLC under the Cooperative Purchase Agreement, copies of which are attached hereto as Exhibits "C", in the amount of \$4,442.25 for Alto Road from Seagoville Road to Wooley Way; and

WHEREAS, funding for this work is approved in the FY 2022 Street Maintenance Program budget; and

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the estimates and has determined it to be in the best interest of the City to authorize the City

Manager to execute any documents necessary to authorize Road Master Striping, LLC to provide pavement marking services;

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

SECTION 1. The action of the City Manager in engaging Road Master Striping, LLC to provide the pavement marking services in an amount not to exceed Four Thousand Four Hundred Forty Two Dollars and Twenty five cents (\$4,442.25) as set forth in Exhibits "C"; is hereby authorized and ratified including the execution of any necessary agreement or documents.

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 18th day of April, 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(041322vwtTM129042)

EXHIBIT "A"
[Cooperative Purchase Agreement Allen/Seagoville]

EXHIBIT "B"
[Agreement Between City of Allen and Road Master Striping LLC]

EXHIBIT “C”
[Quote to Seagoville from Road Master Striping, LLC]

STATE OF TEXAS §
§
COUNTY OF COLLIN §

AGREEMENT FOR PAVEMENT MARKINGS SERVICES

This Agreement for Annual Services ("Agreement") is made by and between the City of Allen, Texas ("City") and Road Master Striping, LLC, a Texas Limited Liability Company ("Contractor") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to obtain Pavement Markings Services from Company in accordance with the bid specifications attached hereto as Exhibit "A" ("Specifications"); and

WHEREAS, Company desires to provide services to City in accordance with its response to Specifications attached hereto as Exhibit "A";

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**Article I
Term**

The term of this Agreement shall begin on February 2, 2021 (the "Effective Date") and continue until the last day of February 2022, unless earlier terminated as provided herein (the "Initial Term").

City maintains the right to automatically renew this Agreement for up to two additional renewal terms of one year each at the City's sole discretion, the first renewal term beginning on March 1, 2022.

**Article II
Contract Documents**

Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence.

- A. This Agreement;
- B. City's Invitation for Bid No. 2021-10-5 ("Specifications"); and
- C. Road Master Striping, LLC's Response to City's Invitation for Bid No. 2021-10-5 ("Response").

Article III Scope of Services

Contractor shall provide the Services specifically set forth in the Specifications, including those requirements in the sample contract to the extent they do not conflict with this Agreement, as contained in Exhibit "A," which is attached hereto and made a part of this Agreement for all purposes.

Article IV Schedule of Work

Contractor agrees to commence Services upon the Effective Date of this Agreement and to complete the required Services in accordance with the schedules and at the times and locations provided by the City as set forth in Exhibit "A," including the Requirements in the sample contract to the extent they do not conflict with this Agreement.

Article V Compensation and Method of Payment

5.1 Charges. City shall compensate Contractor for the Services, including all labor, materials, equipment and supplies as provided in Exhibit "A." The total compensation to Contractor shall not exceed \$80,000.00 (*eighty thousand dollars and no/100/cents*) during the Initial Term or any renewal term under this Agreement. Contractor shall provide the City with written invoices on a monthly basis describing the work and Services performed as provided in Exhibit "A." Upon approval, City shall compensate Contractor as provided herein and in Exhibit "A" with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed.

Article VI Notice to Proceed

Contractor shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Contractor prior to Contractor's receipt of a written Notice to Proceed from City shall be entirely at Contractor's own risk. Work performed and expenses incurred after Contractor has received a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved task order.

Article VII Suspension of Work

City shall have the right to immediately suspend work by Contractor if City determines in its sole discretion that Contractor has, or will fail to perform, in

accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action.

Article VIII Devotion of Time; Personnel; and Equipment

8.1 The Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City; and without decreasing the effectiveness of the performance of services required under this Agreement.

8.2 To the extent reasonably necessary for the Contractor to perform the services under this Agreement, the Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Contractor.

