



**SEAGOVILLE CITY COUNCIL
MEETING AGENDA
MONDAY, OCTOBER 05, 2015**

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

AGENDA

1. Discussion of agenda item(s)
2. Update on Street Projects
3. Staff Updates
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]

AGENDA (cont'd)

ITEM 1. Recess into Executive Session in compliance with Texas Government Code:

- (A) Section 551.071, to seek legal advice from City Attorney regarding pending or threatened legal claims and related matters involving the City of Seagoville, Texas, to wit: Cause No. TX-14-40716 *Mary Lucille Trevino Reyes Ruiz, A/K/A Lucille Mary Ruiz, et al., Dallas County, Texas.*
- (B) Section 551.087, deliberations of an economic development negotiation for retention of a business prospect.

ITEM 2. Discuss any item and/or take any action necessary as a result of the Executive Session.

CONSENT AGENDA

- 3C. Approval of minutes.
- 4C. Discuss and consider a Resolution awarding three (3) bids for the purchase of a police vehicle, WatchGuard 4re camera system and graphics for a total cost of Fifty Thousand Nine Hundred Seventy Dollars and Thirty-Seven Cents (\$50,970.37); authorizing the Interim City Manager to execute any and all necessary documents; and providing an effective date.
- 5C. Approval of a Resolution authorizing the Interim City Manager to execute a Master Interlocal Cooperative Purchasing Agreement between the City of Seagoville, Texas and The Interlocal Purchasing System (TIPS) Program for the purchase of goods and services; and providing an effective date.
- 6C. Approval of a Resolution authorizing the Interim City Manager to execute the Dallas Area Household Hazardous Waste Network Interlocal Agreement Amendment No. 3 between the City of Seagoville and Dallas County from October 1, 2015 through September 30, 2016; and providing an effective date.

REPORTS/RECOMMENDATIONS/REQUESTS

- 7. Conduct Board and Commission applicant interview.
- 8. Discuss and consider appointment to the Park and Recreation Advisory Committee.
- 9. Conduct a public hearing to consider the request of Gary Sims with Trumpet of Praise Fellowship, Inc. to amend the existing Commercial (C) zoning to include a Special Use Permit (SUP), to allow for a church located on the south side of eastbound U.S. Highway 175 service road being more particularly described as Tracts 46 and 48 of the Herman Heider Survey, Abstract No. 541, Page 510; more commonly known as 2609 N. U.S. Highway 175, City of Seagoville, Dallas County, Texas; amending the Comprehensive Zoning Ordinance and map; and the Comprehensive Land Use Plan.

AGENDA (cont'd)

10. Discuss and consider directing staff on the request of Gary Sims with Trumpet of Praise Fellowship, Inc. to amend the existing Commercial (C) zoning to include a Special Use Permit (SUP), to allow for a church located on the south side of eastbound U.S. Highway 175 service road being more particularly described as Tracts 46 and 48 of the Herman Heider Survey, Abstract No. 541, Page 510; more commonly known as 2609 N. U.S. Highway 175, City of Seagoville, Dallas County, Texas and amending the Comprehensive Zoning Ordinance and map; and the Comprehensive Land Use Plan.

11. Discuss and consider a Resolution authorizing an agreement with American National Bank for financing for the purpose of city hall roof repairs located at 702 N. Highway 175, Seagoville, Texas in an amount of one hundred seventy-five thousand dollars (\$175,000.00) for the term of 4 years at a rate of 4.00% interest; authorizing the Interim City Manager to execute any and all necessary documents; and providing for an effective date.

12. Discuss and consider a Resolution awarding a bid to MDF Partners Ltd. d/b/a J & J Roofing Company for city hall roof repairs located at 702 N. Highway 175, Seagoville, Texas in an amount of one hundred seventy-two thousand five hundred seventy-five dollars (\$172,575.00); authorizing the Interim City Manager to execute any and all necessary documents; and providing for an effective date.

