



**SEAGOVILLE CITY COUNCIL
MEETING AGENDA
MONDAY, AUGUST 03, 2015**

WORK SESSION – 6:30 P.M.
Council Chambers, City Hall
702 N. Hwy 175

AGENDA

1. Staff updates
2. Provide the proposed Fiscal Year 2015-2016 budget book to the City Council
3. Discussion of agenda item(s)
4. Adjourn

REGULAR MEETING – 7:00 P.M.
Council Chambers, City Hall
702 N. Hwy 175

AGENDA

Invocation
Pledge of Allegiance
Mayor's Report
Recognition of Visitors / Proclamations / Presentations
Citizens Public Comment Period

[Each speaker will be allowed six (6) minutes to address the council on any item on the agenda except for Public Hearing items]

CONSENT AGENDA

- 1C. Approval of minutes.
- 2C. Approval of a Resolution authorizing the Interim City Manager to sign an Interlocal Agreement with the North Central Texas Council of Government for Emergency 911 System Service and Equipment; providing for a repeal of any and all resolutions in conflict; providing for a severability clause; and providing for an effective date.
- 3C. Approval of a Resolution authorizing the Interim City Manager to execute the Project Specific Agreement regarding roadway striping on Malloy Bridge Road, Kaufman Street and Seagoville Road made pursuant to Master Road and Bridge Interlocal Maintenance Agreement between Dallas County, Texas and City of Seagoville, Texas in an amount of Two Thousand Two Hundred Twenty-One Dollars (\$2,221.00); and providing an effective date.

REPORTS/RECOMMENDATIONS/REQUESTS

4. Receive Storm Water Permit update presentation from Jayson Melcher with Halff Associates, Inc.
5. Conduct interviews with Board and Commission applicants.
6. Discuss and consider appointments to the Board of Adjustment, Park and Recreation Advisory Board, Planning and Zoning Commission and Keep Seagoville Beautiful.
7. Discuss and consider a Resolution accepting the Certified Tax Roll of Dallas and Kaufman County Appraisal Districts.
8. Discuss and consider a Resolution accepting the proposed property tax rate for fiscal year 2015 - 2016; accepting the calculation of the effective tax rate; and providing for the publication as provided by the Texas Property Tax Code.
9. Discuss and consider calling a public hearing on August 17, 2015 and September 1, 2015 to receive citizen input on the proposed FY 2015 – 2016 budget.
10. Discuss and consider a Resolution authorizing the Interim City Manager to execute a Communications Facilities License Agreement between the City of Seagoville and Rise/Skybeam for the housing and operating of a radio antenna at 101 N. Watson Road, Seagoville, Texas, Dallas County; providing a severability clause; and providing an effective date.

AGENDA (cont'd)

11. Discuss and consider an Ordinance amending Chapter 17 of the Code of Ordinances, Division 2. "Parking Regulations on Specific Streets", by adding Subsection 17.04.061 to provide for No Parking on the southeast side only of Casa Grande Drive between LaFonda Drive and LaFonda Circle for a distance of 270 feet as described herein; authorizing the Interim City Manager or designee to erect the appropriate signage; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of two hundred dollars (\$200.00) for each offense; providing for publication; and providing an effective date.

12. Receive Councilmember Reports – Items of community interest regarding which no action will be taken, as authorized by Section 551.0415 of the Government Code.

13. Receive Citizen Comments – Citizens may speak 6 minutes each on any matter, other than personnel matters, or matters under litigation.

14. Receive Future Agenda Items – Items to be placed on a future agenda which no action or discussion will be taken at this meeting.

15. Adjourn.

Posted Friday, July 31, 2015 by 6:00 P.M.



Dara Crabtree, 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, August 10, 2015 @ 6:30 p.m., City Council budget workshop.
- Monday, August 17, 2015 @ 7:00 p.m., City Council meeting.
- Tuesday, September 1, 2015 @ 7:00 p.m., City Council meeting.
- Monday, September 14, 2015 @ 7:00 p.m., City Council meeting.

INVOCATION

PLEDGE OF ALLEGIANCE

MAYOR'S REPORT

***VISITOR RECOGNITIONS /
PROCLAMATIONS / PRESENTATIONS -***

*Proclamations: Kevin "KJ" Joiner, Jr. and
80th Anniversary of the Signing of the Social
Security Act*



Proclamation

- WHEREAS,** Seven-year old Kevin "KJ" Joiner, Jr. plays for the SYSA Sophomore Raiders; and
- WHEREAS,** KJ recently participated in the Offense Defense Camp at the University of Texas at Dallas; and
- WHEREAS,** KJ had to compete with players 2 and 3 years older than him due to no one his age attended the Dallas camp; and
- WHEREAS,** KJ was starting Free Safety and third string Quarterback for ages 9-11 in the Offense Defense Super Bowl Game; and
- WHEREAS,** KJ had 2 tackles and 1 interception as Free Safety and as Quarterback had 1 carry off a good read for 30 yards; and
- WHEREAS,** due to his huge play he was given an "All-American Badge" and invited to play in Daytona Beach for the Free Safety and Quarterback Camp; and
- WHEREAS,** KJ was ranked 4th overall Quarterback in the 10 and under division for Dallas;

NOW, THEREFORE, I, Dennis K. Childress, Mayor of the City of Seagoville, Texas urge all citizens to join me in congratulating Kevin "KJ" Joiner, Jr. on this outstanding accomplishment and wishing him a successful football season and a wonderful experience in Daytona Beach.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seagoville, Texas to be affixed this 3rd day of August, 2015.



Mayor, The City of Seagoville, Texas



Proclamation

WHEREAS: on August 14, 1935, President Franklin D. Roosevelt signed the Social Security Act into law; and

WHEREAS: Social Security is a social insurance program under which workers earn coverage for retirement, survivors, and disability benefits by paying Social Security taxes on their earnings; and

WHEREAS: Social Security serves as vital financial protection for working men and women, children, those with disabilities, and the elderly; and

WHEREAS: Social Security also administers the Supplemental Security Income program, which is funded by general revenues and provides cash assistance to aged, blind, and disabled persons who have very limited means; and

WHEREAS: the Social Security program is the cornerstone of economic protection on which workers can build a comfortable retirement through pensions, insurance, savings, and other income; and

WHEREAS: Social Security is committed to providing the American public choices for conducting business with the agency. The Social Security website offers online services, applications, and program information for beneficiaries, employers, and the public; and

WHEREAS: *my Social Security* allows people quick, convenient, and secure access to their personal Social Security record. A personal *my Social Security* account is a valuable source of information beginning in employees' working years and continuing throughout the time they receive Social Security benefits; and

WHEREAS: the City of Seagoville recognizes the importance of Social Security benefits to the welfare of its citizens and joins the Social Security Administration in celebrating its past and in building its future;

NOW, THEREFORE, I, Dennis K. Childress, Mayor of the City of Seagoville, Texas do hereby do hereby proclaim that, on Friday, August 14, 2015 the **80TH ANNIVERSARY OF THE SIGNING OF THE SOCIAL SECURITY ACT** and join the Nation in celebrating this special occasion.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seagoville, Texas to be affixed this 3rd day of August, 2015.



Mayor, The City of Seagoville, Texas

Agenda Item 1C

Approval of minutes.

BACKGROUND OF ISSUE:

Approval of minutes for meetings held on July 20, 2015 and July 27, 2015.

FINANICIAL IMPACT:

N/A

**CITY COUNCIL
WORK SESSION
JULY 20, 2015**

The City Council held a work session on Monday, July 20, 2015 at 6:30 p.m. with a quorum present, to wit:

Dennis Childress	Mayor
Tommy Lemond	Mayor Pro Tem
Rick Howard	Councilmember
Jose Hernandez	Councilmember
Mike Fruin	Councilmember
Jon Epps	Councilmember

The following staff members were also present: Interim City Manager Pat Stallings, Finance Director Patrick Harvey, HR Director/Risk Manager Cindy Brown, Building Official Ladis Barr, Library Director Liz Gant and City Secretary Dara Crabtree.

ITEM 2. DISCUSSION OF AGENDA ITEMS.

ITEM 1C. City Secretary Crabtree stated a correction of the July 6, 2015 regular meeting minutes was provided to correct the numbering of Items 9, 10 and 11.

Finance Director Harvey advised the City of Seagoville was received the Texas Comptroller Leadership Circle Platinum Member recognition from the Texas Comptroller of Public Accounts for meeting a high standard for financial transparency online.

ITEM 5C. Following a City Council inquiry, HR Director/Risk Manager Brown stated the County hopes the auction price is high enough to collect back taxes but the properties ultimately sell to the highest bidder.

ITEM 6C. Discussion included: current contract in Year 4 of 5 year contract [*clarified currently in year 5*]; will be going out for proposals; previous audit firms; and staff satisfied with firm.

ITEM 7. Following a City Council inquiry, Building Official Barr stated front yard setbacks will always be an issue in any development for carports.

ITEM 11. Following a City Council inquiry, Mayor Childress clarified the property at 203 N. Kaufman Street was quite a bit larger than the property located at 108 W. Elm Street.

ITEM 1. Received presentation from Republic Services representative Marchella Bell and Brady Loesch. Questions and answers followed.

The work session was adjourned at 7:26 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**CITY COUNCIL
REGULAR MEETING
JULY 20, 2015**

The City Council held a regular meeting on Monday, July 20, 2015 at 7:38 p.m. with a quorum present, to wit:

Dennis Childress	Mayor
Tommy Lemond	Mayor Pro Tem
Rick Howard	Councilmember
Jose Hernandez	Councilmember
Mike Fruin	Councilmember
Jon Epps	Councilmember

The Invocation was provided by Phil Greenawalt. Mayor Childress led the Pledge of Allegiance.

MAYOR'S REPORT. Mayor Childress reported a Town Hall meeting was scheduled for July 27th to receive citizen input on the proposed budget for Fiscal Year 2016; beginning with August 3rd meeting, the City Council agenda packet can be found on the website; and the first 3rd Saturday Bulk Trash Day was successful and the next one will be Saturday, August 15th from 8:00 a.m. until noon.

CITIZENS PUBLIC COMMENT PERIOD (items on the agenda). No one spoke.

CONSENT AGENDA.

Councilmember Hernandez made a motion, seconded by Howard, to approve Consent Agenda Items 1C through 6C. A vote was cast 5 in favor, 0 against.

ITEM 1C. Approve minutes for meetings held on July 06, 2015 as amended.

ITEM 2C. Approve Resolution No. 23-R-15 authorizing the submission of the grant application to the Office of the Governor, Criminal Justice Division; providing for the Interim City Manager as the authorized official for Grant Number 2886901 for body cameras; providing for the repeal of any and all resolutions in conflict; and providing an effective date.

ITEM 3C. Approve Resolution No. 24-R-15 authorizing the submission of the grant application to the Office of the Governor, Criminal Justice Division; providing for the Interim City Manager as the authorized official for Grant Number

2887501 for evidence bar coding and security project; providing for the repeal of any and all resolutions in conflict; and providing an effective date.

ITEM 4C. Approve Resolution No. 25-R-15 authorizing Mayor Dennis K. Childress, Interim City Manager Pat Stallings and Finance Director Patrick Harvey to sign for and on behalf of the City of Seagoville at the American National Bank.

ITEM 5C. Approve Resolution No. 26-R-15 authorizing the County of Dallas to resell tax foreclosed properties located at 1010 Armstrong Road, 405 N. Kaufman Street and 213 E. Bluff Road, by public or private sale to the highest qualified purchaser, as authorized by Section 34.05 of the Texas Property Tax Code.

ITEM 6C. Approve Resolution No. 27-R-15 authorizing the Interim City Manager to execute the Engagement Letter with Fox, Byrd and Co., P.C. for audit services for fiscal year ending September 30, 2015; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date.

ITEM 7. Mayor Childress opened the public hearing at 7:47 p.m. to consider the request of D. R. Cameron & Associates to rezone approximately 76.122 acres from Agriculture (AG) zoning to Planned Development Residential – 5 (PD – R-5) zoning on property located on the northern corner of Lasater Road and Shannon Loop intersection and abuts Highland Meadows Addition, Phase IIB to the northwest, legally described as Tracts 3 and 6, J.H. Halford Survey, Abstract No. 570, Page 710, City of Seagoville, Dallas County, Texas and amend the Comprehensive Land Use Plan. No one spoke in favor of the request. Harold Magill, 1008 Ard Road spoke in opposition of the request. The public hearing was closed at 7:50 p.m.

ITEM 8. Following a discussion, Mayor Pro Tem Lemond made a motion, seconded by Councilmember Hernandez, to approve Ordinance No. 13-15 rezoning approximately 76.122 acres from Agriculture (AG) zoning to Planned Development Residential – 5 (PD – R-5) zoning on property located on the northern corner of Lasater Road and Shannon Loop intersection and abuts Highland Meadows Addition, Phase IIB to the northwest, legally described as Tracts 3 and 6, J.H. Halford Survey, Abstract No. 570, Page 710, City of Seagoville, Dallas County, Texas and amend the Comprehensive Land Use Plan. A vote was cast 3 in favor, 2 against (Epps and Howard).

ITEM 9. Board and Commission interviews were conducted. The following fifteen (15) individuals were interviewed: Alexandria Perez, Amber Mefford, Barbara Sherman, Charlotte Hernandez, Dennis K. Childress, Desiree Erb, Errik Watson, Harold Magill, Jessica Langford, Linda Vineyard, Mildred Thompson, Mike Fruin, Pat Bearden, Peggy Day, and Todd Brisbon.

ITEM 10. The following applicants were appointed to serve as listed following being nominated and receiving the majority votes.

Planning and Zoning Commission

Errik Watson, Place 1 with a term expiring June 2016

Alexandria Perez, Place 4 with a term expiring June 2017

Board of Adjustments

Jerry Yearout, Place 1 with a term expiring June 2017
George Edwards, Place 3 with a term expiring June 2017
Mildred Thompson, Place 5 with a term expiring June 2017
Peggy Day, Alt. #1 with a term expiring June 2016

Park and Recreation Advisory Board

Jessica Langford, Place 2 with a term expiring June 2017
Amber Mefford, Place 3 with a term expiring June 2017
Todd Brisbon, Place 5 with a term expiring June 2017

Library Advisory Board

Desiree Erb, Place 1 with a term expiring June 2017
Mary Graham, Place 3 with a term expiring June 2017
Pat Bearden, Place 5 with a term expiring June 2017

Seagoville Economic Development Corporation

Barbara Sherman, Place 1 with a term expiring June 2017
Harold Magill, Place 3 with a term expiring June 2017
Dennis K. Childress, Place 5 with a term expiring June 2017
Mike Fruin, Place 6 with a term expiring June 2016
Brenda Thompson, Place 7 with a term expiring June 2017

Animal Shelter Oversight Committee

Dr. Ronnie Mohr, Place 1 with a term expiring June 2017
Todd Brisbon, Place 5 with a term expiring June 2017

Keep Seagoville Beautiful Board

[Councilmember Hernandez recused himself and left the dais.]

Charlotte Hernandez, Place 5 with a term expiring June 2017

[Following discussion and vote Councilmember Hernandez returned to the dais.]

Jessica Langford, Place 2 with a term expiring June 2017
Gladys Santiago, Place 4 with a term expiring June 2017
Ann-Marie Robinson, Place 7 with a term expiring June 2017

ITEM 11. Councilmember Fruin made a motion, seconded by Mayor Pro Tem Lemond, to approve Resolution No. 28-R-15 ratifying Seagoville Economic Development Corporation Resolution No. 06-2015 approving the terms and conditions of a real estate sales contract between the Seagoville Economic Development Corporation and Hector Herrera, sole proprietor for the purchase of property located at 108 W. Elm Street, Seagoville, Texas in an amount not to exceed Fourteen Thousand Dollars (\$14,000.00). A vote was cast 5 in favor, 0 against.

ITEM 12. Councilmember Howard made a motion, seconded by Councilmember Hernandez, to approve Resolution No. 29-R-15 ratifying Seagoville Economic Development Corporation Resolution No. 07-2015 approving the terms and conditions of a real estate sales contract between the Seagoville Economic Development Corporation and Hector Herrera, sole proprietor for the purchase of property located at 203 N. Kaufman Street, Seagoville, Texas in an amount not to exceed Thirty-Six Thousand Dollars (\$36,000.00). A vote was cast 5 in favor, 0 against.

ITEM 13. COUNCILMEMBER REPORTS.

Jon Epps – commented the streets looked good and hope continue moving forward.