8.3 The Contractor shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

8.4 Time is and shall be of the essence in the performance of this Agreement as written.

Article IX Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article X Termination

This Agreement may be terminated by:

- (a) by mutual written agreement of the parties;
- (b) immediately by City, if Contractor defaults or breaches any of the terms or conditions of this Agreement;
- (c) by either party, upon thirty (30) days prior to written notice. Should Contractor terminate this Agreement under this provision,

- Contractor shall further state the reason(s) for termination in its written notice;
- (d) by City, if Company suffers an Event of Bankruptcy or Insolvency; or "Event of Bankruptcy" shall mean the dissolution or termination (other than a dissolution or termination by reason of Company merging with an affiliate of Company) 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) business 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 in the event such proceeding is not voluntarily commenced by the Company, such proceeding is not dismissed within ninety (90) business days after the filing thereof;
 - (e) by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year; or

Article XI Insurance

- (a) For coverage requirements, please refer to the table on the following page. All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.
- (b) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (c) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to

commencement of services. On every date of renewal of the required insurance policies, the Contractor shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Contractor shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Contractor by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

Contracts in the Amount of \$0-\$100,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate; or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$100,000-\$1,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$1,000,000 each occurrence \$2,000,000 general aggregate \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	• \$1,000,000 per occurrence	City to be named as a additional insured

	<ul style="list-style-type: none"> • \$1,000,000 aggregate or; • \$1,000,000 combined single limits 	
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$1,000,000-\$8,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate; \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> • \$1,000,000 per occurrence • \$2,000,000 aggregate or; • \$2,000,000 combined single limits 	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

All Contracts over \$8,000,000 must contact Risk Management for insurance specifications. All Certificates of Insurance need to reference job or contract number in comments section.

Article XII
Miscellaneous

12.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

12.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Contractor to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

12.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

12.6 Severability. 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 effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

12.7 Independent Contractor. It is understood and agreed by and between the parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent Contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

12.8 Under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), the City of Allen has endeavored to reduce / improve storm water quality per direction of the Texas Commission of Environmental Quality (TCEQ). The City of Allen has developed standard operating procedures (SOP's) for our Storm Water Management Program (SWMP). By signing this contract all vendors accept to follow our SOP's of our SWMP. Follow the link for our SOP's <http://www.cityofallen.org/933/Storm-Water-Management>

12.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:
Eric Ellwanger
City Manager
3rd floor, City Hall
305 Century Parkway
Allen, Texas 75013
Facsimile: 214-509-4118
Telephone: 214-509-4110

with copy to:
Peter G. Smith
Nichols, Jackson, Dillard, Hager
& Smith, L.L.P.
500 N. Akard, 1800 Lincoln
Plaza
Dallas, Texas 75201
Facsimile: 214-965-0010

If intended for Contractor:
Road Master Striping, LLC
1301 SE McKinney
Rice, TX 75155

12.10 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

12.11 Exhibits and Recitals. The exhibits attached hereto and the Recitals are incorporated herein and made a part hereof for all purposes.

12.12 Indemnification. Contractor shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to

indemnify City pursuant to this Contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.

12.13 Audits and Records. Contractor agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

12.14 Conflicts of Interests. The Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.15 Warranty. The Contractor warrants to the City that all labor furnished to perform the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that the work will be performed in a good and workmanlike manner and at least in accordance with industry standards, and that the work will be of good quality, free from faults and defects and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

12.16 Uniforms. Contractor shall provide and require its employees to wear a uniform that bears the company name, logo, and the employee's name. Uniforms are not to be dirty, stained, or torn. Uniforms shall be worn at all times while on the job. Contractor shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulation, ordinances, and/or manufacturer's instruction for material and equipment. All employees of Contractor working on right-of-ways or medians must utilize personal protective equipment such as safety vests to insure their visibility to drivers.

12.17 Warning Devices and Barricades. The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, and other devices as may be necessary or appropriate or required by the City to protect persons or property in, near or adjacent to the jobsite. The contractor shall comply with all applicable Federal, State, and Local Laws regarding occupational safety and health as well as providing protection of the environment. This shall include but not be limited to compliance with U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and U.S. Environmental Protection Agency (EPA) guidelines and regulations. No separate compensation shall be paid to the Contractor for such measures.