13. Discuss and consider a Resolution ratifying the action of the Interim City Manager purchasing electricity by negotiating the lowest possible price; entering into an agreement with retail electricity provider Reliant Energy; executing any and all necessary documents; and providing an effective date.

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

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

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

17. Adjourn.

Posted Friday, October 02, 2015 by 6:00 P.M.



Dara Crabtree, City Secretary

AGENDA (cont'd)

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

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

DATES TO REMEMBER

- Monday, October 12, 2015, City offices closed in observance of Columbus Day.
- Monday, October 19, 2015 @ 7:00 p.m., City Council meeting.
- Monday, November 2, 2015, City Council meeting cancelled.
- Tuesday, November 3, 2015, Election Day 7:00 a.m. – 7:00 p.m.

INVOCATION

PLEDGE OF ALLEGIANCE

MAYOR'S REPORT

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

*Proclamation: National Night Out
(October 6, 2015)*



Proclamation

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on October 6, 2015; and

WHEREAS, the "32nd Annual Night Out" provides a unique opportunity for the City of Seagoville to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the City of Seagoville plays a vital role in assisting the Seagoville Police Department through joint crime, drug and violence prevention efforts in the City of Seagoville and is supporting "National Night Out 2015" locally; and

WHEREAS, it is essential that all citizens of the City of Seagoville be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in the City of Seagoville; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "National Night Out" program;

NOW, THEREFORE, I, Dennis K. Childress, Mayor of the City of Seagoville, Texas do hereby proclaim October 6, 2015 as

NATIONAL NIGHT OUT

in the City of Seagoville and urge all citizens to join the Seagoville Police Department in being a part of the nation's largest annual crime, drug and violence prevention event. The benefits to the community will most certainly extend well beyond one night.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seagoville, Texas to be affixed this 5th day of October, 2015.

A handwritten signature in black ink, appearing to read "DKC", written over a horizontal line.

Mayor, The City of Seagoville, Texas

Agenda Item 1 and 2

ITEM 1.

Recess into Executive Session in compliance with Texas Government Code:

- (A) Section 551.071, to seek legal advice from City Attorney regarding pending or threatened legal claims and related matters involving the City of Seagoville, Texas, to wit: Cause No. TX-14-40716 *Mary Lucille Trevino Reyes Ruiz, A/K/A Lucille Mary Ruiz, et al., Dallas County, Texas.*
- (B) Section 551.087, deliberations of an economic development negotiation for retention of a business prospect.

ITEM 2.

Discuss any item and/or take any action necessary as a result of the Executive Session.

Agenda Item 3C

Approval of minutes.

BACKGROUND OF ISSUE:

Approval of minutes for meetings held on September 14, 2015 and September 24, 2015.

FINANCIAL IMPACT:

N/A

**CITY COUNCIL
WORK SESSION
SEPTEMBER 14, 2015**

The City Council held a work session on Monday, September 14, 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, Senior Accountant Tan Beatty, Public Works Director Steve Miller, Interim Public Works Director Phil DeChant, and City Secretary Dara Crabtree.

ITEM 3. STAFF UPDATES.

Interim City Manager Stallings provided the following calendar items: September 26th at 6:30 p.m. Joint Workshop with Seagoville Economic Development Corporation; October 26th from 5:30 p.m. – 9:30 p.m. Team Building Workshop; November 2nd City Council meeting will be cancelled due to City Hall is an official polling location for November 3rd Election; November 30th at 6:30 p.m. Master Fee Schedule Workshop; and December 14th will be the only Council meeting for the month of December due to the holidays (December 7th and 21st cancelled).

ITEM 2. DISCUSSION OF AGENDA ITEMS.

ITEM 2C. Following a City Council inquiry, Finance Director Harvey confirmed there were no changes in the fees Dallas County charges to the City of Seagoville to perform the inspections.