Mike Fruin – thanked staff and Interim City Manager Stallings for new high water signs and right-of-way mowing.

Rick Howard – commented on children playing at splash pad in Central Park; and splash pad needs a cover to shade.

Jose Hernandez – commented on agenda packets being available online.

ITEM 14. CITIZEN COMMENTS.

Dennis Johnson, 9612 Presto Drive, Frisco, TX – commented on Georgia Lane; hired to sell Mr. Kerico’s property; pending issue that prevents the sale of the property; property annexed in 2008; current zoning per Dallas Central Appraisal District; Service Plan required as part of annexation; owners being held hostage; bring awareness and progress; and will follow up.

ITEM 15. FUTURE AGENDA ITEMS.

Jose Hernandez – revise placement of trash, too broad and vague; impact fees; sign ordinance; car lot on Highway 175 between Woody and Stark Road.

Mike Fruin – Georgia Lane update from City Attorney.

ITEM 16. The meeting adjourned at 8:59 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**CITY COUNCIL
TOWN HALL MEETING / WORKSHOP
JULY 27, 2015**

The City Council held a Town Hall Meeting / Budget Workshop on Monday, July 27, 2015 at 6:32 p.m. with a quorum present, to wit:

Dennis Childress	Mayor
Tommy Lemond	Mayor Pro Tem
Rick Howard	Councilmember
Jose Hernandez	Councilmember
Mike Fruin	Councilmember
Jon Epps	Councilmember

The following staff members were also present: Interim City Manager Pat Stallings, Finance Director Patrick Harvey, Public Works Director Steve Miller, Library Director Liz Gant, Building Official / Fire Marshall Ladis Barr, HR Director / Risk Manager Cindy Brown and City Secretary Dara Crabtree.

ITEM 1. Mayor Childress opened the Town Hall Meeting at 6:32 p.m. to receive citizen input on the proposed Fiscal Year 2015-2016 budget. No one spoke. The Town Hall Meeting was closed at 6:33 p.m. Mayor Childress moved into the budget workshop.

ITEM 2. Finance Director Harvey provided a presentation on the preliminary proposed Fiscal Year 2015-2016 budget including: the budget process; waiting to receive final numbers for property taxes and health insurance; focus areas; current challenges; proposing increase of twenty-five cents (25¢) in storm water fee to help establish two person litter crew; funding sources; budget provisions: street repairs, one-time transfer to Debt Service Fund, emergency siren replacement (Ard Rd.), vehicle acquisitions, and exchange server; General Fund; Water/Sewer Fund; Debt Service Fund; debt service will decrease in 2017 (1996 Series bonds paid in full); proposed increase in water/sewer (\$1.36/month for 5,000 gallons and \$2.71 for 10,000 gallons); designated funds for specific uses; and Seagoville Economic Development Corporation budget. Question and answers followed.

The workshop was adjourned at 7:32 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Agenda Item 2C

Approval of a Resolution authorizing the Interim City Manager to sign an Interlocal Agreement with the North Central Texas Council of Government for Emergency 911 System Service and Equipment; providing for a repeal of any and all resolutions in conflict; providing for a severability clause; and providing for an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville opted to become part of the North Central Texas Council of Governments (NCTCOG) Emergency 911 System Service and Equipment Interlocal Agreement in 1991.

The agreement is for a two (2) year period (September 1, 2015 – August 31, 2017) and sets forth certain 911 provisions as prescribed by the Commission on State Emergency Communication, CSEC (State 911 Commission). The agreement will affect the 13 sheriffs' offices, and 29 police departments operating 911 Public Safety Answering Points (communications centers) in the NCTCOG 911 service area.

The intent of the agreement is to assure an effective operation of the NCTCOG service area's 911 system, and comply with Commission rules, regulations, and policies.

FINANCIAL IMPACT:

A RESOLUTION OF THE CITY OF SEAGOVILLE,

TEXAS RESOLUTION NO. 30-R-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO SIGN AN INTERLOCAL AGREEMENT WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS FOR EMERGENCY 911 SYSTEM SERVICE AND EQUIPMENT.

WHEREAS, the City Council of the City of Seagoville, Texas recognizes the mutual benefits of cooperative Interlocal Agreements between units of government and Council's of Governments; and

WHEREAS, the City Council of the City of Seagoville, Texas recognizes and supports the Emergency 911 Service and Regional Interlocal Agreements supporting Emergency 911 Service and Equipment; and

WHEREAS, the City Council of the City of Seagoville, Texas recognizes that the City opted to become part of the North Central Texas Council of Governments Emergency 911 System Service and Equipment Interlocal Agreement in 1991; and

WHEREAS, pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 of the Texas Government Code, and Subchapter F, Chapter 271 of the Texas Local Government Code, the City Council of the City of Seagoville, Texas, desires to enter into an Interlocal Agreement with the North Central Texas Council of Governments, for Emergency 911 System Service and Equipment; and

WHEREAS, the City Council of the City of Seagoville, Texas, authorizes the Interim City Manager to sign an Interlocal Agreement with the North Central Texas Council of Governments, for Emergency 911 System Service and Equipment.

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

SECTION 1. That the City Council of the City of Seagoville, Texas hereby supports entering into an Interlocal Agreement with the North Central Texas Council of Governments, for Emergency 911 System Service and Equipment which is attached hereto and incorporated herein as Exhibit "A".

SECTION 2. That any prior Resolution 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 judgment or holding shall not affect the validity of this Resolution as a whole or any part

or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 4. This Resolution shall take effect immediately from and after its passage in accordance with the provision of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

DULY PASSED AND APPROVED by the City Council of the City of Seagoville, Texas, this the 3rd day of August, 2015.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND
City of Seagoville
FOR 9-1-1 SERVICE, AND EQUIPMENT**

Article 1: Parties & Purpose

- 1.1 The North Central Texas Council of Governments (hereafter NCTCOG) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. NCTCOG has developed a Strategic Plan (Plan) to establish and maintain 9-1-1 emergency telephone service in State Planning Region 4, and the Commission on State Emergency Communications (CSEC) has approved its current Plan.
- 1.2 City of Seagoville is a local government that operates one or more Public Service Answering Points (PSAPs) that assist in implementing the Plan as authorized by Chapter 771 of the Health and Safety Code.
- 1.3 City of Seagoville (hereafter Local Government) is a local government that is authorized to perform addressing activities under the County Road and Bridge Act.
- 1.4 This contract is entered into between NCTCOG and Local Government under Chapter 791 of the Government Code so that Local Government can participate in the enhanced 9-1-1 emergency telephone system in the region and perform database maintenance activities.
- 1.5 The Commission on State Emergency Communications (CSEC or Commission), as authorized by the Health & Safety Code, Chapter 771, is the oversight and funding authority for regional councils implementing 9-1-1 and addressing/addressing maintenance services through local governments.

Article 2: Stipulations

As required by the Contract for 9-1-1 Services executed between NCTCOG and the CSEC, NCTCOG shall execute Interlocal agreements between itself and its member local governments relating to the planning, development, operation, and provision of 9-1-1 services, the use of 9-1-1 funds and adherence to applicable law and the Commission on State Emergency Communications rules. At a minimum, the parties to this agreement agree:

- 2.1 To comply with applicable provisions of the State of Texas Uniform Grant Management Standards (UGMS);
- 2.2 That NCTCOG and/or the Commission may withhold, decrease, or seek the return of or reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law and/or CSEC Rules;
- 2.3 That Local Government shall return or reimburse NCTCOG and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law and/or CSEC Rules;
- 2.4 That such return or reimbursement of 9-1-1 funds to NCTCOG and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by NCTCOG or Commission, unless an alternative repayment plan is approved by NCTCOG and then submitted to the Commission for approval;
- 2.5 To comply with the Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds; in connection with the provisions of 9-1-1 service (9-1-1 equipment);

- 2.6 To maintain a current inventory of all 9-1-1 equipment consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules;
- 2.7 To reimburse NCTCOG and/or Commission for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse or negligence by PSAP employees or other persons; or acts of nature or war, though this provision shall not include ordinary wear and tear or ordinary day to day use of equipment;
- 2.8 That NCTCOG and Local Government shall maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to such Local Government and all 9-1-1 funds spent by such Local Government for 9-1-1 service, with specific detail for 9-1-1 funds received, and consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, and as approved in NCTCOG's current strategic plan;
- 2.9 That the Commission or its duly authorized representative and NCTCOG shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the Local Government or by any other entity that has performed or will perform database maintenance activities;
- 2.10 To recognize that the Commission reserves the right to perform on-site monitoring of NCTCOG and/or its performing Local Government for compliance with applicable law, and NCTCOG and Local Government agree to cooperate fully with such on-site monitoring;

Article 3: Program Deliverables – 9-1-1 & Database Maintenance

Local Government agrees to comply with all applicable law, CSEC Rules and NCTCOG policies, as they pertain to the 9-1-1 Program administered by NCTCOG, in providing the following deliverables to this contract. To the extent that NCTCOG policies are not consistent with applicable law, the applicable law prevails.

Ownership, Transference & Disposition

- 3.1 NCTCOG shall establish ownership of all 9-1-1 and ancillary equipment procured with 9-1-1 funds as defined herein, and located within the Local Government's jurisdiction. NCTCOG may maintain ownership, or it may transfer ownership to the Local Government. Before any such transfer of ownership, NCTCOG will evaluate the adequacy of controls of Local Government to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the ancillary equipment identified in paragraph 3.2c below, may or may not be procured by NCTCOG on behalf of Local Government, according to NCTCOG's Strategic 9-1-1 Plan.
- 3.2 The basic equipment categories are:
 - a. 9-1-1 Equipment
 - i. Customer Premise Equipment (CPE) – telephone equipment located at the PSAPs which may include telephones, integrated workstations, servers, ANI controllers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery to the PSAP;
 - ii. Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
 - b. Ancillary Equipment
 - i. NCTCOG owned ancillary equipment, if applicable

ii. Recorders

- 3.3 Transfer-of-ownership documents shall be prepared by NCTCOG and signed by both parties upon transference of ownership of any ancillary equipment in accordance with UGMS and the State Comptroller of Public Accounts.
- 3.4 The local government shall provide adequate insurance policies on such equipment to provide for the replacement of the equipment in cases of losses due to anything other than daily use and normal wear and tear. The local government shall provide written proof of this insurance to NCTCOG annually.
- 3.5 Local Government is responsible for notifying NCTCOG upon disposition of equipment due to obsolescence, failure, or other planned replacement, transfer documents. Capital Recovery Asset Disposal Notices (as required by CSEC Rule 251.5) shall be prepared by NCTCOG in accordance with UGMS and the State Comptroller of Public Accounts.

Inventory

- 3.6 NCTCOG shall maintain property records, reconciled to the Local Government's general ledger account at least once per year, in accordance with CSEC Rule 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*, UGMS, and the State Property Accounting Policy and Procedures Manual.
- 3.7 The owner of the ancillary equipment, or the party to whom responsibility is assigned, shall cooperate with NCTCOG to provide inventory information for the Annual Certification of 9-1-1 Program Assets, as required by CSEC Rules 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*.
- 3.8 A physical inventory shall be conducted annually by NCTCOG.
- 3.9 Any lost or stolen equipment shall be reported to NCTCOG as soon as possible, and shall be duly investigated by Local Government and NCTCOG immediately.

Security

- 3.10 Local Government will comply with the current Criminal Justice Information Services (CJIS) Security Policy (CJISD-ITS-DOC-08140-5.0) as a minimum-security mandate for Customer Premise Equipment/Integrated or Workstations. A signed copy of the agreement must be available for inspection at all times
- 3.11 Local Government will protect the CPE, ancillary and database Maintenance/GIS equipment by implementing measures that secure the premises (including equipment room) of its PSAPs or addressing office against unauthorized entrance or use.
- 3.12 Local Government will operate within local standard procedures and take appropriate security measures as may be necessary to ensure that non-CSEC approved third-party software applications cannot be integrated into the PSAP(s)' Customer Premise Equipment/Integrated or Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*.
- 3.13 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of NCTCOG. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by NCTCOG.
- 3.14 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 Addressing databases.

- 3.25 These telecommunicators shall be scheduled for their 9-1-1 equipment training within 120 days of their hire date.
- 3.26 Ensure that the 9-1-1 telecommunicators receive TDD/TTY training every six months as mandated by the Department of Justice. This can be achieved by completing the on-line TTY refresher modules within 45 days of issuance, or attend the 4 hour TDD/TTY course at NCTCOG, or Local Government hosted training.
- 3.27 Ensure that 9-1-1 PSAP Supervisory personnel or designee attend tri-yearly training/meetings offered at NCTCOG to keep the PSAP updated on current events. A minimum of two meetings per year are required for each PSAP.
- 3.28 Ensure that all telecommunicators have access to the NCTCOG 9-1-1 Training website and abide by TCLEOSE mandated rules and regulations for telecommunicator requirements.
- 3.29 Beginning February 1, 2012, ensure that all telecommunicator attend a 9-1-1 equipment and technology refresher course every 2 years.

Facilities

- 3.30 Local Government shall meet minimum requirement for back room requirements. Must comply with specifications from NCTCOG (See Attachment C). Any expenses associated with this requirement are the responsibility of the PSAP.
- 3.31 Local Government's equipment room and 9-1-1 communications area must maintain a temperature of 65-80 degrees Fahrenheit. Local Government will maintain 9-1-1 equipment and areas by ensuring cleanliness.
- 3.32 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.
- 3.33 Local Government shall provide updated or current access or security policies to NCTCOG.
- 3.34 NCTCOG staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24 X 7 X 365 basis without prior notice.

Operations

Local Government shall:

- 3.35 Designate PSAP Supervisory personnel or designee and provide related contact information (to include after hour contact information) as a single point of contact for NCTCOG.
- 3.36 Coordinate with NCTCOG in the planning for, implementation and operation of all 9-1-1 equipment.
- 3.37 Monitor the 9-1-1 equipment and report any failures or maintenance issues immediately to the NCTCOG Technical Team through appropriate trouble reporting procedure.
- 3.38 Test all 9-1-1 and ancillary equipment for proper operation and user familiarity at least once per month.
- 3.39 Power cycles all 9-1-1 equipment at a minimum of 1 time per week.

- 3.40 Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per month.
- 3.41 Log all TDD/TTY calls, and fax copies to NCTCOG by the first of each month. If logs are not received by the 10th day of the month, documentation requesting the logs will be sent to the chief/sheriff. Copies should also be made available upon request by NCTCOG and Department of Justice.
- 3.42 Limit access to all 9-1-1 equipment and related data to authorized personnel.
- 3.43 Make no changes to 9-1-1 equipment, software, or programs without prior written consent from NCTCOG.
- 3.44 Make no changes or modifications to any configuration, software, or hardware provided by NCTCOG other than adding the agents and editing the auto-dial feature.
- 3.45 Provide a safe and healthy environment for all 9-1-1 telecommunicators, which enhance proper use and maintenance of 9-1-1 equipment.
- 3.46 Provide upon request any testing documentation or applicable paperwork required by CSEC and NCTCOG within 24 hours.
- 3.47 The PSAP shall keep at least one 10-digit emergency telephone number that is not part of an automated system to be used for 9-1-1 transfer calls and default routing. These numbers shall be answered by a live person 24 hours a day, 7 days a week and should have the ability to be call forwarded. Any change in this 10-digit emergency number shall be reported to NCTCOG in writing.
- 3.48 The PSAP shall report ANI/ALI discrepancies utilizing the tools in the dispatch mapping solution provided by NCTCOG.
- 3.49 Incomplete ANI/ALI Problem Call Reports returned to PSAP shall be completed and faxed back to NCTCOG within 72 hours.
- 3.50 Test calls to clear ANI/ALI Problem Call Reports shall be made by PSAP within 24 hours. Problems shall be reported on a new ANI/ALI discrepancy and submitted via the dispatch mapping solution.
- 3.51 Medical providers and other agencies that require frequent transfers during 9-1-1 calls must have and utilize a toll free transfer number.
- 3.52 Notification of change in medical, law enforcement or fire responders shall be made in writing to NCTCOG at least 45 days prior to change.
- 3.53 Submit a signed Manual ALI Query form to NCTCOG annually and agree to use ALI lookup feature only in the handling and processing of an emergency telephone call.
- 3.54 Each PSAP shall submit an emergency plan for 9-1-1 communications.
- 3.55 The PSAP shall have documented procedures for the transfer of administration lines where call center evacuation is required.
- 3.56 Comply with NCTCOG policy and procedures for PSAP moves/changes posted on the NCTCOG website.
- 3.57 PSAP Agency should have adequate personnel trained and available to operate the generator.
- 3.58 PSAP Agency shall be able to engage NCTCOG owned UPS bypass switch, where applicable.
- 3.59 PSAP Agency shall test generator at least monthly to ensure that all NCTCOG equipment remains functional. All tests shall be reported monthly to the PSAP Operations Specialist
- 3.60 All telecommunicators shall re-transmit (rebid) all wireless calls to receive most accurate caller location.
- 3.61 PSAP Agency shall keep on file the proper trouble ticketing log, provided by NCTCOG, to document ticketing information when reporting to NCTCOG Tech Support issues with issues on the 9-1-1 equipment. It is not required for the PSAP Agency to turn in this report on a monthly basis, but to keep as a reference at their level. NCTCOG

reserves the right to request these trouble logs at any time. Trouble ticket logs must be kept for the duration of this agreement.