12.18 Protection of Utilities. The Contractor shall use best efforts to leave undisturbed and uninterrupted all irrigation systems, utilities, and utility services provided to the job site or which presently exist at, above, or beneath the location where the work is to be performed. In the event that any irrigation system, utility, or utility service is disturbed or damaged during the progress of the work, the Contractor

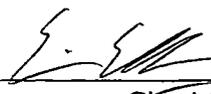
shall forthwith repair, remedy or restore the utility at Contractor's sole expense. The Contractor is responsible for an inspection of the site prior to commencing work on site to ensure that no damage is existing or will not occur when maintenance begins. If damage is noted or if probable damage will occur then it is the contractor's responsibility to notify the City of Allen representative so that the City of Allen can take action to correct and document the problem(s). The contractor is responsible for the replacement of all irrigation heads that are damaged by mowing with like equipment approved by the City of Allen.

12.19 PROHIBITION OF BOYCOTT ISRAEL Company verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

(Signature page to follow)

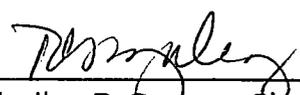
EXECUTED this 3 day of February, 2021.

CITY OF ALLEN

By: 
Eric Ellwanger, City Manager

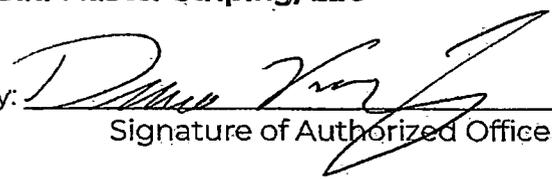
305 Century Parkway
Allen, Texas 75013

ATTEST


for Shelley B. George, City Secretary

EXECUTED this 1 day of FEBRUARY, 2021.

Road Master Striping, LLC

By: 
Signature of Authorized Officer

Name: Dino Vasquez
Print Name

Title: President

1301 SE McKinney
Rice, TX 75155

EXHIBIT "A"
SPECIFICATIONS AND RESPONSE

1. City's Invitation for Bid #2021-10-5.
2. Road Master Striping, LLC's Response to City's Invitation for Bid #2021-10-5.



City of Allen
 Finance Department
 305 Century Parkway
 Allen, TX 75013-8042
 (214) 509-4626

Purchase Order

Fiscal Year 2022

Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKAGES AND SHIPPING PAPERS.

Purchase Order # **2290042**

Delivery must be made within doors of specified destination.

Vendor

ROAD MASTER STRIPING LLC
 1301 SE MCKINNEY
 RICE, TX 75155

Bill To

City of Allen
 Finance Dept.
 305 Century Parkway
 Allen, TX 75013
accountspayable@cityofallen.org

Ship To

SERVICE CENTER-TRAFFIC DIV
 CITY OF ALLEN
 900 S GREENVILLE
 ALLEN, TX 75002
 Email:
accountspayable@cityofallen.org

VENDOR PHONE NUMBER	VENDOR EMAIL	CONTRACT NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
903-326-4530	ROZZANA@ROADMASTER...	2021057	2210123	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
10/06/2021	11330	10/05/2021	FOB Destination/Net 30	ENGINEERING

NOTES

PROHIBITION OF BOYCOTT OF ENERGY COMPANIES: By accepting this purchase order, Vendor verifies that is does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS: By accepting this purchase order, Vendor verifies that is does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

ITEM#	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Pavement markings	1.0		\$59,000.00	\$59,000.00
	Vendor Item # -				
	Deliver To: SERVICE CENTER-TRAFFIC DIV CITY OF ALLEN 900 S GREENVILLE ALLEN, TX 75002 Email: accountspayable@cityofallen.org				

INVOICES - To expedite invoices, send email to: accountspayable@cityofallen.org

PAYMENT - City of Allen payment terms are Net 30. Payment will be processed upon receipt of goods or services and a properly executed invoice.

By: Debra Morris
 Purchasing Manager

VENDOR COPY

Total Ext. Price	\$59,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00
PO Total	\$59,000.00

TERMS AND CONDITIONS

INSTRUCTIONS TO VENDORS

This order is subject to the following instructions, terms and conditions of the City of Allen.