ITEM 6C. Following a City Council inquiry, Public Works Director Miller confirmed the Project Specific Agreement being considered for Malloy Bridge Road involved both sides of Malloy Bridge Road from the east city limits to the levee just past the two (2) bridges.

ITEM 1. REPUBLIC SERVICES PRESENTATION.

Kevin Flanagan and Marchella Bell with Republic Services provided a presentation including: services currently provided; contract renewal proposed services; recent training staff received in DeSoto regarding MyGov app; proposing two (2) year renewal with two (2) year extension option. Questions and answers followed.

The work session was adjourned at 7:00 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**CITY COUNCIL
REGULAR MEETING
SEPTEMBER 14, 2015**

The City Council held a regular meeting on Monday, September 14, 2015 at 7:10 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 Mayor Childress. Mayor Childress led the Pledge of Allegiance.

MAYOR'S REPORT. Mayor Childress reminded everyone of the upcoming Street Dance on Saturday night; the upcoming 2nd Annual Ms. Senior Seagoville pageant and the DEA Drug Take Back Program to dispose of unused prescription drugs.

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

CONSENT AGENDA.

Mayor Pro Tem Lemond made a motion, seconded by Councilmember 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 September 01, 2015.
- ITEM 2C.** Approve Resolution No. 40-R-15 authorizing the Interim City Manager to execute an Interlocal Agreement between the City of Seagoville and Dallas County Health and Human Services for food establishment inspections and environmental health services for Fiscal Year 2015-2016.
- ITEM 3C.** Approve City of Seagoville's Investment Policy for Fiscal Year 2015-2016.
- ITEM 4C.** Approve City of Seagoville's Financial Policies for Fiscal Year 2015-2016.
- ITEM 5C.** Approve Resolution No. 41-R-15 designating Mayor Dennis K. Childress and Finance Director Patrick Harvey as Authorized Representatives of TexPool.

ITEM 6C. Approve Resolution No. 42-R-15 authorizing the Interim City Manager to execute an Interlocal Agreement between the City of Seagoville and Dallas County for street paving improvements to East Malloy Bridge Road between the East Fork Relief Bridge and the east city limit, Type "B" public roadway made pursuant to Master Road and Bridge Interlocal Maintenance Agreement between Dallas County, Texas and City of Seagoville, Texas in an amount not to exceed Twenty Six Thousand Six Hundred Twelve Dollars (\$26,612.00); and providing an effective date.

ITEM 7. Mayor Childress opened the public hearing at 7:14 p.m. to receive citizen input on the City of Seagoville Storm Water Plan. No one spoke for or against the Storm Water Plan. The public hearing was closed at 7:14 p.m.

ITEM 8. Following a discussion, Councilmember Hernandez made a motion, seconded by Councilmember Howard, to approve Ordinance No. 19-15 amending the Code of Ordinances by adding a new Chapter 23A entitled "Storm Water Protection" relative to the regulation and prohibition of illicit discharges; defining terms; prohibiting certain discharges to the municipal separate storm sewer system; authorizing inspections and declaring such discharges a nuisance; prohibiting illicit connections to the municipal separate storm sewer system; providing for notices of violations and other administrative enforcement remedies; providing authority to suspend utility service; providing for civil and criminal enforcement; providing a penalty for failure to comply; providing a severability clause; repealing conflicting ordinances; and providing an effective date. A vote was cast 5 for 0 against.

ITEM 9. Councilmember Hernandez made a motion, seconded by Councilmember Epps, to approve Resolution No. 43-R-15 accepting the Seagoville Economic Development Corporation budget for Fiscal Year October 1, 2015 through September 30, 2016. Discussion followed. A vote was cast 5 for, 0 against.

ITEM 10. Councilmember Hernandez made a motion, seconded by Councilmember Fruin, to approve Ordinance No. 20-15 adopting a budget for all City funds for Fiscal Year October 1, 2015 through September 30, 2016 and providing that expenditures for said fiscal year shall be made in accordance with said budget; and declaring an effective date. A vote was cast 5 for (Epps, Fruin, Lemond, Howard, Hernandez), 0 against.