- 3.62 The make busy shall only be activated in emergency or evacuation situations.

Performance Monitoring

- 3.63 Local Government agrees to fully cooperate with all monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the deliverables specified in this contract, and as outlined in Program Deliverables noted above.

Article 4: Procurement

- 4.1 NCTCOG may purchase, lease, or otherwise procure, on Local Government's behalf, the 9-1-1 equipment, software, services, and other items described in the current Strategic Plan.
- 4.2 NCTCOG and the Local Government agree to use competitive procurement practices and procedures similar to those required by state law for cities or counties, as well as CSEC Rule 251.8, *Guidelines for the Procurement of Equipment and Services with 9-1-1 Funds*.

Article 5: Database Maintenance

- 5.1 Only applies to counties.

Article 6: Financial

As authorized in Chapter 771 of the Texas Health & Safety Code, Sections 771.055, 771.056, 771.071, 771.072 and 771.075:

- 6.1 NCTCOG shall develop a plan to meet Local Government needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established and approved by the CSEC.
- 6.2 The provisioning of 9-1-1 service throughout the region shall be funded by emergency service fees and/or equalization surcharge, based upon state appropriations.
- 6.3 Allowable and disallowed expenditures shall be determined by the appropriations, rules, policies and procedures as established by the CSEC, and as provided for the Local Government in NCTCOG's approved Strategic Plan.

Article 7: Records

- 7.1 Local Government agrees to maintain financial and any other 9-1-1 documentation adequate to document its performance, costs, and receipts under this contract. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years. Local government may request in writing to maintain these records electronically, if that technology is in place.
- 7.2 For the purpose of reimbursement, Local Government shall maintain sufficient records detailing the significant history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the

- basis for the contract price. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years.
- 7.3 Local Government agrees to preserve the records for three years after receiving final payment under this contract. If an audit of or information in the records is disputed or the subject of litigation, Local Government agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract;
 - 7.4 NCTCOG and/or Commission are entitled to inspect and copy, during normal business hours at Local Government's offices, the records maintained under this contract for as long as they are preserved. NCTCOG is also entitled to visit Local Government's offices, talk to its personnel, and audit its applicable 9-1-1 records, all during normal business hours, to assist in evaluating its performance under this contract;
 - 7.5 The Commission and the Texas State Auditor have the same inspection, copying, and visitation rights as NCTCOG.
 - 7.6 In terms of 9-1-1 records, excluding financial, Local Government shall comply with their own retention schedule, as per state statute.

Article 8: Nondiscrimination and Equal Opportunity

- 8.1 Local Government shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 9: Dispute Resolution

- 9.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 10.1 – 10.4, until they have exhausted the procedures set out in these paragraphs.
- 9.2 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 9.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to a mutually designated legal mediator. Each party shall pay half the cost of the mediation services.
- 9.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Article 10: Suspension for Unavailability of Funds

- 10.1 Local Government acknowledges that NCTCOG's sole source of funding for this contract is the 9-1-1 fees collected by service providers and received by the state Comptroller's Office. If fees sufficient to pay Local Government under this contract are not paid to NCTCOG, or if the CSEC does not authorize NCTCOG to use the fees to pay Local Government, NCTCOG may suspend payment of monthly bills for 9-1-1 equipment by

giving Local Government notice of the suspension. The suspension is effective 10 calendar days after Local Government's receipt of the notice. Upon suspension of payment, Local Government's obligations under this contract are also suspended until NCTCOG resumes payment.

Article 11: Notice to Parties

- 11.1 Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 11.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 11.3.
- 11.2 NCTCOG's address is:
P. O. Box 5888
Arlington, TX 76005-5888,
Attention: Executive Director.
- 11.3 Local Government's address is:
702 North Highway 175
Attention: Larry Graves
- 11.4 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 12: Effective Date and Term of Contract

- 12.1 This contract takes effect on September 1, 2015 on behalf of NCTCOG and Local Government, and it ends on August 31, 2017. Should for any reason Local Government withdraws from the E9-1-1 Service system prior to the end of the full term of this contract, in addition to all other remedies available to NCTCOG under state law and this contract, NCTCOG may seek a return of all 9-1-1 equipment purchased with 9-1-1 funds in the possession of Local Government. In the event of such withdrawal, both parties agree to work in good faith to establish a fair and equitable transition plan so as to assure continued emergency services to the citizens of Local Government.

Article 13: Miscellaneous

- 13.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 13.2 This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.
- 13.3 Rules, Program Policy Statements, and Best Practices of CSEC as well as Chapter 771, Health and Safety Code, State Administration of Emergency Communications can be found on the CSEC website: <http://www.911.state.tx.us>. If unable to access, please contact NCTCOG 9-1-1 Program Offices for copies.
- 13.4 The following Attachments are part of this contract:

Contract for 9-1-1 Services between NCTCOG and CSEC (Attachment A)
Manual ALI Query Request (Attachment B)
NCTCOG Equipment Room Site Requirement (Attachment C)
Text to 9-1-1 Testing Requirements (Attachment D), where applicable
NCTCOG Move, Add and Change Procedures (Posted on www.nctcog.org)

This contract is binding on, and to the benefit of, the parties' successors in interest.

13.5 This contract is executed in duplicate originals.

CITY OF SEAGOVILLE



Larry Graves
City Manager

NORTH CENTRAL TEXAS COUNCIL OF
GOVERNMENTS



Mike Eastland
Executive Director

7-13-2015
Date

Date

Attachment A
Contract for Services between the
Commission on State Emergency Commission (CSEC) and
North Central Texas Council of Governments (NCTCOG)

RECEIVED
SEP 11 2013
CSEC

Contract for 9-1-1 Service

Article 1. Parties and Purposes

- 1.1 The Texas Commission on State Emergency Communications ("Commission") is charged by law with the responsibility to oversee the provision of 9-1-1 service throughout the state, and North Central Texas Council of Governments ("RPC") is charged with the responsibility to provide 9-1-1 service in its region. Providing 9-1-1 service requires a partnership among and cooperative efforts by the Commission, the RPC, and the local governments represented on the RPC's governing body.
- 1.2 Health and Safety Code Section 771.078 requires the Commission and the RPC to contract for the provision of 9-1-1 service. Per the statute and Commission Rule 251.12, *Contracts for 9-1-1 Service*, a contract must provide for:
- (a) the reporting of financial information regarding administrative expenses by regional planning commissions in accordance with generally accepted accounting principles;
 - (b) the reporting of information regarding the current performance, efficiency, and degree of implementation of emergency communications services in each regional planning commission's service area;
 - (c) the collection of efficiency data on the operation of 9-1-1 answering points;
 - (d) standards for the use of answering points and the creation of new answering points;
 - (e) quarterly disbursements of money due under the Contract, except as provided by Subdivision (f);
 - (f) the Commission to withhold disbursement to a regional planning commission that does not follow a standard imposed by the Contract, a Commission rule, or a statute; and
 - (g) a means for the Commission to give an advance on a quarterly distribution under the Contract to a regional planning commission that has a financial emergency.
- 1.3 The Commission and the RPC enter into this Contract for 9-1-1 Service ("Contract") to clarify and better define the rights and duties of each in carrying out their individual and collective responsibilities under the law.

Article 2. Compliance with Applicable Law

- 2.1 The RPC shall comply with all applicable federal and state laws ("applicable law") in carrying out its strategic plan that has been approved by the Commission.
- 2.2 Applicable law, as defined in the prior section, includes but is not limited to Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General

Appropriations Act; Texas Government Code Chapter 783 (Uniform Grant and Contract Management, including Uniform Grant Management Standards [UGMS] Title 34, Part 1, Chapter 20, Subchapter I), Chapter 441, Subchapter J (Preservation and Management of Local Government Records Act), and Chapter 2260 (Resolution of Certain Contract Claims Against the State); and Texas Local Government Code Chapter 391 (Regional Planning Commissions).

- 2.3 The RPC shall repay any allocated and distributed equalization surcharge and 9-1-1 service fees (collectively, "9-1-1 funds") expended by the RPC in noncompliance with applicable law. Such reimbursement shall be made in accordance with established Commission policies and procedures. The RPC shall advise the Commission in writing of its efforts to recover 9-1-1 funds in accordance with Article 4.1 herein.
- 2.4 In accordance with Health and Safety Code Section 771.078(c)(6), the Commission may withhold disbursement of funds to the RPC for failing to follow a standard imposed by this Contract or applicable law.
- 2.5 The RPC shall maintain, at a minimum, a separate investment account for all 9-1-1 funds received. The RPC shall utilize an accounting system that complies with applicable law, including specifically the requirements in UGMS, Subpart C – Post Award Requirements, Section .20 – Standards for Financial Management Systems – which requires recipients of state funds to maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Article 3. Monitoring Compliance

- 3.1 The RPC recognizes that the Commission reserves the right to perform monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with applicable law, and the RPC agrees to cooperate fully with such monitoring.
- 3.2 The RPC recognizes that the Commission reserves the right to monitor RPC financial procedures and validate financial reimbursement requests for compliance with applicable law, accuracy, completeness, and appropriateness, prior to the Commission distributing allocated 9-1-1 funds.

Article 4. Standard Interlocal Agreement with Local Governments

- 4.1 The RPC shall use interlocal agreements between itself and its local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds and adherence to applicable law. These agreements must, at a minimum, provide for compliance with applicable law by including provisions that:

- (a) the RPC will provide 9-1-1 funds to the local governments on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the local governments are complete, accurate, and appropriate;
- (b) the RPC may withhold, decrease, or seek reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law;
- (c) the local governments shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law;
- (d) reimbursement of 9-1-1 funds under subsection (c) shall be made by the local government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and the Commission;
- (e) address the RPC's ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service ("9-1-1 equipment");
- (f) require the RPC to maintain a current inventory of all 9-1-1 equipment;
- (g) require a control system to be developed by the local government to ensure adequate safeguards to prevent loss, damage, or theft of 9-1-1 equipment;
- (h) require reimbursement to the RPC and/or the Commission for damage to 9-1-1 equipment; other than ordinary wear and tear;
- (i) the local governments will maintain adequate fiscal records and supporting documentation of all 9-1-1 funds reimbursed to such local governments for 9-1-1 service consistent with applicable law and generally accepted accounting principles, and as approved in the RPC's current approved Strategic Plan;
- (j) the Commission or its duly authorized representative shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the local government, the PSAP, or by any other entity that has performed or will perform activities related to the agreements;
- (k) the local government will provide 9-1-1 service as a condition of the receipt of 9-1-1 funds as prescribed by the RPC strategic plan; and
- (l) funding of 9-1-1 service is contingent on appropriations made to the Commission by the Texas Legislature, and if 9-1-1 funds are not made available to the RPC by the Commission or if legally available 9-1-1 funds are exhausted, then the RPC will not be obligated to provide the reimbursements contemplated by this Contract.

Article 5. Competitive Procurement and Contract Administration

- 5.1 The RPC may purchase goods or a service only if the RPC complies with the same provisions for purchasing goods or a service that are equivalent to the provisions applying to a local government, including Local Government Code Chapter 252, Purchasing and Contracting Authority of Municipalities.
- 5.2 The RPC shall include a specific, detailed statement of work, including appropriate benchmarks to evaluate compliance, in all contracts with vendors, local governments, PSAPs, and others paid from 9-1-1 funds.
- 5.3 The RPC shall implement and/or maintain a contract administration management system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 5.4 The RPC shall maintain sufficient records detailing the history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price, as outlined in the records retention requirements in UGMS.

Article 6. Allocation and Use of 9-1-1 Funds

- 6.1 In accordance with applicable law, the Commission shall allocate 9-1-1 funds appropriated to the Commission to the RPC solely for use in carrying out its Commission-approved strategic plan. Funds will be distributed to the RPC quarterly, according to current Commission payment methodology as set forth in Commission policy, unless the RPC is in substantial noncompliance with any applicable law or provision of this Contract. The RPC shall utilize the money allocated only for providing 9-1-1 service within the RPC's jurisdiction.
- 6.2 None of the 9-1-1 funds appropriated to the Commission and allocated to the RPC may be used to replace or fund a reserve for future replacement of 9-1-1 equipment.
- 6.3 The RPC shall assist the Commission in creating a comprehensive statewide 10-year equipment replacement schedule for submittal to the Legislative Budget Board no later than November 1st of each calendar year.
- 6.4 As provided by Health & Safety Code Section 771.078(d), not more than ten percent (10%) of the money received by the RPC may be used by the RPC for indirect costs. In this subsection, "indirect costs" means costs that are not directly attributable to a single action of the RPC. (Note: In administering this subsection, the Office of the Comptroller is required to use Federal Office of Management and Budget circulars A-87 and A-122 or any rules relating to the determination of indirect costs adopted under Texas Government Code Chapter 783.)
- 6.5 As provided by Health & Safety Code Section 771.078(f), upon request from the RPC, the Commission shall provide the RPC with documentation and financial records of the amount of money collected in its region or of an amount of money allocated to the RPC in accordance with Health & Safety Code Section 771.078 and this Contract.

Article 7. 9-1-1 Funds Distribution

- 7.1 Per Health and Safety Code Section 771.078(c), the Commission will make quarterly distributions due under this Contract to the RPC. The initial quarterly distribution, made in accordance with PPS 001: *Regional Program Start Up Funding* by September 30 of each fiscal year.
- 7.2 If the RPC's quarterly distribution is depleted before the end of a fiscal quarter, a financial emergency funding request may be submitted by the RPC to the Commission (see Article 8. RPC Emergency Funding).
- 7.3 Notwithstanding initial Start Up Funding, reimbursement of expenditures reported by the RPC shall be made on a fiscal quarter basis in accordance with PPS 004: *Reimbursement of Program Expenditures*.
- 7.4 Per PPS 014: *Asset Inventory Reporting* and PPS 017: *Certification of Interlocal Agreements*, the Commission will not disburse any funds under this Contract prior to the receipt of (1) annual submission of the certification of assets and report on the disposition of equipment; and (2) annual certification of interlocal agreements, respectively.
- 7.5 Any remaining 9-1-1 funds provided by the Commission to the RPC from the prior fiscal year, ending on August 31st, shall be returned to the Commission no later than October 30th of the current fiscal year.

Article 8. RPC Emergency 9-1-1 Funding

- 8.1 Notwithstanding the requirements in Article 7, the Commission may distribute, in accordance with Commission PPS 005: *Emergency Funding*, allocated 9-1-1 funds to the RPC upon demonstration that a financial emergency exists that will compromise the provision of 9-1-1 service or impact public safety.
- 8.2 The Commission shall consider a financial emergency as a situation in which the RPC requires additional funding to sustain the operation of 9-1-1 systems and their administration, as well as to meet contractual obligations as provided for in the RPC's approved strategic plan; and that, without the disbursement of the additional funds, would result in a compromise of the 9-1-1 system or impact public safety. A financial emergency would arise, and public safety compromised, if the 9-1-1 system was terminated due to non-payment of invoices.
- 8.3 Emergency 9-1-1 funds may be disbursed based upon the documented expenditures creating the need. The provision of emergency 9-1-1 funds will be used for specific operational and administrative expenses identified in the supporting documentation provided by the RPC.
- 8.4 The Commission will review the request for compliance with the current approved strategic plan and applicable law. Upon approval of the request, the Commission will disburse the necessary 9-1-1 funds, not to exceed the total allocated to the RPC in its Commission-approved strategic plan.