1. Strict compliance with the terms and conditions of the Purchase Order is mandatory. No variations in quality or price are acceptable, without prior approval of the City Purchasing Manager or his/her authorized representative.
2. The City Purchase Order number MUST appear on all invoices, delivery memoranda and correspondence.
3. Address all communications, excluding invoices, with this Purchase Order to purchasing@cityofallen.org or 214-509-4630.
4. **PROHIBITION OF BOYCOTT ISRAEL:** By accepting this purchase order, Vendor verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

CONDITIONS OF PURCHASE

1. **VALIDATION:** This is a valid order only when a Purchase Order number appears in the space provided.
2. **AUTHORIZATION:** The City of Allen will not accept or pay for articles delivered or services performed without a specific written Purchase Order.
3. **CONFORMITY OF GOODS/SERVICES:** All goods to be delivered or services to be performed shall conform in every respect to the Specifications issued by the City in conjunction with its solicitation of bids or proposals. In the event no such Specifications were issued, the goods or services shall conform to the proposal submitted by vendor.
4. **PRICING:** Unit pricing shall be in strict conformity with the bid or proposal submitted by vendor, unless a price increase is authorized by the City Purchasing Agent or his/her authorized representative. No additional charges or fees, save for "Transportation" charges as hereinafter provided, will be allowed.
5. **TAXES:** The City is exempt from the payment of (1) federal taxes, (2) federal transportation taxes, (3) Texas state or local sales taxes. If it is determined that the price quoted and recorded on this order or the invoice rendered includes any such taxes, the amount of the taxes will be deducted from the total of the invoice.
6. **INSURANCE:** Vendors on City property or public right-of-way for the City of Allen shall provide the City a certificate of insurance and policy endorsements evidencing the coverage's and coverage provisions identified. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required or that the subcontractors are included under the contractor's policy. All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, agents and employees as additional insured's as to all applicable coverage with the exception of Workers Compensation Insurance and professional liability insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the vendor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the vendor shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the vendor shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to vendor by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of the contract or agreement, as applicable. Questions regarding insurance should be directed to the City of Allen Purchasing or Risk Administrator.
7. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By acceptance of this order, in addition to the guarantees and warranties provided by law, vendor expressly guarantees and warrants as follows:
 - a. That the articles to be delivered hereunder will be in full conformity with the specifications and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.
 - b. That the articles to be delivered hereunder will not infringe an any valid patent, trademark, trade name, or copyright, and that the vendor will, at his own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising therefrom.
 - c. That the articles to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
 - d. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
8. **TRANSPORTATION:** All shipments are to be made "F.O.B. Destination". When articles are sold "Freight Allowed" and the City Purchase Order so confirms, please prepay shipping charges and record prepaid charges as a separate item on invoice. It is understood that title of the merchandise appearing on this order will not pass until the merchandise is accepted at the delivery destination.
9. **INSPECTION, REJECTION, AND EXCESS SHIPMENT:** In addition to other rights provided by law, the City reserves the right (a)to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality, (b)to reject articles shipped contrary to instructions or in containers which do not meet recognized standards, and (c)to cancel the order if not filled within the time specified. The City may return rejected articles or excess shipment on this order, or may hold the articles subject to the vendor's order and at his risk and expense and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping and other like expenses.
10. **DELIVERY:** Exact address of delivery will be specified on the Purchase order, (a)such delivery shall be made between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays, and (b)such delivery shall be made and articles shall be placed inside the building or designated rooms at no additional charge.
11. **INVOICES:** Invoices without reference to this Purchase Order number or which include items or services other than those shown on this order will not be paid. Send invoices to Finance: accountspayable@cityofallen.org.
12. **PAYMENT:** Upon receipt of a properly executed invoice and verification of delivery from the consignee, payment will be processed for items or services delivered. The City of Allen payment terms are Net 30.
13. **CONFLICTS:** In the event the terms and conditions herein expressed conflict with the terms and conditions of any Specifications issued by the City in conjunction with this purchase, the Specifications shall supersede.
14. **INDEMNIFICATION:** Vendor shall release, defend, indemnify and hold harmless City,its officers, agents and employees from and against all liability, damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, caused by or resulting from the negligence, gross negligence, intentional tort, intellectual property property right infringement, or failure to pay a subcontractor or supplier committed by the vendor, its agent, or consultant under contract, or any other person or entity over which the vendor exercises control. (hereinafter "Claims"). Vendor is expressly required to defend City against all such Claims. Indemnified items shall include reasonable attorneys fees and costs, and settlement costs in proportion to the vendor's liability. The obligations of the vendor shall not be limited to the limits of any insurance required to be maintained by the vendor.