ITEM 11. Councilmember Hernandez made a motion, seconded by Councilmember Fruin, to approve Ordinance No. 21-15 levying the ad valorem taxes for the year 2015 at a rate of \$0.713800 per one hundred dollars (\$100.00) assessed valuation on all taxable property within the corporate limits of the City as of January 1, 2015; to provide revenues for current expenses and interest and sinking fund requirements; and providing for due and delinquent dates together with penalties and interest. This rate will raise more revenue from property taxes than last year's budget by an amount of \$120,856.00. A vote was cast 5 for (Epps, Fruin, Lemond, Howard, Hernandez), 0 against.

ITEM 12. Councilmember Howard made a motion, seconded by Councilmember Hernandez, to approve Resolution No. 44-R-15 ratifying the budget for Fiscal Year 2015-2016 that will require raising more revenues by \$120,856.00 or 3.6% from property taxes than the previous year and of that amount \$54,251.00 is tax revenue to be raised from new property added to the tax roll this year; and providing an effective date. A vote was cast 5 for (Epps, Fruin, Lemond, Howard, Hernandez), 0 against.

ITEM 13. COUNCILMEMBER REPORTS.

Jose Hernandez – commented the Community Meeting held the 4th Thursday of each month has been moved this month to Thursday, September 17th from 6:30 p.m. – 8:30 p.m. at Granny's.

ITEM 14. CITIZEN COMMENTS. No one spoke.

ITEM 15. FUTURE AGENDA ITEMS.

Jose Hernandez – individuals who habitually violate placing bulk trash out on the wrong day consider placing a notice on door, so they understand.

ITEM 16. The meeting adjourned at 7:47 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**CITY COUNCIL
JOINT WORKSHOP
SEPTEMBER 24, 2015**

The City Council held a joint workshop with the Seagoville Economic Development Corporation (SEDC) on Thursday, September 24, 2015 at 6:34 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, absent
Jon Epps	Councilmember, absent

The following SEDC Boardmembers were also present: Chair Don Cole, Brenda Thompson, and Barbara Sherman. Staff in attendance: SEDC Office Manager Cindy Starns, City/Corporation Attorney Bob Hager, Interim City Manager Pat Stallings, Finance Director Patrick Harvey and City Secretary Dara Crabtree.

ITEM 1. A joint workshop with the SEDC was held for the purposes of training with the City Attorney. Discussion included: stopping the division between the City and SEDC and start working together for the best interest of the City; history of Type A and Type B Corporations; mid-1990's Seagoville voters approved Type B Corporation (formerly referred to as 4B); sales tax funds distributed quarterly; State law requires two (2) readings of project Resolution for cities with 20,000 population or less; if creating primary jobs no public hearing required; projects vetting process; potential economic development that Loop 9 could bring; industrial vs. retail project return on money; current top employers in city; should consider seeking industrial; promote benefits of being located not far from Interstate 45 and the Intermodal; Tax Abatement incentives and Reinvestment Zones; Tax Increment Financing areas; goal setting and mission statement; future vision for Seagoville; consider lake as possible use for flood plain areas; impact fees; available property and current zoning; Master, Park and Comprehensive Plans; developing marketing materials for SEDC; SEDC Board recent discussion regarding hiring a Director; very competitive market losing to surrounding cities; market the outstanding schools in Seagoville and feeder pattern vs. Dallas ISD as a whole; SEDC rebidding demolition of five (5) buildings downtown recently purchased; and find a way to possibly replace bridges on border of Dallas County and Kaufman County.

The workshop adjourned at 7:40 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Agenda Item 4C

Discuss and consider a Resolution awarding three (3) bids for the purchase of a police vehicle, WatchGuard 4re camera system and graphics for a total cost of Fifty Thousand Nine Hundred Seventy Dollars and Thirty-Seven Cents (\$50,970.37); authorizing the Interim City Manager to execute any and all necessary documents; and providing an effective date.