Article 9. Strategic Planning

- 9.1 In accordance with applicable law, the RPC shall develop a strategic plan for the establishment and operation of 9-1-1 service throughout its region. The 9-1-1 service must meet the standards established by the Commission. A strategic plan must describe how 9-1-1 service is to be administered. The RPC's Commission-approved strategic plan, as amended, is incorporated in its entirety herein by reference only.
- 9.2 The RPC must update its strategic plan at least once during each state fiscal biennium, and must include the following:
- (a) a description of how money allocated to the region is to be allocated throughout the region served by the RPC;
 - (b) projected financial operating information for the two state fiscal years following the submission of the plan;
 - (c) strategic planning information for the five state fiscal years following submission of the plan; and
 - (d) a Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the Government Code.
- 9.3 The RPC shall submit a strategic plan, or amendment to its plan, to the Commission for review and approval or disapproval, as required by Health & Safety Code Section 771.056, Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, PPS 033: *Regional Planning Commission Strategic Planning*, and PPS 008: *Plan Amendments*. The Commission, consistent with applicable law, shall consider the appropriateness of the strategic plan or amendment thereto in satisfying the standards set by the Commission, the cost and effectiveness of the strategic plan or amendment, as well as the appropriateness of the strategic plan or amendment in context with overall statewide 9-1-1 service.
- 9.4 The Commission shall notify the RPC of the approval or disapproval of the strategic plan submission, or amendment to the plan, in accordance with applicable law.
- 9.5 If the strategic plan or amendment thereto is approved, the Commission shall allocate 9-1-1 funds to the RPC in accordance with the terms of this Contract and applicable law.
- 9.6 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations is incorporated herein as Attachment A, *Recipient 9-1-1 Costs Summary*.

Article 10. Reporting Requirements

- 10.1 Per Health and Safety Code Section 771.078(c), the RPC shall submit financial and performance reports regarding 9-1-1 service and administration to the Commission. The RPC shall report information in accordance with applicable

law, Commission rules, and PPS'. The RPC shall submit the following information to the Commission, at least once per quarter of each fiscal year:

- (a) financial information regarding administrative and program expenses per PPS 004: *Reimbursement of Program Expenditures* and PPS 006: *Financial Expenditure Reporting*; and,
- (b) information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC per PPS 013: *Quarterly Performance Reporting*.

10.2 The RPC shall be responsible for collecting and reporting efficiency data on the operation of each of the PSAPs within its region. The RPC shall submit such information to the Commission at least once per quarter of each fiscal year, according to applicable law per PPS 013: *Quarterly Performance Reporting*.

Article 11. Use and Creation of Public Safety Answering Points

11.1 The RPC shall comply with the minimum standards and guidelines established by Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, for the use of PSAPs and the creation of PSAPs per PPS 026: *Adding a Public Safety Answering Point*.

Article 12. Dispute Resolution

12.1 The dispute resolution process provided for in Government Code Chapter 2260, Subsection F, shall be used by the Commission and the RPC to attempt to resolve disputes arising under this Contract. Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the RPC's proposed or approved strategic plan, or this Contract.

12.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 12, until they have exhausted the procedures set out in this Article 12.

12.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The parties agree to appoint their representatives and hold the first negotiating meeting within 15 calendar days of receipt of the request. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

12.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to mediation by an administrative law judge employed by the State Office of Administrative Hearings (SOAH) per Government Code Chapter 2009.

12.5 Within 45 calendar days after the effective date of this Contract, the Commission agrees to contract with SOAH to mediate any future disputes between the parties

described in Article 12.1. Each party agrees to pay one-half the total fee and expenses SOAH charges for conducting a mediation, and the Commission agrees that the RPC's share of the total is an allowable cost reimbursable to the RPC under this Contract.

- 12.6 The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 12.7 If the parties are unable to settle their dispute by mediation, either party may request a contested case hearing under Texas Government Code Section 2260.102.
- 12.8 Nothing in this Article 12 shall be considered as a waiver of sovereign immunity.

Article 13. Miscellaneous Provisions

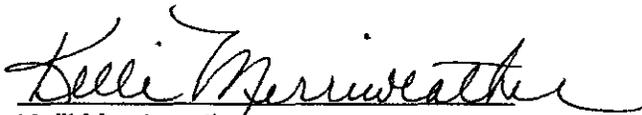
- 13.1 The RPC shall work with the Commission and local governments to develop, maintain and regularly monitor the operation and the provision of 9-1-1 service and to develop and implement risk assessment processes in accordance with PPS 013: *Quarterly Performance Reporting*; and PPS 031: *Local Monitoring*.
- 13.2 When the RPC becomes aware of the need for additional training or expertise relating to the planning, development, implementation or operation of 9-1-1 service, by the RPC or the local governments in their areas, the RPC shall notify the Commission promptly so that all parties may address the need in a timely manner.
- 13.3 Unless otherwise directed by the Commission, the RPC shall arrange for the performance of an annual financial and compliance audit of its financial statements and internal control environment according to the requirements of UGMS and the Texas Single Audit Circular, as established by the Office of the Comptroller (Title 34, Part 1, Chapter 20, Subchapter I, Rule 20.432) pursuant to Government Code Chapter 783. The RPC shall be liable to the Commission for any costs disallowed as a result of the audit of its financial statements and internal control environment.
- 13.4 The RPC recognizes the right of the State Auditor's Office to review and/or audit the RPC's documentation and accounts relevant to the state-funded 9-1-1 program as authorized by applicable law. Such an audit or review is considered separate and apart from audits required by UGMS.
- 13.5 The RPC shall provide, at a minimum, the Commission with all reports and/or information as required by applicable law.
- 13.6 In the event of any conflict between any provision in this Contract and an adopted Commission rule or policy, present or future, the Commission rule or policy shall take precedence.
- 13.7 This Contract sets forth all of the representations, promises, agreements, conditions, and understandings between the RPC and the Commission relating to the subject matter of the Contract, and supersedes any prior or contemporaneous

representations, promises, agreements, conditions, or understandings, whether oral or written, in any way relating to the subject matter hereof.

13.8 Any alterations, additions, or deletions to the terms of this Contract, except as provided via an approved amendment to the RPC's strategic plan, shall be made by amendment hereto in writing and executed by both parties to this Contract.

13.9 This Contract takes effect on September 1, 2013, and shall terminate on August 31, 2015.

AGREED TO:



Kelli Merriweather
Executive Director

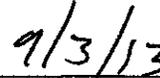
Texas Commission on State Emergency Communications
333 Guadalupe, Suite 2-212
Austin, Texas 78701-3942



Date



Mike Eastland
Executive Director
North Central Texas Council of Governments
P.O. Box 5888
Arlington, Texas 76005-5888



Date

Attachment B
Manual ALI Agreement

North Central Texas Council of Governments

Regional 9-1-1 Program

Manual ALI Request Form

PSAP Name: Seagoville Police Department

Date: _____

This letter is to request that the "manual ALI Query" feature be enabled at Seagoville Police Department.

The 9-1-1 customer premises equipment (CPE) provided by NCTCOG has been configured to allow manual queries, and is compatible with the manual ALI query protocol of NCTCOG and the database provider. MANUAL ALI QUERY SERVICES WILL ONLY BE USED IN THE HANDLING OF EMERGENCY CALLS. All manual ALI queries must also be documented using the reason feature.

This PSAP and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this feature may be provided.

The NCTCOG operations staff has access to a statistical report of Manual ALI Query per PSAP. Misuse of the proprietary ALI information may be cause for the termination of this feature for the PSAP.

Please mail, fax, or email this form back no later than September 15, 2015 to:

North Central Texas Council of Governments

9-1-1 Program

PO Box 5888

Arlington, Texas 76005-5888

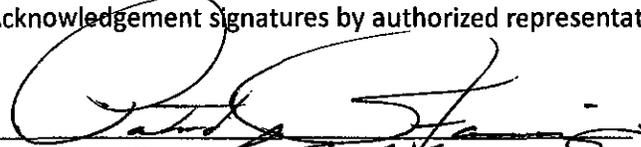
~or~

Fax: 817-640-7492

~or~

Email: mmartin@nctcog.org Subject: Interlocal Agreement-Manual ALI Agreement

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:



Chief / Sheriff

7-13-2015
Date 7-15-2015



Communications Supervisor / Manager

7-15-15
Date

Attachment C
NCTCOG Equipment Room Site Requirements

NCTCOG

9-1-1 EQUIPMENT ROOM AND ELECTRICAL REQUIREMENTS SUMMARY

Fire Protection:

- Dry pipe high temperature type systems are recommended if sprinkler heads are to be located in the 9-1-1 equipment room.
- If possible, non-combustible material should be used for the room construction.

Security Precautions:

- You may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push button access code or card readers are not recommended unless you provide a battery backup system.

Temperature and Humidity control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 59 to 86 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the back room equipment.
- For estimates on BTU output of the equipment, please consult with onsite installation personnel.

Static Electricity:

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor should not be carpeted.
- The room floor should be sealed, (preferably tiled), but not waxed.

Lighting:

- Lighting must not be powered from the switch room service panel.

- Lighting should provide 50 to 75 foot-candles measured 30" above the equipment room floor.

Grounding:

- A single point, isolated ground is required unless superseded by local code. The source should be XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous, with no splices or junctions.
- Conductors must be no load, non-current carrying.

Electrical:

- Electrical service panel should be located in the equipment room.
- Voltage required is 208/120 V three phase; four wire "wye" service or 240/120 single phase 4 wire "delta" service.
- A dedicated transformer is preferred however a shared transformer or distribution is acceptable.
- IGL6-15, 20 or 30 receptacles are required and the ground must terminate on the IG buss.
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.

Attachment D
Text to 9-1-1 Service Agreement (If Applicable)

North Central Texas Council of Governments

Regional 9-1-1 Program

Text to 9-1-1 Service Agreement

PSAP Name: Seagoville Police Department

Date: _____

The 9-1-1 customer premises equipment (CPE) provided by NCTCOG has been configured to allow Text to 9-1-1 service. The PSAP is required to conduct at least ten (10) test requests for help via text per month. These tests shall be recorded on the monthly reporting form provided by NCTCOG and are due to NCTCOG by the 5th day of each month.

NCTCOG shall provide training, best practice and implementation of this service. NCTCOG shall also assist testing and public education when requested.

The PSAP has been advised that this is an interim solution with limitations and feature will evolve as the service does.

This PSAP and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this service provided.

Please mail, fax, or email this form back no later than September 15, 2015 to:

North Central Texas Council of Governments

9-1-1 Program

PO Box 5888

Arlington, Texas 76005-5888

~or~

Fax: 817-640-7492

~or~

Email: mmartin@nctcog.org Subject: Text to 9-1-1 Agreement

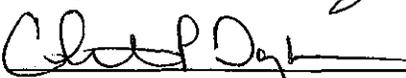
Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:



Chief / Sheriff

7/17/15

Date



Communications Supervisor / Manager

7-17-15

Date

Agenda Item 3C

Approval of a Resolution authorizing the Interim City Manager to execute the Project Specific Agreement regarding roadway striping on Malloy Bridge Road, Kaufman Street and Seagoville Road made pursuant to Master Road and Bridge Interlocal Maintenance Agreement between Dallas County, Texas and City of Seagoville, Texas in an amount of Two Thousand Two Hundred Twenty-One Dollars (\$2,221.00); and providing an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville entered into an interlocal agreement with Dallas County on or about May 28, 2013 that allows the city to partner with the County's Road and Bridge Division to perform maintenance functions on City streets. Each project needs a formal Project Specific Agreement that requires City Council and Commissioner's Court approval.

Dallas County has prepared Project Specific Agreement that would provide for the street striping on three "Type B" city streets including:

Malloy Bridge Road	Between Cypress and Crestview
Kaufman Street	Between Malloy Bridge Road to Highway 175
Seagoville Road	Between Highway 175 and City Limit

The County participates on a 50%-50% basis with the City on "Type B" streets.

Per the agreement, the City's share of the project cost is \$2,221.00. The total cost of the project is \$4,442.00.

City Council approval of this request is recommended.

FINANCIAL IMPACT:

\$2,221.00 is available for this project in the Street Department budget.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 31-R-15

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE PROJECT SPECIFIC AGREEMENT REGARDING ROADWAY STRIPING ON MALLOY BRIDGE ROAD, KAUFMAN STREET AND SEAGOVILLE ROAD MADE PURSUANT TO MASTER ROAD AND BRIDGE INTERLOCAL MAINTENANCE AGREEMENT BETWEEN DALLAS COUNTY, TEXAS AND CITY OF SEAGOVILLE, TEXAS IN AN AMOUNT OF TWO THOUSAND TWO HUNDRED TWENTY-ONE DOLLARS (\$2,221.00); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about May 28, 2013, the City Council for the City of Seagoville, Texas entered into an Interlocal Agreement where Dallas County agreed to provide partial funding for qualified Type “B” road and bridge maintenance projects; and

WHEREAS, the Project Specific Agreement, supplemental to the Master Interlocal Agreement for the purpose of roadway striping for Type “B” roadway; and

WHEREAS, the City Council has reviewed the Agreement and finds it to be in the best interest of the citizens of Seagoville;

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

SECTION 1. The Interim City Manager is hereby authorized, on behalf of the City of Seagoville, Texas to sign a Project Specific Agreement for roadway striping for Type “B” roadway, a copy of which is attached hereto and incorporated herein as Exhibit “A”.

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 3rd day of August, 2015.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**PROJECT SPECIFIC AGREEMENT RE: ROADWAY STRIPING FOR
TYPE "B" ROADWAY-- MADE PURSUANT TO DALLAS COUNTY'S
MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE
AGREEMENT WITHIN JURISDICTIONAL LIMITS OF THE CITY OF
SEAGOVILLE, TEXAS**

This Project Specific Agreement, (hereinafter "PSA"), supplemental to the Master Interlocal Agreement is made by and between Dallas County, Texas (hereinafter "County") and the City of Seagoville, Texas (hereinafter "City"), acting by and through their duly authorized representatives and officials, for the purpose of collaborating on road and bridge maintenance projects, repairs and improvements to be undertaken within the territorial limits and jurisdiction of the City of Seagoville, Texas ("Project").

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

WHEREAS, on or about May 28, 2013, County and City entered into a Master Interlocal Agreement ("Agreement"), whereby County agreed to provide road and bridge maintenance and repair on Type "B" roadways, situated within the territorial limits and jurisdiction of City; and

WHEREAS, City now desires County to perform such maintenance and repairs, consisting of striping public roadway situated in the City of Seagoville, Texas, as more fully described on Attachment "A".

NOW THEREFORE THIS PSA is made by and entered into by County and City, for the mutual consideration stated herein.

Witnesseth

Article I

Project Specific Agreement

This PSA is specifically intended to identify a Project authorized under the Master Agreement ("Agreement"), changes in the rights and responsibilities of each of the parties as set forth in the Agreement and additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporates each term and condition thereof as if fully set forth herein. All terms of the Agreements remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II

Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number,

the following items:

1. Master Agreement authorized by County Commissioners Court Order 2013-0947 dated May 28, 2013, and additions thereto as incorporated herein.
3. The Construction Estimate (See Attachment A).

Article III

Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

Article IV

Project Description

This PSA is entered into by the parties for repair, maintenance and improvements conducted on Type "B" public roadway within the City of Seagoville, Texas. The Project shall consist of striping on various streets in the City of Seagoville, Texas, (hereinafter "Project"), and as more fully described in Attachment "A". The Project is authorized by the aforementioned Master Agreement, with the parties' obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County.

Article V

Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI
Agreements

I. **City's Responsibilities:**

1. City, at its own expense, shall be responsible for the following: (a) posting appropriate and required notices to inform the public of the proposed maintenance or construction activity, (b) acquiring any right-of-way necessary to complete the Project under consideration, (c) locating all manholes, water valves, and other utilities within the Project, (d) making all utility relocations or adjustments necessary for the Project, (e) remediation of any hazardous or regulated materials, or other environmental hazard on or near the Project site, and (f) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the Project to be completed in a timely and safe manner.
2. City shall be responsible for maintaining the Project site once the project is completed.

III. **County Responsibilities:**

1. County Road & Bridge personnel shall be responsible for performing all transportation-related maintenance services contemplated hereunder, specifically, roadway striping activity, as more fully set forth in Attachment "A", in a good and workmanlike manner.