Road Master Striping, LLC

1301 SE McKinney St
Rice, TX 75155

Invoice

Date	Invoice #
4/11/2022	5424

Bill To
CITY OF SEAGOVILLE TX

Location/Project
ALTO DR FROM SEAGOVILLE RD TO WOOLEY DR PIGGY BACKING ON CITY OF ALLEN PAVEMENT MARKINGS CONTACT BID# 2021-10-6

PO Number	Terms	RMS Job #
	Net 30	1969 ALTO DR FR...

Bid Item	Description	Est Qty	Prior Qty	Qty	U/M	Rate	Amount
1	REFL PAV MRK TY I (W) 4" (BRK)	500	0	740	LF	0.75	555.00
2	REFL PAV MRK TY I (W) 8" (SLD)	100	0	108	LF	1.50	162.00
3	REFL PAV MRK TY I (W) 12"(SLD)	86	0	212	LF	3.75	795.00
4	REFL PAV MRK TY I (W) 24"(SLD)	21	0	59	LF	7.50	442.50
5	REFL PAV MRK TY I (Y) 4" (SLD)	2,154	0	1,920	LF	0.75	1,440.00
6	REFL PAV MRK TY I (W) (ARROW)	4	0	4	EA	175.00	700.00
7	REFL PAV MRKR TY II-C-R	60	0	68	EA	3.25	221.00
8	REFL PAV MRKR TY II-A-A	26	0	39	EA	3.25	126.75

Thank you for your business.			Total	\$4,442.25
Phone #	Fax #	E-mail	Payments/Credits	\$0.00
903-326-4530	903-326-4671	dv@roadmasterstriping.com	Balance Due	\$4,442.25

Regular Session Agenda Item: 7

Meeting Date: April 18, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing acquisition of a thirty-five (35) foot wide, 1.889 acre wastewater easement and fifty (50) foot wide, 2.699 acre temporary construction easement which overlaps the wastewater easement, all out of an approximately 50.491 acre tract of land located at 2200 East Simonds Road, Seagoville, Dallas county, Texas and situated in the Herman Heider Survey, Abstract No. 541 and John Lanier Survey, Abstract No. 805, Dallas County, Texas and being more particularly described and depicted in Exhibit "A" attached hereto from David Jasso and Zoila Jasso for the purchase price of \$24,288.00; authorizing the City Manager to purchase the easement and authorizing the City Manager or the Mayor to sign all necessary acquisition documents; providing for the furnishing of certified copies of this Resolution and for recording of the easement in the real property records of Dallas County, Texas, as a deed; and providing an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville, Texas finds it necessary to acquire wastewater easements and related temporary construction easements for its Northern Basin Interceptor Project. The City Council has determined that there is a public necessity for the acquisition of the wastewater easement and related temporary construction easement. The City's duly authorized representatives have negotiated and agreed upon the purchase of the required wastewater easement and temporary construction easement situated on property commonly known as 2200 East Simonds Road in the City of Seagoville and owned by David Jasso and Zoila Jasso.

FINANCIAL IMPACT:

\$24,288.00

RECOMMENDATION:

City Staff recommends approval.

EXHIBITS:

Resolution - Authorizing City Manager to purchase easement at 2200 East Simonds Road

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING ACQUISITION OF A THIRTY-FIVE (35) FOOT WIDE, 1.889 ACRE WASTEWATER EASEMENT AND FIFTY (50) FOOT WIDE, 2.699 ACRE TEMPORARY CONSTRUCTION EASEMENT WHICH OVERLAPS THE WASTEWATER EASEMENT, ALL OUT OF AN APPROXIMATELY 50.491 ACRE TRACT OF LAND LOCATED AT 2200 EAST SIMONDS ROAD, SEAGOVILLE, DALLAS COUNTY, TEXAS AND SITUATED IN THE HARMAN HIDER SURVEY, ABSTRACT NO. 541 AND JOHN LANIER SURVEY, ABSTRACT NO. 805, DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO FROM DAVID JASSO AND ZOILA JASSO FOR THE PURCHASE PRICE OF \$24,288.00; AUTHORIZING THE CITY MANAGER TO PURCHASE THE EASEMENT AND AUTHORIZING THE CITY MANAGER OR THE MAYOR TO SIGN ALL NECESSARY ACQUISITION DOCUMENTS; PROVIDING FOR THE FURNISHING OF CERTIFIED COPIES OF THIS RESOLUTION AND FOR RECORDING OF THE EASEMENT IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, AS A DEED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville, Texas finds it necessary to acquire wastewater easements and related temporary construction easements for its Northern Basin Interceptor Project; and