BACKGROUND OF ISSUE:

The Police Department is requesting to take one of the current marked Chevy Tahoe's in service as a patrol unit and make it an Animal Services vehicle. In order to do this we would be taking a marked unit out of normal patrol car rotation and would need to replace that unit with the purchase of a new 2016 Chevy Tahoe with all required emergency lighting and equipment, computer, in car camera system, prisoner partition, rear seat cargo vault, black and white paint scheme and department graphics.

This venture has significant benefits to the City and community that we serve by putting the Animal Services Officer who is a sworn Peace Officer in a marked squad giving us an additional marked unit on the streets to respond to emergency situations, and law enforcement visibility purposes in addition to their normal animal services duties.

The current animal services vehicle is an aging 2006 Ford F-250 diesel power plant that is costly to maintain and operate. This vehicle while it is still in decent mechanical condition will be utilized as a back-up A/C vehicle should the need arise.

The quote for both the vehicle and graphics were obtained through the Buy-Board purchasing cooperative and includes the emergency equipment. In addition, the quote for the Watchguard 4re camera system was obtained through the Houston Galveston Area Council (H-GAC) purchasing cooperative. The City of Seagoville will furnish the radio, radar, camera, ticket writer, computer cradle and graphics to be installed by the outfitter.

FINANCIAL IMPACT:

Funds are available in the FY16 budget for this expenditure.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 45-R-15

A RESOLUTION AWARDDING THREE (3) BIDS FOR THE PURCHASE OF A POLICE VEHICLE, WATCHGUARD 4RE CAMERA SYSTEM AND GRAPHICS FOR A TOTAL COST OF FIFTY THOUSAND NINE HUNDRED SEVENTY DOLLARS AND THIRTY-SEVEN CENTS (\$50,970.37); AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council, in the FY 2015/2016 Police Department Budget authorized the purchase of one police vehicle; and

WHEREAS, through the Buy Board, this item has been bid in accordance with all applicable bidding statutes and policies; and

WHEREAS, the City Council has determined that Caldwell Chevrolet for the vehicle; Main Street Graphics for the graphics; WatchGuard Video LLC for the in car camera system have met all bid specifications and is the lowest and most responsive bidders.

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

SECTION 1. That the City Council hereby authorizes the Interim City Manager to purchase one police vehicle, in car camera system and graphics totaling \$50,970.37.

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 5th day of October, 2015.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



City of Seagoville Police Department

600 North US Highway 175
Seagoville, Texas 75159
Phone 972.287.2999 Fax 972.287.2917
www.seagoville.us



Date: 09-05-2015

To: Capt. Calverley
From: Sgt. Talley #076
Via: Direct

Reference: Quote for 2016 Tahoe

Capt. Calverley, I have received the quotes for the new 2016 Tahoe. Caldwell Chevrolet was the lowest quote \$45,365.00. The quote is on Buy-Board and it includes the Buy-Board fee and the emergency equipment. (We will furnish radio, radar, camera, ticket writer, computer cradle, and graphics to be installed by outfitter).

We will need to purchase a new camera to be installed by the outfitter. The camera in 267 will remain in 267 so Animal Control's recordings will be saved on the Watchguard server. The quote for the new Watchguard 4re camera system is on HGAC \$5008.00.

The quote for Graphics for the new Tahoe is from Main Street Graphics. The graphics will be installed by the outfitter. The quote is on Buy-Board \$597.37.