IV. **Funding:**

County and City mutually agree that City shall be responsible to pay a total of \$2,221.00 for its portion of the Type "B" roadwork. County shall contribute \$2,221.00 of the Type "B" costs, in-kind, in the form of labor and equipment. In no event shall County's in-kind contribution exceed Fifty Percent (50%) of the initial and anticipated Project cost for Type "B" roadwork. The total estimated Project cost for Type "B" roadwork is \$4,442.00. City shall only be liable and responsible for the amounts set forth in this PSA, and any properly executed amendments and/or supplements hereto, and

1. Should unforeseen and unforeseeable circumstances arise which adversely and materially impact the costs and expenses necessary to complete the Project as contemplated, County and City shall renegotiate the terms hereof, taking into proper account then-current conditions and estimated total costs to complete the Project.
2. Immediately upon commencement of the Project by County, City shall segregate, set aside and place into an escrow account \$2,221.00, representing the full amount to be paid to County either through monthly invoicing or upon completion of the Project.

Article VII
Miscellaneous:

- I. **Indemnification.** County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
- II. **No Third Party Beneficiaries.** The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- III. **Applicable Law.** This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.
- IV. **Notice.** All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:

Director of Public Works
Dallas County
411 Elm Street, Suite 400
Dallas, Texas 75202

and

Commissioner John Wiley Price
Road & Bridge District #3
411 Elm Street, Second Floor
Dallas, Texas 75202

CITY:

Steve Miller
Public Works Director
City of Seagoville
702 N. Highway 175
Seagoville, Texas 75159

- V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.
- XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council of the City of Seagoville.

The City of Seagoville, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ dated the 3rd day of August, 2015.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2015.

Executed this the _____ day of _____, 2015.

Executed this the _____ day of _____, 2015.

CITY OF SEAGOVILLE:

COUNTY OF DALLAS:

INTERIM CITY MANAGER

CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:

CITY SECRETARY

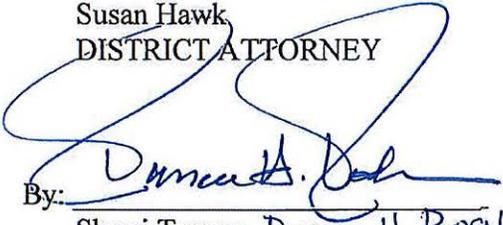
APPROVED AS TO FORM:

CITY OF SEAGOVILLE:

City Attorney

DALLAS COUNTY:

Susan Hawk
DISTRICT ATTORNEY

By: 

~~Sherri Turner~~ Russell H. Roden
Assistant District Attorney

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

2015 TYPE B PAVEMENT MARKING

Date:	July 14, 2015	Roadway:	Malloy Bridge	Cypress to Crestview
Requested By:	Steve Miller		Kaufman Rd	Malloy Bridge to I-175
City:	Seagoville		Seagoville Rd	I-175 to City Limit
City Share:	50%			
Court Order / IJ:				
MAPSCO:	Varies			
		TYPE:		B
		Roadway Length:		Varies
		Pre-Marking Length:		Varies
		One-way travel time to Project:		

MARKING LENGTH (Miles)

	BROKEN YELLOW	SOLID YELLOW	BROKEN WHITE	SOLID WHITE
ESTIMATE:	1.2	3.2	2.6	2.0
Actual:	0.0	0.0	0.0	0.0

MATERIALS:	EST. QUANT.	Actual QUANT.	UNIT PRICE	EST. COST	ACTUAL COST
Yellow Paint C	48.00	0.00	\$10.37	\$498.00	\$0.00
White Paint C	27.00	0.00	\$9.91	\$268.00	\$0.00
Beads LBS	600.00	0.00	\$0.34	\$204.00	\$0.00
Other Cans	0.00	0.00	0.00	\$0.00	\$0.00
TOTAL MATERIALS:				\$970.00	\$0.00

LABOR

Direct Labor:

Hour	Estimate Hours	Actual Hours	Hourly Rate (FR)	Estimate Cost	ACTUAL Cost
Pre-Marking	0.00	0.00	\$72.00	\$0.00	\$0.00
Crew persons	30.00	0.00	\$72.00	\$2,160.00	\$0.00
Administrative	3.00	0.00	\$147.05	\$441.00	\$0.00

Note: (FR) - with Fringes

Subtotal Direct Labor \$2,601.00 \$0.00

Indirect Labor:

% of Actual Salaries:

Indirect Costs \$561.00 \$0.00

Value calculated by Office of Budget and Evaluation

TOTAL LABOR: **\$3,162.00 \$0.00**

EQUIPMENT:

HRS	Estimate Hours	Actual Hours	Hourly Rate	Cost Estimate	Cost ACTUAL
Survey Truck	0.00	0.00	\$15.00	\$0.00	\$0.00
Striper	10.00	0.00	\$26.00	\$260.00	\$0.00
Pickup	10.00	0.00	\$5.00	\$50.00	\$0.00

TOTAL EQUIPMENT: **\$310.00 \$0.00**

TOTAL COST: **\$4,442.00 \$0.00**

	% of Cost		
COST TO CITY	50%	\$2,221.00	\$0.00
COUNTY COST	50%	\$2,221.00	\$0.00

I hereby certify that all Work depicted herein is complete effective the date stated above.

Stanley Brewer
TRANSP FIELD SUPERVISOR

Agenda Item 4

Receive Storm Water Permit update presentation from Jayson Melcher with Halff Associates, Inc.

BACKGROUND OF ISSUE:

The City is required to participate through the Texas Commission on Environmental Quality (TCEQ) with their Storm Water Permit Program. The City has set various goals (Control Measures) over a five (5) year permit period to improve storm water quality in the City. Some of the major Control Measures are:

Public Education, Outreach and Involvement
Illicit Discharge Detection and Elimination
Construction Site Storm Water Runoff Control
Post-Construction Storm Water Management
Pollution Prevention

The city has retained a consultant, Halff Associates, Inc., to assist us with ensuring compliance with our storm water permit and filing annual reports to the TCEQ. One requirement of our permit is to give a report to the City Council each year. Jayson Melcher of Halff Associates, Inc. will present that report.

FINANCIAL IMPACT:

N/A

TCEQ MS4 Phase II Permit Update

**Seagoville City Council
Meeting**

August 3, 2015



What is a MS4?

Municipal Separate Storm Sewer Systems

A storm water conveyance system:

- Including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains
- Owned or operated by a state, city, town, borough, county, parish, district, association, or other public body.
- Not combined with sanitary sewer.



Originating Regulation

- 1948 – Federal Water Pollution Control Act
- 1972 – Amended and became know as “Clean Water Act”
 - Key Amendments:
 1. Regulated pollutants discharged into Waters of U.S.
 2. Established wastewater standards
 3. Required a permit to discharge pollutants into navigable waters
 4. Funded construction of wastewater treatment plants

MS4 Permits

Medium and Large MS4 (Phase I)

- First published in November 1990
- Population larger than 100,000 based on the 1990 census
- Requires Individual Permits

Small MS4 (Phase II)

- Original Permit Issued August 2007
- MS4 within or partly located within the Urbanized Area (UA), as determined by the census.
- A General Permit



Stormwater Management Timeline in Seagoville

- August 2007: Original Permit Issued
- January 2008: Submitted first SWMP to TCEQ
- August 2013: First Permit Expired
- December 2013: Permit renewed
- June 2014: Submitted updated SWMP to TCEQ
- September 2014: Provided Council Update on new permit requirements and SWMP features
- October 1, 2014: Start of SWMP Reporting Year #1



Small MS4 Permit – Basic Requirements

- Reduce non-point source pollution in stormwater runoff through implementation of Best Management Practices (BMP)
- Develop a 5-year Stormwater Management Plan (SWMP) with annual schedules of BMPs
 - Quantifiable goals
- Report Annually on Status



Significant Changes in Revised Permit

- More Detailed and Specific Requirements
 - Requires ordinance reviews to insure legal authority to implement and enforce programs exists.
 - BMP Keywords:
 - Develop, implement, and enforce
 - Written procedures, standard operating procedures (SOP), inspection forms
 - Document and report enforcement actions
- Impacts to Seagoville
 - More complex SWMP implementation
 - Higher chance for more detailed TCEQ review/audit
 - More staff time
 - More expenses to implement SWMP – to be paid via the stormwater utility fee.



Minimum Control Measures (MCMs)

1. Public Education, Outreach and Involvement
2. Illicit Discharge Detection and Elimination (IDDE)
3. Construction Site Stormwater Runoff Control
4. Post-Construction Stormwater Management in New Development and Redevelopment
5. Pollution Prevention and Good Housekeeping for Municipal Operations



Seagoville BMPs This Year

MCM #1 - Public Education, Outreach and Involvement

- Update Council
- Display SWMP on web-site
- Use Social Media to provide stormwater information
- Disseminate stormwater educational material through other means
- Apply “No Dumping” labels on storm drain inlets
- Adopt-a-Spot program
- Keep Seagoville Beautiful Trash Off and Clean Up



Seagoville BMPs This Year

MCM #2 - Illicit Discharge Detection and Elimination

- Improve the City's Stormwater Outfall Map
- Improve ease of citizen input on web-site to facilitate illicit discharge reporting
- Participation in County HHW collection center



Seagoville BMPs This Year

MCM #3 - Construction Site Stormwater Runoff Control

- Review and, if needed, revise City ordinance provisions related to construction site erosion control
- Develop a construction site inventory
 - 1st step to formalize a Standard Operating Procedure (SOP) for inspecting construction sites
- Improve ease of citizen input on web-site to facilitate reporting of construction site runoff problems



Seagoville BMPs This Year

MCM #4 - Post-Construction Stormwater Management in New Development and Redevelopment

- Review and, if needed, revise City ordinance provisions related to the requirement of structural and non-structural BMPs to protect water quality (i.e. detention basins)



Seagoville BMPs This Year

MCM #5 - Pollution Prevention and Good Housekeeping for Municipal Operations

- Develop inventory of municipal facilities
- Develop a list of City activities that have the potential to pollute stormwater runoff
- Develop a list of contractors that perform maintenance activities for the City that have the potential to pollute stormwater runoff
- Document that solid waste collection and disposal is performed lawfully
- Train appropriate employees how to identify stormwater controls



Seagoville BMPs This Year

Miscellaneous

- Review and, if needed, revise City ordinance provisions related to the City's legal authority to control pollutant discharges
- Track ongoing expenses and budget adequately to implement SWMP requirements
- Develop or formalize a Standard Operating Procedure (SOP) to respond to violations



Status and Schedule

- Quarterly meetings to track progress throughout year
- This year's BMPs will be wrapping up over the next two months
- September 30, 2015: End of Plan Year
- Annual Report due to TCEQ by December 2015
- Year 2 SWMP plan implementation will begin October 1



QUESTIONS?



Agenda Item 5

Conduct interviews with Board and Commission applicants.

BACKGROUND OF ISSUE:

At this time, brief interviews may be conducted with each applicant individually.

Nancy Ashley expressed a desire to be considered for Board of Adjustment.

Jodi Gunnels expressed a desire to be considered for the Park and Recreation Advisory Board.

Connie Hill previously served on the Park and Recreation Advisory Board. Her term expired this year. She stated she did not receive any prior notification regarding her term expiring and has contacted staff and expressed a desire to be reappointed.

Carl Polnac expressed a desire to serve. He has ranked the various boards as to his preference.

FINANCIAL IMPACT:

N/A

RECEIVED BY
CITY OF SEAGOVILLE

JUL 27 2015

CITY OF SEAGOVILLE BOARDS AND COMMISSIONS

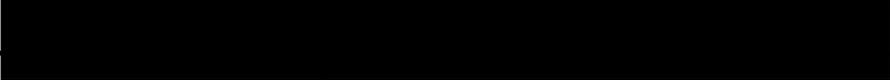
CITY SECRETARY'S OFFICE

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION. Please complete and return to City Secretary, 702 N. Highway 175, Seagoville, Texas 75159, place in the night drop box located in the rear of City Hall, or fax to (972) 287-3891. For more information, contact City Secretary at (972) 287-6819.

Please note preference of Board or Commission by numbering your choice(s):

- | | | | |
|---|---|------------------------------------|-------|
| Planning & Zoning Commission* | _____ | Library Advisory Board* | _____ |
| Board of Adjustments* (<i>alternate</i>) | <input checked="" type="checkbox"/> _____ | Animal Shelter Advisory Committee* | _____ |
| Seagoville Economic Development Corporation | _____ | Keep Seagoville Beautiful Board | _____ |
| Park & Recreation Advisory Board* | _____ | Charter Review Committee | _____ |
| EMS Advisory Board* | _____ | Other: _____ | _____ |

**Must be a registered voter in the City of Seagoville.*

Name	Home Address & Zip Code	Home Phone
<i>Nancy Ashley</i>	<i>1702 Parkhaven 75159</i>	<i>N/A</i>
Occupation	Alternate Phone	
<i>Retired (In Scottish Rite Hospital)</i>		
Email address:		

Have you received a copy of the City of Seagoville Code of Ethics? Yes or No

Are you willing to abide by the Code of Ethics policy? Yes or No

Registered Voter? Yes No

Resident in City for 53 years

Special knowledge or experience

no

Other information (civic activities, etc.)

Have you previously interviewed for a Boards and Commissions appointment? If yes, when and what Board or Commission.

no

Nancy L. Ashley
Signature

Date Submitted

CITY OF SEAGOVILLE BOARDS AND COMMISSIONS

RECEIVED BY
CITY OF SEAGOVILLE

JUL 29 2015

CITY SECRETARY'S OFFICE

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION. Please complete and return to City Secretary, 702 N. Highway 175, Seagoville, Texas 75159, place in the night drop box located in the rear of City Hall, or fax to (972) 287-3891. For more information, contact City Secretary at (972) 287-6819.

Please note preference of Board or Commission by numbering your choice(s):

Planning & Zoning Commission* _____	Library Advisory Board* _____
Board of Adjustments* _____	Animal Shelter Advisory Committee* _____
Seagoville Economic Development Corporation _____	Keep Seagoville Beautiful Board _____
Park & Recreation Advisory Board* <u>X</u> _____	Charter Review Committee _____
EMS Advisory Board* _____	Other: _____

**Must be a registered voter in the City of Seagoville.*

Name	Home Address & Zip Code	Home Phone
Jodi Gunnels	1616 Emily Lane Seagoville, TX 75159	[REDACTED]
Occupation	Alternate Phone	
Stay-at-home mom		
Email address:		
[REDACTED]		

Have you received a copy of the City of Seagoville Code of Ethics? Yes or No

Are you willing to abide by the Code of Ethics policy? Yes or No

Registered Voter? Yes or No Resident in City for 47 years

Special knowledge or experience

Other information (civic activities, etc.)

I am a lifetime resident of the city of Seagoville & would like to do my part in improving the community. I am currently on the P.T.S.A. Board at Seagoville High School.

Have you previously interviewed for a Boards and Commissions appointment? If yes, when and what Board or Commission.

no; N/A

Jodi Gunnels
Signature

7-21-15
Date Submitted

CITY OF SEAGOVILLE
BOARDS AND COMMISSIONS

RECEIVED BY
CITY OF SEAGOVILLE

JUL 28 2015

CITY SECRETARY'S OFFICE
APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION. Please complete and return to City Secretary, 702 N. Highway 175, Seagoville, Texas 75159, place in the night drop box located in the rear of City Hall, or fax to (972) 287-3891. For more information, contact City Secretary at (972) 287-6819.

Please note preference of Board or Commission by numbering your choice(s):

- | | | | |
|---|-------------------------------------|------------------------------------|-------|
| Planning & Zoning Commission* | _____ | Library Advisory Board* | _____ |
| Board of Adjustments* | _____ | Animal Shelter Advisory Committee* | _____ |
| Seagoville Economic Development Corporation | _____ | Keep Seagoville Beautiful Board | _____ |
| Park & Recreation Advisory Board* | <input checked="" type="checkbox"/> | Charter Review Committee | _____ |
| EMS Advisory Board* | _____ | Other: _____ | _____ |

*Must be a registered voter in the City of Seagoville.

Name: Connie Nee Home Address & Zip Code: 514 Judy Ln 75159 Home Phone: [REDACTED]
Occupation: Property Manager Alternate Phone: _____
Email address: _____

Have you received a copy of the City of Seagoville Code of Ethics? Yes or No

Are you willing to abide by the Code of Ethics policy? Yes or No

Registered Voter? Yes or No Resident in City for 6 years

Special knowledge or experience

Was on Park Board 2014

Other information (civic activities, etc.)