WHEREAS, the City Council has determined that there is a public necessity for the acquisition of the wastewater easement and related temporary construction easement; and

WHEREAS, the City's duly authorized representatives have negotiated and agreed upon the purchase of the required wastewater easement and temporary construction easement situated on property commonly known as 2200 East Simonds Road in the City of Seagoville and owned by David Jasso and Zoila Jasso; and

WHEREAS, the City Council has determined that the agreed upon purchase price for the wastewater easement and temporary construction easement is fair and equitable and that paying the same is in the best interest of the citizens of the City of Seagoville.

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

SECTION 1. That the City Council hereby approves the acquisition of an approximately 1.889 acre wastewater easement and overlapping 2.699 acre temporary construction easement out of a tract of land commonly known as 2200 East Simonds Road, Seagoville, Dallas County, Texas and being situated in the Harman Hider Survey, Abstract 541 and the John Lanier Survey, Abstract No. 805 and being part of that 50.491 acre tract of land described by Warranty Deed to David Jasso and Zoila Jasso, recorded in Volume 2003078, Page 10579 of the Deed Records of Dallas County, Texas and said easement(s) being more particularly described and depicted in

Exhibit "A" attached hereto and incorporated herein by this reference (collectively, the "Easement") from the property owners David Jasso and Zoila Jasso for the purchase price of \$24,288.00. The City Council further approves the addition of Community National Title as a payee in accordance with the funding request received by the City for the closing related thereto.

SECTION 2. That the City Manager is authorized to purchase the Easement and the City Manager or the Mayor are authorized to execute any and all necessary acquisition documents.

SECTION 3. That the City Secretary is authorized and directed to prepare certified copies of this resolution and to furnish the same to the grantor of the Easement described herein and further to record the Easement in the real property records of Dallas County, Texas.

SECTION 4. That this Resolution shall take effect immediately from and after its adoption and execution.

DULY PASSED by the City Council of the City of Seagoville, Texas, this the ____ day of _____, 2022.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(041322vwtTM129031)

EXHIBIT "A"
DESCRIPTION AND SURVEY OF EASEMENT PROPERTY
AND TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"
35-FOOT WIDE WASTEWATER EASEMENT &
50-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT

Parcel No. 7
Owner: David Jasso and Zoila Jasso
Harman Hider Survey, Abstract Number 541
John Lanier Survey, Abstract Number 805
City of Seagoville, Dallas County, Texas

35-FOOT WIDE WASTEWATER EASEMENT

BEING a tract of land situated in the Harman Hider Survey, Abstract No. 541 and the John Lanier Survey, Abstract No. 805, Dallas County, Texas and being part of that 50.49086 acre tract of land described by Warranty Deed to David Jasso and Zoila Jasso, recorded in Volume 2003078, Page 10579 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at the southwest corner of said Jasso tract, being the southeast corner of a tract of land described by Special Warranty Deed with Vendor's Lien to Tina Stoker, recorded in Instrument Number 200600107349, O.P.R.D.C.T., being part of Lot 2, REPLAT OF NABORS SUBDIVISION, an addition to the City of Seagoville, recorded in Volume 93051, Page 1961 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being in the northerly right-of-way line of Simonds Road (40-foot right-of-way);

THENCE North 24 degrees 16 minutes 38 seconds East, with the common line of said Jasso tract and said Stoker tract, passing at a distance of 2.52 feet a 1/2-inch found iron rod, and continuing with said common line a total distance of 966.10 feet to the **POINT OF BEGINNING**, having grid coordinates of North=6,934,925.26, East=2,569,426.34;

THENCE North 24 degrees 16 minutes 38 seconds East, 40.01 feet, continuing with said common line, to a point for corner;

THENCE departing said common line, over and across said Jasso tract the following courses and distances:

- North 85 degrees 17 minutes 35 seconds East, 53.39 feet, to a point for corner;
- North 75 degrees 52 minutes 33 seconds East, 312.53 feet, to a point for corner;
- South 46 degrees 56 minutes 06 seconds East, 710.10 feet, to a point for corner;
- South 74 degrees 27 minutes 36 seconds East, 345.43 feet, to a point for corner;
- South 56 degrees 41 minutes 07 seconds East, 638.34 feet, to a point for corner;

Page 1 of 7
4/28/2021

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South 73 degrees 41 minutes 50 seconds East, 291.02 feet, to a point for corner in the center of Crawford Branch, being the common line of said Jasso tract and the west line of a called 159 acres tract of land described in Deed to SWMF Properties, INC, recorded in instrument Number 20080281643, O.P.R.D.C.T.;

THENCE South 23 degrees 27 minutes 46 seconds West, 35.28 feet, with said common line to a point for corner;

THENCE departing said common line, over and across said Jasso tract the following courses and distances:

North 73 degrees 41 minutes 50 seconds West, 291.86 feet, to a point for corner;

North 56 degrees 41 minutes 07 seconds West, 638.10 feet, to a point for corner;

North 74 degrees 27 minutes 36 seconds West, 348.53 feet, to a point for corner;

North 46 degrees 56 minutes 06 seconds West, 699.59 feet, to a point for corner;

South 75 degrees 52 minutes 33 seconds West, 296.33 feet, to a point for corner;

South 85 degrees 17 minutes 35 seconds West, 75.66 feet, to the **POINT OF BEGINNING AND CONTAINING** 82,265 square feet or 1.889 acres of land, more or less.

50-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT

BEING a tract of land situated in the Harman Hider Survey, Abstract No. 541 and the John Lanier Survey, Abstract No. 805, Dallas County, Texas and being part of that 50.49086 acre tract of land described by Warranty Deed to David Jasso and Zoila Jasso, recorded in Volume 2003078, Page 10579 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at the southwest corner of said Jasso tract, being the southeast corner of a tract of land described by Special Warranty Deed with Vendor's Lien to Tina Stoker, recorded in Instrument Number 200600107349, O.P.R.D.C.T., being part of Lot 2, REPLAT OF NABORS SUBDIVISION, an addition to the City of Seagoville, recorded in Volume 93051, Page 1961 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being in the northerly right-of-way line of Simonds Road (40-foot right-of-way);

THENCE North 24 degrees 16 minutes 38 seconds East, with the common line of said Jasso tract and said Stoker tract, passing at a distance of 2.52 feet a 1/2-inch found iron rod, and continuing with said common line a total distance of 948.95 feet to the **POINT OF BEGINNING**, having grid coordinates of North=6,934,909.65, East=-2,569,419.30;

THENCE North 24 degrees 16 minutes 38 seconds East, 57.16 feet, continuing with said common line, to a point for corner;

THENCE departing said common line, over and across said Jasso tract the following courses and distances:

North 85 degrees 17 minutes 35 seconds East, 53.39 feet, to a point for corner;

North 75 degrees 52 minutes 33 seconds East, 312.53 feet, to a point for corner;

South 46 degrees 56 minutes 06 seconds East, 710.10 feet, to a point for corner;

South 74 degrees 27 minutes 36 seconds East, 345.43 feet, to a point for corner;

South 56 degrees 41 minutes 07 seconds East, 638.34 feet, to a point for corner;

South 73 degrees 41 minutes 50 seconds East, 291.02 feet, to a point for corner in the center of Crawford Branch, being the common line of said Jasso tract and the west line of a called 159 acres tract of land described in Deed to SWMF Properties, INC, recorded in Instrument Number 20080281643, O.P.R.D.C.T.;

THENCE South 23 degrees 27 minutes 48 seconds West, 37.30 feet, with said common line to a point for corner;

THENCE South 01 degrees 31 minutes 56 seconds West, 13.64 feet, continuing with said common line to a point for corner;

Page 3 of 7

4/29/2021

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THENCE departing said common line, over and across said Jasso tract the following courses and distances:

- North 73 degrees 41 minutes 50 seconds West, 298.03 feet, to a point for corner;
- North 56 degrees 41 minutes 07 seconds West, 638.00 feet, to a point for corner;
- North 74 degrees 27 minutes 36 seconds West, 349.86 feet, to a point for corner;
- North 46 degrees 56 minutes 06 seconds West, 695.09 feet, to a point for corner;
- South 75 degrees 52 minutes 33 seconds West, 299.39 feet, to a point for corner;
- South 85 degrees 17 minutes 35 seconds West, 85.20 feet, to the **POINT OF BEGINNING AND CONTAINING** 117,557 square feet or 2.699 acres of land, more or less.