The total is \$50,970.37

Thanks,

Sgt. Talley #076

Seagoville Police Department
Admin/Patrol Sergeant
Office: (972) 287-6813
Fax: (972) 287-2917
Email: ttalley@seagoville.us

QUOTE# 001A-POLICE

CONTRACT PRICING WORKSHEET

End User: CITY OF SEAGOVILLE	Contractor: CALDWELL COUNTRY
Contact Name: SGT. TIM TALLEY	CALDWELL COUNTRY
Email: TTALLEY@SEAGOVILLE.US	Prepared By: Averyt Knapp
Phone #: 972-287-5813 214-549-7643 -C	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: SEAGOVILLE	Fax #: 979-567-0853
Date Prepared: SEPTEMBER 4, 2015	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #430-13	Tax ID # 14-1856872

Product Description: 2016 CHEVROLET TAHOE PPV CC15706

A Base Price & Options:	\$44,965
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B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	LH SPOTLIGHT, FLEET KEYED ALIKE (6E2), CLOTH BUCKET FRONT/VINYL REAR BENCH, FULL RUBBER FLOOR, LOCKING REAR AXLE DIFFERENTIAL, DUAL BATTERIES, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, DEEP TINT GLASS, AMFM-CD W/BLEETOOTH, RUNNING BOARDS, TRAILER HITCH, REAR VISION CAMERA, 2015 PROFESSIONAL SAFETY EQUIPMENT PACKAGE	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
Subtotal C					

D Other Price Adjustments (Installation, Delivery, Etc...)

Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	\$44,965
Quantity Ordered	1
Subtotal E	\$44,965
F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
BUY BOARD	\$400
G. Color of Vehicle: BLACK & WHITE (4DRS)	
H. Total Purchase Price (E+F)	\$45,365
Estimated Delivery Date: FALL-WINTER 2015	



Main Street Signs & Graphics

1111 W. Abram
 Arlington, TX 76013
 Ph: (817) 548-4360
 FAX: (817) 548-4390
 Email: arivera@mainstreetsignsandgraphics.com
 Web: www.mainstreetsignsandgraphics.com

Estimate #: 3017

Created Date: 6/23/2015 10:08:05AM	Prepared For: Seagoville PD
Salesperson: Angel Rivera	Contact: Ray Calverley
Email: arivera@mainstreetsignsandgraphics.com	Office Phone: (972) 287-2999
Office Phone: (817) 548-4360	Office Fax: (817) 287-2917
Office Fax: (817) 548-4390	Email:
Entered by: Angel Rivera	Address: 600 N. Hwy 175 Seagoville, TX 75159

Description: 2016 TAHOE GRAPHIC MARKINGS - UNIT#

		Quantity	Unit Price	Subtotal
1	Product: PS - Printed Graphics Description: Printed Graphics - UNIT SIDES AND TEXT * PRINTED ON GOLD REFLECTIVE • 1- 44 in x 97.25 in Single Sided Print(s) made from Nikkalite M8512 48" Reflective (Nippon) stock material • Laminated with 3M 8518 Gloss on face	1	\$374.87	\$374.87
2	Product: PS - Printed Graphics Description: Printed Graphics - BADGES • 1- 21 in x 8 in Single Sided Print(s) made from Nikkalite M8512 48" Reflective (Nippon) stock material • Laminated with 3M 8518 Gloss on face	1	\$45.00	\$45.00
3	Product: PS Cut Vinyl (Ready To Apply) Description: Ready to Apply Cut Vinyl - Rear Chevrons • 1- 37 in x 7 in • Vinyl Colors are Reflective Black 3M680 CR - Fellers,	1	\$65.00	\$65.00
4	Product: PS Cut Vinyl (Ready To Apply) Description: Ready to Apply Cut Vinyl - ROOF UNIT NUMBER • 1- 47 in x 18 in • Vinyl Colors are High Performance White,	1	\$75.00	\$75.00
5	Product: Design Description: Design - ADJUST ART ON FILE FOR PRODUCTION • 1 Files • 15 min Setup Time Per File. • Proof Type: Production	1	\$22.50	\$22.50
6	Product: Shipping Description: Shipping - FLAT RATE • 1 Package(s) to be shipped on 12/31/2015 via UPS - Ground	1	\$15.00	\$15.00



Main Street Signs & Graphics

1111 W. Abram
Arlington, TX 76013
Ph: (817) 548-4360
FAX: (817) 548-4390
Email: arivera@mainstreetsignsandgraphics.com
Web: www.mainstreetsignsandgraphics.com

Estimate #: 3017

Subtotal: \$597.37
Total: \$597.37

Client Reply Request

- Estimate Accepted "As Is". Please proceed with Order.
- Changes required, please contact me.