Have you previously interviewed for a Boards and Commissions appointment? If yes, when and what Board or Commission.

yes - 2014

Connie Nee
Signature

7/28/15
Date Submitted

RECEIVED
JUL 30 2015

CITY OF SEAGOVILLE BOARDS AND COMMISSIONS

BY: Stovall

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION. Please complete and return to City Secretary, 702 N. Highway 175, Seagoville, Texas 75159, place in the night drop box located in the rear of City Hall, or fax to (972) 287-3891. For more information, contact City Secretary at (972) 287-6819.

Please note preference of Board or Commission by numbering your choice(s):

- | | | | |
|---|----------|------------------------------------|----------|
| Planning & Zoning Commission* | <u>1</u> | Library Advisory Board* | <u>7</u> |
| Board of Adjustments* | <u>5</u> | Animal Shelter Advisory Committee* | <u>3</u> |
| Seagoville Economic Development Corporation | <u>2</u> | Keep Seagoville Beautiful Board | <u>8</u> |
| Park & Recreation Advisory Board* | <u>6</u> | Charter Review Committee | <u>4</u> |
| EMS Advisory Board* | <u>4</u> | Other: _____ | _____ |

*Must be a registered voter in the City of Seagoville.

Name	Home Address & Zip Code	Home Phone
CARL K. POLONAC	1300 ALTO P.O. BOX 804, 75159	NONE
Occupation	Alternate Phone	CELL
RETIRED * PART COURIER HOME BANK	[REDACTED]	
Email address:	[REDACTED]	

Have you received a copy of the City of Seagoville Code of Ethics? Yes or No

Are you willing to abide by the Code of Ethics policy? Yes or No

Registered Voter? Yes or No Resident in City for 30 years

Special knowledge or experience
EDC 5 YRS | CITY COUNCIL 6 YRS
PARK & REC 4 YRS

Other information (civic activities, etc.)
MESQUITE PARK 2 REC 2 YRS.

Have you previously interviewed for a Boards and Commissions appointment? If yes, when and what Board or Commission.

EDC
PARKS

Carl K. Polonac
Signature

7-30-15
Date Submitted

Agenda Item 6

Discuss and consider appointments to the Board of Adjustment, Park and Recreation Advisory Board, Planning and Zoning Commission and Keep Seagoville Beautiful.

BACKGROUND OF ISSUE:

This item will provide an opportunity for the City Council to make formal appointments. The appointment will become effective immediately following passage.

The following positions are currently vacant:

Planning & Zoning Commission , Place 7 expiring June 2017.

Board of Adjustment, Alt. #2 expiring June 2016.

Park and Recreation Advisory Board, Place 4 expiring June 2016.

Park and Recreation Advisory Board, Place 7 expiring June 2017.

Keep Seagoville Beautiful, Place 2 expiring June 2017.

FINANCIAL IMPACT:

N/A

Agenda Item 7

Discuss and consider a Resolution accepting the Certified Tax Roll from Dallas and Kaufman County Appraisal Districts.

BACKGROUND OF ISSUE:

Dallas County Appraisal District has provided a certified appraisal roll of \$491,795,935. Kaufman County has provided a certified appraisal roll of \$2,825,985. These appraisal rolls are utilized as a basis for computing property tax revenue for the upcoming budget year.

FINANCIAL IMPACT:

N/A

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 32-R-15

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS,
ACCEPTING THE CERTIFIED TAX ROLL OF DALLAS AND
KAUFMAN COUNTY APPRAISAL DISTRICTS.**

WHEREAS, the City has received the certified appraisal roll from Dallas County Appraisal District in the amount of \$491,795,935; and

WHEREAS, the City has received the certified appraisal roll from Kaufman County Appraisal District in the amount of \$2,825,985; and

WHEREAS, this information is essential to the calculation of the City's property tax rates for the 2016 budget year;

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

SECTION 1. The City accepts the certified appraisal rolls as calculated by the Dallas County Appraisal District and the Kaufman County Appraisal District.

SECTION 2. All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

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

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 3rd day of August, 2015.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

Agenda Item 8

Discuss and consider approval a Resolution accepting the proposed property tax rate for fiscal year 2015-2016; accepting the calculation of the effective tax rate; and providing for the publication as provided by the Texas Property Tax Code.

BACKGROUND OF ISSUE:

The City of Seagoville's **current** tax rate was adopted in 2014 at \$0.713800 per hundred dollar taxable valuation. The **currently** proposed tax rate is \$0.713800. The proposed tax rate is inclusive of Operations and Maintenance tax of \$0.675800 and a Debt Service rate of \$0.038000.

For FY 2016, the City of Seagoville proposes the tax rate of \$0.713800. This exceeds the 2015 effective tax rate of \$0.681946 but is less than the 2015 rollback tax rate of \$.767174 as calculated by John R. Ames, Dallas County Tax Assessor-Collector.

The rates will be published in the *Suburbia News* as required by State Law. Under Section 26.05(d) of the Property Tax Code of the State of Texas, since the City of Seagoville is proposing a tax increase, defined as an increase over the lowest of the *effective or rollback rate*, the City must have two public hearings. The public hearings are scheduled for August 17, 2015 and September 1, 2015. The tax rate is scheduled for adoption on September 14, 2015.

Please note the vote for this resolution requires a roll call as to how each councilmember cast his/her vote.

FINANCIAL IMPACT:

The proposed tax rate is estimated to generate \$3,218,702 for the General Fund and is budgeted in revenue source 9010. The proposed property tax rate is estimated to generate \$187,956 for the Debt Service Fund and is budgeted in revenue source 9010.

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO. 33-R-15**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ACCEPTING THE PROPOSED PROPERTY TAX RATE FOR FISCAL YEAR 2015-2016; ACCEPTING THE CALCULATION OF THE EFFECTIVE TAX RATE; AND PROVIDING FOR THE PUBLICATION AS PROVIDED BY THE TEXAS PROPERTY TAX CODE.

WHEREAS, the City of Seagoville has received the calculated effective tax rate as presented by the Dallas County Tax Assessor/Collector's Office; and

WHEREAS, the Texas Property Tax Code Chapter 26, as heretofore amended, provides the specific procedures in which to consider the proposed tax rate;

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

SECTION 1. The City Council of the City of Seagoville, Texas, does hereby propose the rate of \$0.713800 per \$100 valuation as the proposed property tax rate for fiscal year 2015-2016.

SECTION 2. The City Council of the City of Seagoville, Texas, met in a public meeting on August 3, 2015, and accepted this resolution with a majority vote as follows.

Per the Charter, Section 3.05, Mayor Dennis K. Childress is not entitled to vote as a member City Council on all legislative or any other matter except in order to break a tie vote of the City Council.

Mayor Pro Tem Tommy Lemond	AYE	NAY	ABSTAIN	ABSENT
Councilmember Jose Hernandez	AYE	NAY	ABSTAIN	ABSENT
Councilmember Rick Howard	AYE	NAY	ABSTAIN	ABSENT
Councilmember Mike Fruin	AYE	NAY	ABSTAIN	ABSENT
Councilmember Jon Epps	AYE	NAY	ABSTAIN	ABSENT

SECTION 3. The content and vote taken on this resolution shall be published in the official newspaper of the City as provided by the Texas Property Tax Code.

DULY PASSED AND APPROVED by the City Council of the City of Seagoville, Texas, on this the 3rd day of August, 2015.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Agenda Item 9

Discuss and consider calling a public hearing on August 17, 2015 and September 1, 2015 to receive citizen input on the proposed FY 2015 – 2016 budget.

BACKGROUND OF ISSUE:

This provides additional notification to the public of the public hearing dates.

FINANCIAL IMPACT:

Agenda Item 10

Discuss and consider a Resolution authorizing the Interim City Manager to execute a Communications Facilities License Agreement between the City of Seagoville and Rise/Skybeam for the housing and operating of a radio antenna at 101 N. Watson Road, Seagoville, Texas, Dallas County; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville requires increased bandwidth for Internet resources. The number of Internet based programs and services being utilized by staff continuously increases and the Internet is expanding rather than contracting. Current resources hinder staff effectively using work time while waiting for pages to load.

Our current Internet provider has established an opportunity to increase bandwidth, and the potential to generate a future revenue stream with Rise Broadband.

FINANCIAL IMPACT:

Rise Broadband is providing an additional 30 Mb of bandwidth and free Internet connections at three outlying City facilities as barter for their equipment on our water tower. In addition, as Rise Broadband grows its business in the Seagoville area Rise Broadband will adhere to a payment schedule of \$75.00 per month for every 50 subscribers added throughout the course of the agreement.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 34-R-15

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A COMMUNICATIONS FACILITIES LICENSE AGREEMENT BETWEEN THE CITY OF SEAGOVILLE AND RISE BROADBAND FOR THE HOUSING AND OPERATION OF WIRELESS DATA COMMUNICATIONS EQUIPMENT AT 101 N. WATSON STREET, SEAGOVILLE, TEXAS, DALLAS COUNTY; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS; the City desires to provide Rise Broadband with facilities for housing and operating certain communications equipment; and

WHEREAS, Rise Broadband is licensed to provide Wireless Internet Services and desires to use the of property owned by the City being part of Lot 4, Block 7 as shown on the unrecorded plat of the original town of Seagoville and being all of a tract as conveyed to the town of Seagoville by deed in volume 2626, Page 201 of the Deed Records of Dallas County, Texas, more commonly known as 101 N. Watson Street, Seagoville, Texas, Dallas County; 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.

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

SECTION 1. The Interim City Manager is hereby authorized, on behalf of the City of Seagoville, Texas, to execute a Communications Facilities License Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A", with Rise Broadband for the housing and operating of a wireless data communications equipment.

SECTION 2. All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

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

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 3rd
day of August, 2015.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

THE STATE OF TEXAS

§
§
§
§

**COMMUNICATIONS FACILITIES
LICENSE AGREEMENT**

COUNTY OF DALLAS

KNOW ALL BY THESE PRESENTS:

This non-exclusive License for Communications Facilities (“Agreement”) is made by and between the City of Seagoville, Texas, a home rule municipal corporation (hereinafter referred to as “Licensor”) and AirCanopy Internet Services, Inc. d/b/a Rise Broadband, Inc. (hereinafter referred to as “Licensee”), for the upgrade of Licensor’s wireless broadband data network to certain premises and/or Facilities, according to the following terms and conditions:

WITNESSETH:

WHEREAS, Licensee desires to provide Licensor with an upgrade of Licensor’s wireless broadband data network as provided in Exhibit “E” attached hereto and incorporated herein by reference; and

WHEREAS, Licensee is a corporation duly licensed to provide wireless broadband data network connections and desires to use certain property owned by Licensor for the installation and operation of the Facilities as defined herein; and

WHEREAS, Licensor owns the premises and Facilities described below and desires to allow Licensee to utilize designated areas of the premises and Facilities; and

WHEREAS, Licensor is the owner of a parcel of land located at the following site coordinates: Latitude: 32.638766, Longitude: -96.541259, legally described on the attached Exhibit “A” (hereinafter referred to as the “Property”); and

WHEREAS, Licensee desires to use the elevated Water Storage Tank (hereinafter referred to as the “Tower”) on said Property for the purpose of installing and maintaining the wireless data communications equipment (hereinafter referred to as the “Facilities”), more fully described in Exhibit “B” attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

1. Location

1.1 The Facilities subject to this Agreement are to be located on the real property owned by and located in the City of Seagoville, Dallas, County, Texas, and more specifically described in the Site Plan and Legal Description attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter referred to as the “Premises”). Included upon the Premises shall be Licensee’s Facilities. The license authorized under the terms of this Agreement shall be a

EXHIBIT "A"

license for the use of that portion of the Premises designated for use by Licensee on the Site Plan.

1.2 **Site Plan.** The Site Plan must be approved by Licensor prior to the execution of this Agreement, with approval or disapproval not to be unreasonably delayed or withheld. The Site Plan shall describe and illustrate the location of the Facilities under this Agreement. The Site Plan shall include a scale drawing and inventory analysis of the proposed installations, as well as an elevation of the Premises with the proposed installations. Performance under this Agreement shall be in strict compliance with the Site Plan. If Licensee's installation, maintenance and operation of the Facilities fail to comply with the approved Site Plan, at any time, as determined by Licensor, then Licensor shall have the right to terminate this Agreement upon notice to Licensee, who has an opportunity to cure as provided under Section 5 herein. Any and all proposed modifications to Licensee's Site Plan must be approved in writing by Licensor before Licensee may make any changes to its Site Plan as originally approved by Licensor. Any modifications or structural additions to Licensor water towers must have prior approval from Licensor and be included with the submitted Site Plan. Approval of such modifications is within the sole discretion of Licensor. When making its determination, Licensor may consider comments from neighboring property owners.

1.3 Licensee has inspected, examined and investigated the status of the title and condition of the Premises to the extent that Licensee has deemed necessary, and Licensee understands, acknowledges and agrees that it is entering into this Agreement to acquire a leasehold interest in the Premises "AS IS" in reliance solely upon the results of any inspection, examination and investigation of the status of title and condition of the Premises that Licensee has conducted and not as a result of any representation, warranty, assurance, guaranty or promise of Licensor or any person purporting to act on behalf of Licensor, other than those which may be expressly set forth in this Agreement.

1.4 **LICENSEE UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT NEITHER LICENSOR NOR ANY AGENT, EMPLOYEE OR OTHER PERSON ACTING ON BEHALF OF LICENSOR, HAS MADE ANY, AND LICENSOR EXPRESSLY DISCLAIMS EVERY, REPRESENTATION, WARRANTY (INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND HABITABILITY), ASSURANCE, GUARANTY OR PROMISE, EXPRESS OR IMPLIED, CONCERNING THE STATUS OF THE TITLE OR CONDITION OF THE PREMISES WHICH ARE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT AND THAT NO AGENT OR EMPLOYEE OF LICENSOR OR OTHER PERSON HAS ANY AUTHORITY TO MAKE OR DELIVER ANY REPRESENTATION, WARRANTY, ASSURANCE, GUARANTY OR PROMISE WHICH IS NOT SET FORTH IN THIS AGREEMENT.**

2. Use of Premises

2.1 **Permitted Use.** Licensor hereby grants Licensee a non-exclusive license to use the Premises for the purpose of installing, operating, and maintaining, at the sole cost of the Licensee, the Facilities during the term of this Agreement upon the terms and conditions set forth herein. Licensor agrees to allow installation of Licensee's Facilities, in accordance with the

terms of this Agreement. Licensee's use shall be non-exclusive and shall be for the purpose of the installation, operation, and maintenance of its Facilities, for the transmission, reception, and operation of radio antenna. Licensee shall obtain the written approval of Licensor prior to installation of any Facilities on the Premises, which approval shall not be unreasonably withheld, conditioned or delayed. Licensee shall not use the Premises for any other purpose whatsoever.

2.2 Prohibited Use. Licensee shall not use the Premises in any manner other than that provided for specifically herein or in any attachment, if any, to this Agreement. In the event the radio frequency or Facilities interfere or create an operational problem with Licensor's Fire, Police and SCADA systems, the permitted use shall immediately cease.

2.3 Maintenance, Repair or Replacement of Facilities. Licensee may update, maintain, repair, or replace the Facilities located upon the Premises from time to time with the prior written approval of Licensor, said approval not to be unreasonably withheld, conditioned or delayed, provided that the replacement Facilities, together with related equipment, do not require more space than the existing Facilities. Any change in the location of the Facilities on the Premises must be satisfactory to Licensor. Licensee shall submit to Licensor, a detailed proposal for any replacement Facilities and any supplemental materials for Licensor's evaluation and written approval. Licensor agrees that such approval will not be unreasonably withheld, conditioned or delayed. A current and accurate Site Plan must be submitted to Licensor by Licensee and maintained on file with Licensor for the entire term of this Agreement and all renewals thereof.

3. Term

3.1 This Agreement shall be for an initial term of twelve (12) months, commencing on the Effective Date. The Effective Date shall be the date of execution of this Agreement by authorized representatives of the Parties.

3.2 Licensee is granted the option to renew this license for five (5) additional one (1) year terms, after the initial term expires. This Agreement will automatically renew for each said renewal term as long as Licensee remains in full compliance with all other provisions of this Agreement, as provided in Exhibit "C" attached hereto and incorporated herein by reference. This Agreement may be terminated by either party upon at least thirty (30) days written notice to the other party.