Notes:

1. Basis of Bearing is the North American Datum of 1983, Texas State Plane Coordinate System, North Central Zone (4202). All distances are surface distances. Surface Adjustment Scale Factor: 1.000136506
2. This metas and bounds description was prepared with an exhibit of even date.
3. The survey shown hereon was prepared with the benefit of a title commitment issued by Chicago Title Insurance Company, with an effective date of June 18, 2020 under GF No. 20060407ROW and was relied upon for easements and other matters of record.

I, Adam T. Johnson, Registered Professional Land Surveyor of the State of Texas, do hereby certify that the map shown hereon represents the described property as determined by a survey made on the ground under my direction and supervision in June, 2020, and that all corners are as shown.



04/28/2021



Adam T. Johnson
Registered Professional Land Surveyor
Texas Registration Number 6664
TBPELS SURVEYING FIRM NO. 10028600

Page 4 of 7
4/28/2021

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EXHIBIT C
PAGE 8

WASTEWATER/SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT:
DAVID JASSO AND ZOILA JASSO TO CITY OF SEAGOVILLE, TEXAS

TM123126

EXHIBIT "A"
PARCEL NO. 7

LINE DATA		
LINE #	BEARING	DISTANCE
L1	S 45°04'03" W	672.37
L2	N 08°11'47" W	87.26
L3	N 45°11'41" W	113.89
L4	N 24°10'58" E	40.01
L5	N 85°17'35" E	53.34
L6	N 70°52'33" E	312.55
L7	S 48°55'04" E	110.10
L8	S 74°27'36" E	345.45
L9	S 58°41'07" E	638.34
L10	S 78°41'00" E	291.02
L11	S 22°27'45" W	35.28
L12	N 73°41'50" W	291.66
L13	N 56°41'07" W	838.10

LINE DATA		
LINE #	BEARING	DISTANCE
L14	N 74°27'36" W	345.45
L15	N 43°06'08" W	594.04
L16	S 70°52'33" W	295.35
L17	S 85°17'35" W	75.60
TR18	N 24°16'58" E	42.18
TR19	S 48°55'04" W	37.92
TR20	S 07°31'56" E	13.64
TR21	N 73°41'50" W	298.03
TR22	N 08°41'07" W	636.04
TR23	N 71°27'36" W	319.88
TR24	N 48°55'06" W	653.02
TR25	S 75°52'33" W	289.39
TR26	S 80°12'36" W	85.70

CURVE DATA					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	BEARING
01	87.54'	186.12'	75°39'18"	86.25'	N 31°50'08" W

I, Adam T. Johnson, Registered Professional Land Surveyor of the State of Texas, do hereby certify that the map shown hereon represents the described property as determined by a survey made on the ground under my direction and supervision in June, 2020, and that all corners are as shown.

Adam Johnson

4-28-21



General Notes:

- 1) Bearing basis for this drawing is the Texas Coordinate System of 1983, North Central Zone 4202, NAD83 (2011). Distances show arc surface and can be converted to grid by dividing by a scale factor of 1.00014520.
- 2) A metes and bounds description of even date accompanies this exhibit.
- 3) The survey shown hereon was prepared with the benefit of a title commitment issued by Chicago Title Insurance Company, with an effective date of June 16, 2020 under OP No. 200894078001 and was relied upon for easements and other matters of record.

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**35 WASTEWATER EASEMENT &
50' TEMPORARY CONSTRUCTION EASEMENT
NORTHERN BASIN INTERCEPTOR SEWER
SITUATED IN: HANMAN RIDER SURVEY, ABSTRACT NO. 541 &
JOHN LANIER SURVEY, ABSTRACT NO. 882
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS**

PROJECT NO: 26952 001
DATE ISSUED: 4/28/21
PAGE: 7 OF 7

Regular Session Agenda Item: 8

Meeting Date: April 18, 2022

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: 9

Meeting Date: April 18, 2022

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