4. Payments/Consideration

4.1 In consideration for Licensee's use of the Property, Licensee will provide a wireless internet link capable of providing speeds of 50 Mbps x 50 Mbps total bandwidth, with 30 Mbps x 30 Mbps of said link to be bartered to Licensor in the form of an internet connection to the Police Department (hereinafter referred to as "the Internet Connection"). This Internet Connection shall be considered payment for the use of space on the Tower for the initial term of twelve (12) months.

4.2 The payment method during the Extended Term shall be amended to follow a tiered payment schedule described as Exhibit "D" attached hereto and incorporated herein by reference (hereinafter referred to as the "Payment Schedule").

4.3 In consideration for Licensee's use of the Property, Licensee will provide three (3) Small Business Internet accounts. These internet accounts shall be installed at locations specified by the Licensor, as set here in Exhibit "E" attached hereto and incorporated herein by reference (hereinafter referred to as the "Free Internet Accounts").

4.4 **Additional Fees.** Licensor may assess, in addition to the fee set forth in Section 4.1 herein, additional payments by Licensee to cover Licensor's additional costs ("Additional Fees"), which include but are not limited to: (i) costs of utilities associated with the day-to-day operation and maintenance of the Premises; (ii) costs incurred by Licensor for providing access to the Premises outside of normal business hours; and (iii) applicable taxes, including property taxes, or business taxes levied on the Premises. In the event Additional Fees are assessed, Licensor shall notify Licensee of amounts due in Additional Fees in writing, and Licensee shall pay Additional Fees on a monthly basis, due and payable within thirty (30) days of the date of invoice from Licensor.

5. Termination

5.1 **Termination by Licensor.** Upon the occurrence of any interference with Licensor's Police, Fire and/or SCADA systems, collectively or individually, Licensor may, without penalty, at its option and without prejudice to any other remedy to which it may be entitled at law or equity, or otherwise under this Agreement, terminate use or occupancy under this Agreement immediately. In the event Licensor terminates this Agreement without cause, Licensor shall provide Licensee with a sixty (60) day written notice. Licensee shall equitably compensate Licensor in accordance with the terms of this Agreement for the use of the Premises prior to the date specified in such notice, following inspection and acceptance of same by Licensor. Licensee shall not, however, be entitled to any damages, including but not limited to, lost or anticipated profits should Licensor choose to exercise its option to terminate.

5.2 **Termination by Licensee.** This Agreement may be terminated by Licensee, without penalty or further liability, if Licensee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Facilities as now and hereafter intended by Licensee; or if Licensee determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable.

6. Licensor's Right of Entry onto Premises & Licensee's Access

6.1 Licensor and Licensor's agents, employees or contractors may enter upon the Premises for the purpose of performing repairs and maintenance work to the Premises. If maintenance work is required, Licensor agrees to provide Licensee with reasonable notice prior to commencing such work to allow Licensee to remove any and all Facilities made by Licensee. Decisions as to the extent to which Licensee will be required to remove such Facilities shall be

within the sole discretion of Licensor. If, however, in the sole discretion of Licensor, repair or maintenance requires immediate action on the part of Licensor, Licensor will take reasonable efforts to notify Licensee but may enter the Premises and take such action as is required, including but not limited to removing any and all Facilities made by Licensee. In no event shall Licensor be liable for any expenses associated with its entry and removal of Facilities or for lost or anticipated profits. In the event Licensor is required to remove or relocate any Facilities to perform repairs or maintenance and is unable to first notify Licensee, Licensor will endeavor to first power down or turn off the antennas.

6.2 Licensee shall only have the non-exclusive right to access the aforementioned Premises by contacting and providing notice to Licensor. Licensee must be accompanied by Licensor personnel at all times when accessing the Premises. If Licensor is contacted by Licensee after the normal business hours of Licensor for the purpose of accessing the aforementioned location, Licensee agrees to reimburse Licensor for the actual cost of any Licensor staff involvement necessary for this access.

6.3 Licensee's right of access is a contractual right for the benefit of Licensee only and nothing contained in this Agreement shall be construed to constitute a dedication, an easement or any estate in realty.

7. Electrical, Radio and Intermodulation Interference

7.1 Licensee shall operate its Facilities in a manner that will not cause radio frequency interference to Licensor or other licensees of the site in their use of any equipment or their conduct of any activity on the site pursuant to agreements which pre-date the installation and operation of Licensee's Facilities. Licensee's installation and operation of the Facilities shall be in compliance with all Federal Communication Commission (FCC) requirements.

7.2 Prior to installation of any Facilities on the Premises, Licensee shall conduct bandwidth testing of its Facilities and Licensor equipment to check bandwidth conflict between Licensor's monitoring control system and Licensee's system. If such conflict occurs, Licensee shall take all steps necessary to resolve the conflict to the reasonable satisfaction of Licensor. If the conflict cannot be remedied to the reasonable satisfaction of Licensor, Licensor may terminate this Agreement.

7.3 Licensee shall not cause electrical, radio or intermodulation interference to Licensor or to any other licensee who is using the Premises prior to or at the time of Licensee's installation, at any time during or after installation or operation of its Facilities. Moreover, Licensee's use will not in any way adversely affect or interfere with Licensor's signal operation or its communication system. Should such interference occur, Licensee will promptly take all steps necessary to immediately correct such interference and, if such interference cannot be immediately eliminated, Licensee shall suspend operations (transmissions) at the site, except for brief periods for testing, while the interference problems are studied and a means to eliminate the problem is determined. Any such method for correction of an interference problem must be acceptable to both Licensor and Licensee. If the interference complained of cannot be eliminated, Licensee will cease its operations, remove all its Facilities from the Premises, and this Agreement shall be terminated.

8. Hold Harmless / Liability / Indemnification

8.1 Liability for Damage/Outages. LICENSEE SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE CAUSED BY LICENSEE, ITS AGENTS AND/OR CONTRACTORS, ON OR TO THE PREMISES OR SITE, INCLUDING BUT NOT LIMITED TO CLAIMS, DAMAGES, LOSSES, AND/OR INJURY RELATING TO AN INTERRUPTION OR OUTAGE IN THE SERVICES, OPERATIONS OR UTILITIES OF ANOTHER LICENSEE, AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS LICENSOR AND ITS OFFICIALS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES, INJURY OR LIABILITY, INCLUDING ACTUAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, BROUGHT BY ANY THIRD PERSON OR ANOTHER LICENSEE WHICH MAY IN ANY WAY ARISE FROM OR OCCUR AS A RESULT OF LICENSEE'S, OR ITS EMPLOYEES', CONTRACTORS', AGENTS', ASSIGNS' OR LICENSEES' CONDUCT, INCLUDING THE NEGLIGENCE OF LICENSOR.

8.2 LICENSEE UNDERTAKES AND ASSUMES FOR ITS OFFICERS, AGENTS, EMPLOYEES, SERVANTS, AFFILIATES, CONTRACTORS AND SUBCONTRACTORS, ALL RISK OF DANGEROUS CONDITIONS, IF ANY ON OR ABOUT THE PREMISES, AND LICENSEE HEREBY AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LICENSOR, ITS OFFICERS, OFFICIALS, AGENTS, SERVANTS AND EMPLOYEES AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON LICENSOR, ITS OFFICERS, OFFICIALS, AGENTS, SERVANTS, AND EMPLOYEES FOR PERSONAL INJURY OR PROPERTY DAMAGE TO ANY PERSON ARISING OUT OF LICENSEE'S INSTALLATION, OPERATION, MAINTENANCE, CONDITION OR USE OF THE PREMISES OR LICENSEE'S FACILITIES OR LICENSEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE OR REGULATION EXCEPT WHERE CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR, ITS AGENTS, SERVANTS OR EMPLOYEES.

9. Compliance with Laws

9.1 By Licensee. Licensee, its employees, agents, designees, contractors, subcontractors, customers, invitees and licensees, shall comply in all respects and at all times with all local, state and federal laws, statutes, ordinances, regulations, rulings, requirements, conditions, orders, licenses, permits, covenants, restrictions, approvals and consents pertaining to Licensee's services, Licensee's construction, installation and operation work, Facilities and Licensee's use of the Premises. Without limiting the generality of the preceding sentence, Licensee shall fully and timely observe and comply with applicable laws, regulations, policies and requirements concerning health and/or public safety, including standard industry equipment safety regulations, and shall not use the Premises or operate the Facilities in any manner which is inconsistent therewith. Licensee shall, at Licensee's sole cost and expense, promptly apply for and use its best efforts to obtain and maintain all necessary licenses, permits, approvals and consents required or necessary for the construction and operation of the Facilities. In the event

Licensee fails to obtain any required license, permit, approval or consent to construct and operate the Facilities, through no fault of Licensee, Licensee shall have the right to terminate this Agreement.

10. Insurance

10.1 Licensee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension or renewal thereof, at Licensee's sole expense, liability insurance and workers' compensation insurance, and a certificate of insurance shall be submitted to and approved by Licensor prior to the Effective Date of this Agreement. Licensee must provide insurance. At the time of an extension or renewal of this license agreement, Licensee shall provide a certificate of insurance for the added term that shows Licensee meets all insurance requirements.

11. Miscellaneous Provisions

11.1 **Notice.** When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when provided to the other party in person, or when placed postage prepaid in the United States mail, certified return receipt requested, and addressed to the party as set forth below. Either party may designate, from time to time, another person and/or different address for receipt of notice by giving notice of such change of address.

TO LICENSOR:

Pat Stallings, Interim City Manager
City of Seagoville
702 North Highway 175
Seagoville, TX 75159

TO LICENSEE:

_____, _____
AirCanopy Internet Services, Inc. d/b/a Rise
Broadband, Inc.

11.1 **Entire Agreement.** This Agreement, together with all Attachments attached hereto and incorporated herein by reference and incorporated herein, if any, constitutes the entire agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

11.2 **Capacity.** Both Licensee and Licensor represent that they have full capacity and authority to grant all rights and assume all obligations they have granted and assumed under this Agreement.

11.3 **Governing Law** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in the state courts of proper jurisdiction of Dallas County, Texas.

11.4 **Legal Construction; Severability.** In the event that any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or

unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.5 **Applicable Laws.** This Agreement is entered into subject to the charter and ordinances of Licensor as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable federal and Texas state laws.

EXECUTED on the _____ day of _____, 2015.

LICENSEE:

**AIRCANOPIY INTERNET SERVICES, INC.
D/B/A RISE BROADBAND, INC.**

By: _____

EXECUTED on the _____ day of _____, 2015.

LICENSOR:

CITY OF SEAGOVILLE, TEXAS

Pat Stallings, Interim City Manager

ATTEST:

Dara Crabtree, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

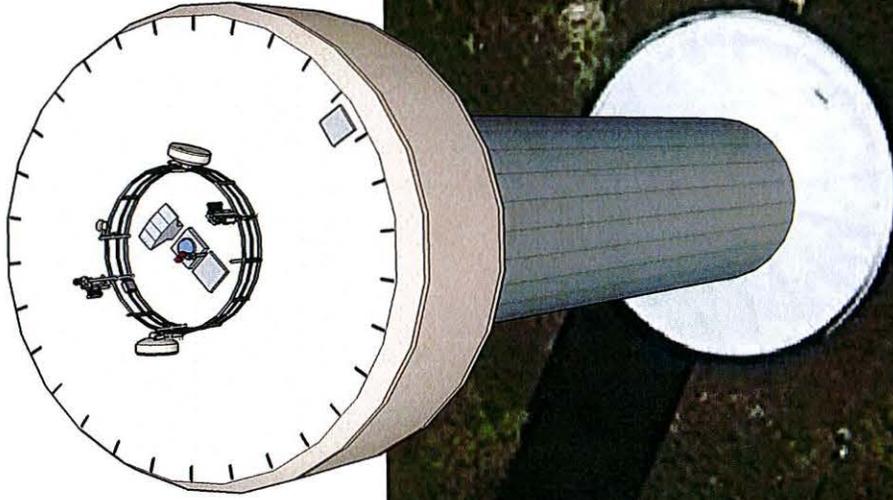
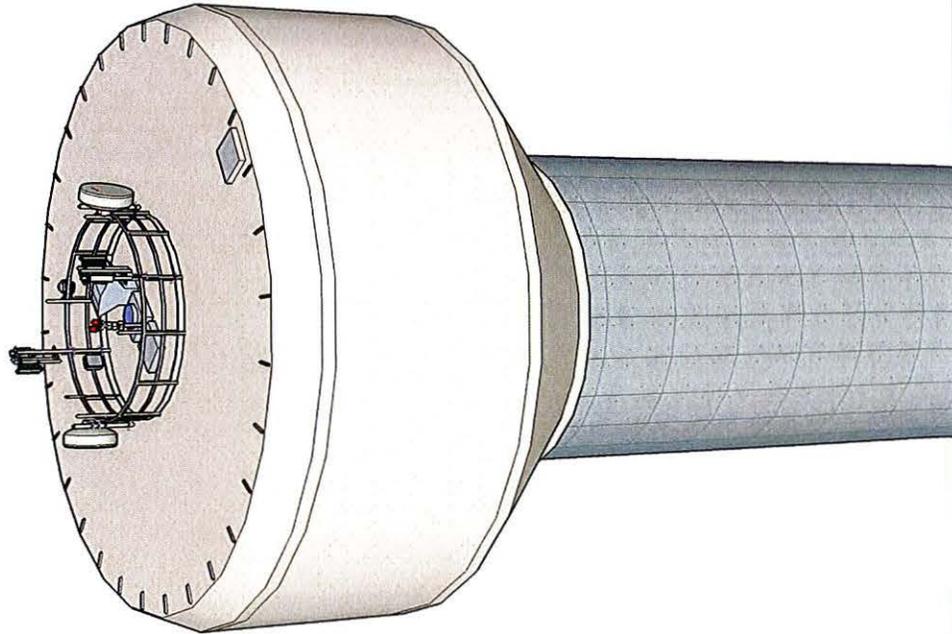
EXHIBIT "A"

**PREMISES AND FACILITIES SITE PLAN AND
LEGAL DESCRIPTION**

Property owned by the City being part of Lot 4, Block 7 as shown on the unrecorded plat of the original town of Seagoville and being all of a tract as conveyed to the town of Seagoville by deed in volume 2626, Page 201 of the Deed Records of Dallas County, Texas, more commonly known as; 101 N. Watson Street, Seagoville, Texas, Dallas County.

EXHIBIT "B"

**WATER STORAGE TANK ("TOWER") FOR INSTALLATION
AND MAINTENANCE OF EQUIPMENT ("FACILITIES")**



TXB-RKT
City of Seagoville
32.638766, -96.541259



July 23, 2015



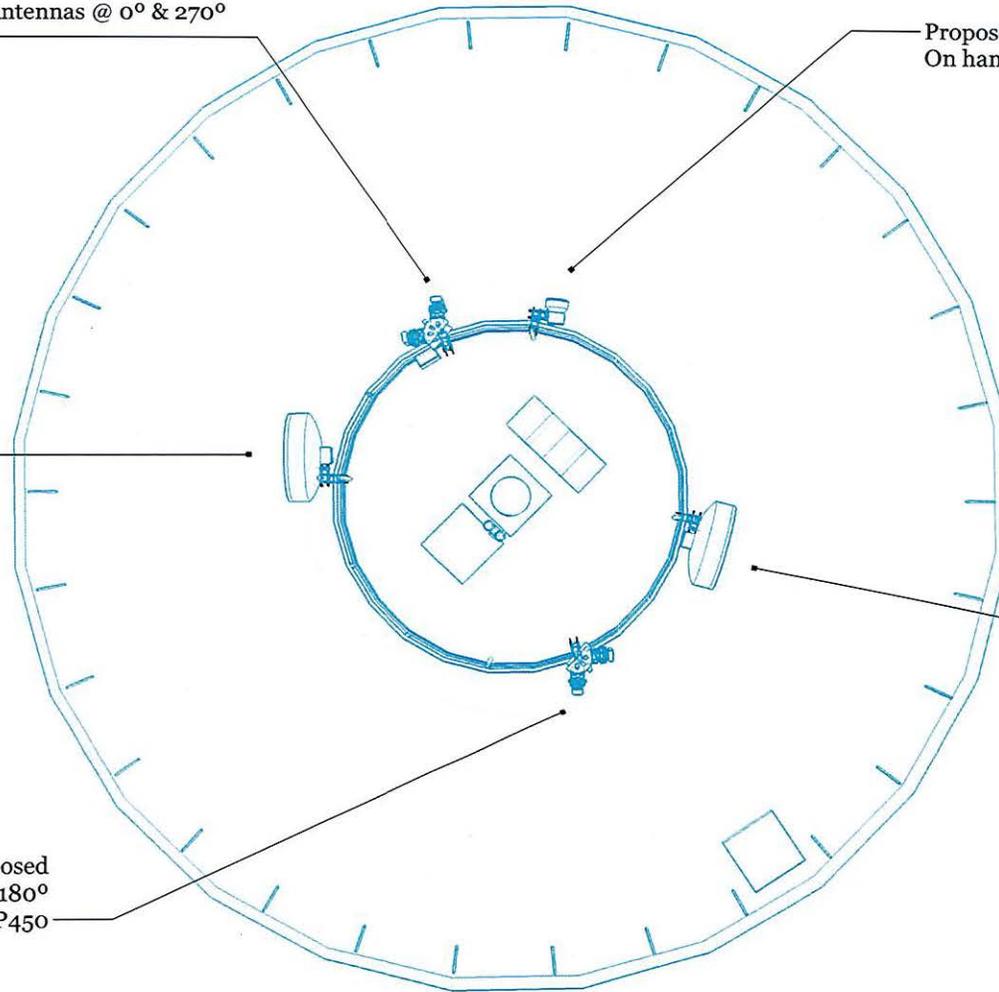
Proposed
2 of the 4 Broadcast Antennas @ 0° & 270°
PTP450

Proposed 1' Dish @ 6°
On hand rail

Proposed 4' Dish @ 268°
On hand rail

Proposed 4' Dish @ 104°
On hand rail

Proposed
2 of the 4 Broadcast Antennas @ 90° & 180°
PTP450



Top view



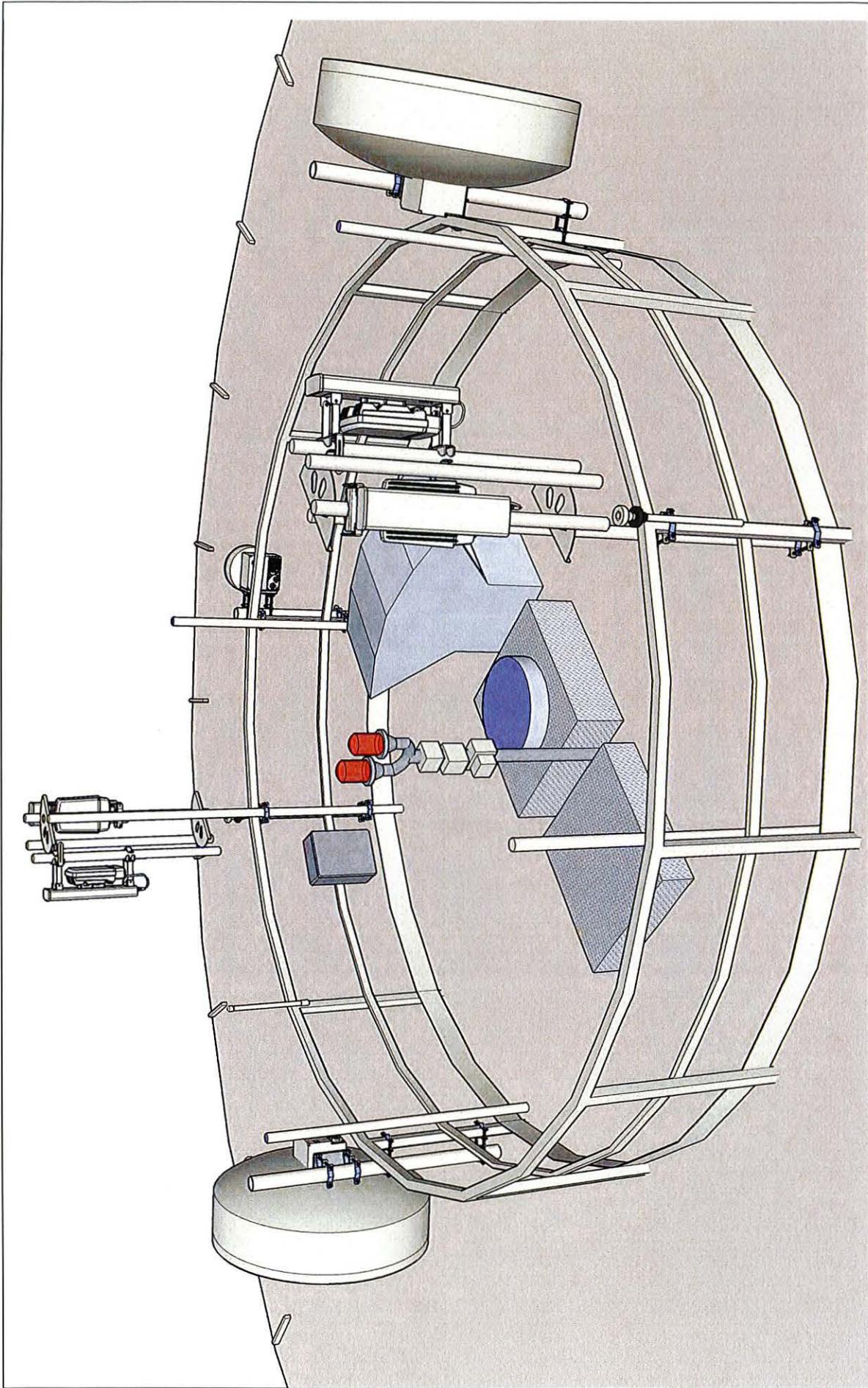
TXE-SGO

REVISIONS

MM/DD/YY	REMARKS
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2	...
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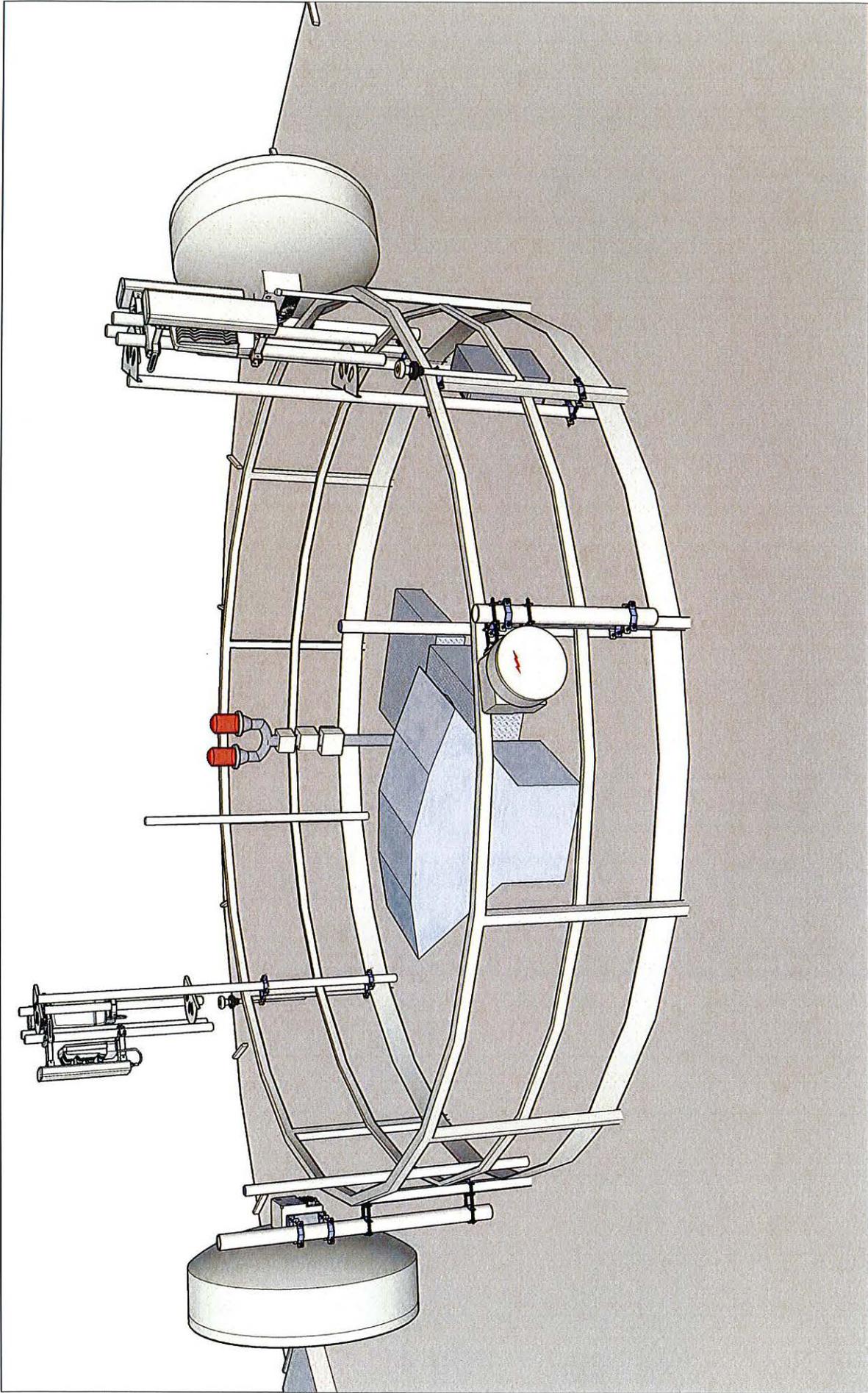
Directional View Facing North



TXE-SGO

REVISIONS	
NO.	DATE
1	MM/DD/YY
2	MM/DD/YY
3	MM/DD/YY
4	MM/DD/YY
5	MM/DD/YY

REMARKS



Directional View Facing South



TXE-SGO

REVISIONS

REMARKS

MM/DD/YY

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4

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03

A

EXHIBIT "C"

LICENSE RENEWAL TERMS

The term of this Agreement shall be effective as of the first day of the month following the date of execution by both parties, provided, however the initial term shall be for one (1) year (the "Initial Term").

This Agreement shall automatically renew for consecutive terms of three (3) years each, unless Licensee notifies Licensor in writing of its intention not to renew this Agreement at least (90) days prior to the end of the existing term (the "Extended Term").

EXHIBIT "D"

PAYMENT SCHEDULE

Term	Subscriber Count	Monthly Rental Amount
Initial	0-50	Wireless Link
Extended	0-50	Wireless Link
Extended	51-100	Wireless Link + \$75
Extended	101-150	Wireless Link + \$150
Extended	151-200	Wireless Link + \$225

Each additional block of 50 subscribers shall constitute a \$75 dollar per month increase from the previous month.

EXHIBIT "E"

ITEMIZED DESCRIPTION AND INSTALLATION OF THREE (3) BUSINESS INTERNET ACCOUNTS AT THE FOLLOWING SPECIFIED LOCATIONS

1. Library – 702 N. Hwy 175, Seagoville, Texas 75159
2. Animal Shelter – 1330 E Malloy Bridge Rd, Seagoville, Texas 75159
3. Senior Center – 304 E. Farmers Rd., Seagoville, Texas 75159

Agenda Item 11

Discuss and consider an Ordinance amending Chapter 17, of the Code of Ordinances, Division 2, "Parking Regulations on Specific Streets" by adding Subsection 17.04.061 to Provide for No Parking on the southeast side only of Casa Grande Drive between LaFonda Drive and LaFonda Circle for a distance of 270 feet as described herein; authorizing the Interim City Manager or designee to erect appropriate signage; providing a savings clause; providing a severability clause; providing a penalty of fine not to exceed the sum of two hundred dollars (\$200.00) for each offense; providing for a publication and providing an effective date.

BACKGROUND OF ISSUE:

The city has received a petition from the citizens on LaFonda Drive and LaFonda Circle asking for the city to consider prohibiting parking on the southeast side of Casa Grande Drive, between LaFonda Drive and LaFonda Circle. When vehicles park on both sides of Casa Grande Drive, it creates some safety concerns such as:

- Visual obscurment for vehicles trying to pull out of LaFonda Drive and/or LaFonda Circle.
- Children running across Casa Grande Drive between parked cars which can not be seen.
- Slowing down of emergency vehicles in this area due to vehicles being parked on both sides of the street.

The Public Works and Police Departments have both reviewed this request and concur with the findings of the neighborhood.

City Council approval of the proposed ordinance to restrict parking on the southeast side of Casa Grande Drive, between LaFonda Drive and LaFonda Circle is requested.

FINANCIAL IMPACT:

Estimated cost of signs, sign posts, and sign post anchors is approximately \$225.00. Funds exist in the Street Department budget to cover this expense.

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 15-15

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS AMENDING CHAPTER 17 OF THE CODE OF ORDINANCES, DIVISION 2. PARKING REGULATIONS ON SPECIFIC STREETS”, BY ADDING SUBSECTION 17.04.061 TO PROVIDE FOR NO PARKING ON THE SOUTHEAST SIDE ONLY OF CASA GRANDE DRIVE BETWEEN LAFONDA DRIVE AND LAFONDA CIRCLE; AUTHORIZING THE INTERIM CITY MANAGER OR DESIGNEE TO ERECT THE APPROPRIATE SIGNAGE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City provides for no stopping, standing or parking on specific streets within the City when signs are erected or curbs are painted on such street providing notice; and,

WHEREAS, the City has determined that it is necessary to prohibit the stopping, standing and parking on Casa Grande Drive, as described herein;

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

SECTION 1. That Chapter 17 of the Code of Ordinances of the City of Seagoville, Texas, be and is hereby amended by amending Division 2. Parking Regulations on Specific Streets”, by adding Subsection 17.04.061 to provide for no parking on the southeast side of Casa Grande Drive between LaFonda Drive and LaFonda Circle, which shall read as follows:

“Division 2. Parking Regulations for Specific Streets

.....

Sec. 17.04.061 Casa Grande Drive

It shall be unlawful for any person to leave, stand, or park any motor vehicle or other vehicle or impediment at any time on the southeast side of Casa Grande Drive from the point of its intersection with LaFonda Drive to its point of intersection with LaFonda Circle.

Secs. 17.04.062-17.04.090 Reserved”

SECTION 2. That the Interim City Manager or designee is hereby directed to erect appropriate signs giving notice of the no parking zone established herein and such provision shall not be effective unless such signs or markings are in place at the time of an alleged offense.

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

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

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

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

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

DULY PASSED by the City Council of the City of Seagoville, Texas, this the 3rd day of August, 2015.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY
(/cdb)

ORDINANCE NO. 15-15

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS AMENDING CHAPTER 17 OF THE CODE OF ORDINANCES, DIVISION 2. PARKING REGULATIONS ON SPECIFIC STREETS”, BY ADDING SUBSECTION 17.04.061 TO PROVIDE FOR NO PARKING ON THE SOUTHEAST SIDE ONLY OF CASA GRANDE DRIVE BETWEEN LAFONDA DRIVE AND LAFONDA CIRCLE; AUTHORIZING THE INTERIM CITY MANAGER OR DESIGNEE TO ERECT THE APPROPRIATE SIGNAGE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

DULY PASSED by the City Council of the City of Seagoville, Texas on the 3rd day of August, 2015.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

CASA GRANDE
PARK

CASA GRANDE DR.
LA FONDA DR.
AREA OF
REQUEST

FARMERS RD.
CIR.
THE DFORD ST.

SCALE 1" = 100'

0 50 100 150 200



BSM

Consulting
Civil
Engineers

TBPE # F000684

4111 East U.S. Hwy. 80, Suite 405
Mesquite, Texas 75150
(972) 681-4680 • bsm2@cawb.com

NO PARKING
CASA GRANDE DRIVE
City of Seagoville, Texas

JUNE 2015

Agenda Item 12

Receive Councilmember Reports.

BACKGROUND OF ISSUE:

Items of community interest regarding which no action will be taken, as authorized by Section 551.0415 of the Government Code.

FINANCIAL IMPACT:

N/A

Agenda Item 13

Receive Citizen Comments.

BACKGROUND OF ISSUE:

Citizens may speak 6 minutes each on any matter, other than personnel matters, or matters under litigation.

FINANCIAL IMPACT:

N/A

Agenda Item 14

Receive Future Agenda Items.

BACKGROUND OF ISSUE:

If a Councilmember should wish for an item to be placed on a future agenda it may be requested at this time. Please keep in mind, there **CANNOT** be a discussion amongst the City Council regarding this item because it is not listed on the posted agenda.

FINANCIAL IMPACT:

N/A

Agenda Item 15

Adjourn.

BACKGROUND OF ISSUE:

At this time, the Mayor may adjourn the meeting if there is no further business to conduct.

FINANCIAL IMPACT:

N/A