Other: _____
SIGN: _____ Date: / /

Print Date: 6/23/2015 10:10:56AM

SYSTEM: Estimate_Estimate01

BuyBoard Vendor Contract #430-13 (Under Main Street Installers)

Agenda Item 5C

Approval of a Resolution authorizing the Interim City Manager to execute a Master Interlocal Cooperative Purchasing Agreement between the City of Seagoville, Texas and The Interlocal Purchasing System (TIPS) Program for the purchase of goods and services; and providing an effective date.

BACKGROUND OF ISSUE:

Chapter 791, § 271.102 of the Texas Government Code states; “a local government may participate in a Cooperative Purchasing Program with another local government or a local cooperative organization. A local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods or services.”

When local governments purchase goods or services, they have three (3) options in order to complete those purchases: requesting invitations to bid; soliciting requests for proposals; or by utilizing the cooperative purchasing program established by the State of Texas.

A Master Interlocal Agreement permits the city to utilize the cooperative organization’s current and/or future contracts for goods and services without having to seek competitive bids.

FINANCIAL IMPACT:

N/A

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 46-R-15

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF SEAGOVILLE, TEXAS AND THE INTERLOCAL PURCHASING SYSTEM (TIPS) PROGRAM FOR THE PURCHASE OF GOODS AND SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas desires to enter into an Interlocal Agreement with The Interlocal Purchasing System (TIPS) Program for the purchase of goods and services; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into Interlocal Agreements; 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 an Interlocal Agreement for the purchase of goods and service 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 5th day of October, 2015.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

TEXAS PUBLIC ENTITY

Control Number (TIPS will Assign)
Schools enter County-District Number

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for such services is granted under Texas Government Code §§ 791.001 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

INTERLOCAL AGREEMENT, continued

Role of the Public Entity:

1. Commit to participate in the program by an authorized signature on membership forms.

EXHIBIT "A"

2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

INTERLOCAL AGREEMENT, continued

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

Purchasing Cooperative Lead Agency:

Entity Or District Name

Region VIII Education Service Center

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: _____

Title: Executive Director Region VIII ESC

Date

Date

Public Entity Contact Information

Primary Purchasing Person Name

Street Address

City, State Zip

Telephone Number

Fax Number

Primary Person Email Address

Secondary Person Name

Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Email completed Interlocal Agreement to tips@tips-usa.com.

Agenda Item 6C

Approval of a Resolution authorizing the Interim City Manager to execute the Dallas Area Household Hazardous Waste Network Interlocal Agreement Amendment No. 3 between the City of Seagoville and Dallas County from October 1, 2015 through September 30, 2016; and providing an effective date.

BACKGROUND OF ISSUE:

The Household Hazardous Waste Interlocal Agreement is part of the City of Seagoville's Storm Water Pollution Program which was adopted in 1994. This program provides a means for the citizens of Seagoville to dispose of household hazardous waste legally rather than illegally dumping the hazardous waste in our rights of way or onto private property. It protects the storm waters running into our creeks and our lakes.

The attached agreement permits four (4) additional one-year renewals for a five-year total contract term. As in the past, each renewal will be brought to the Council annually for consideration.

FINANICIAL IMPACT:

This expenditure is included in the FY16 budget.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 47-R-15

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK INTERLOCAL AGREEMENT AMENDMENT NO. 3 BETWEEN THE CITY OF SEAGOVILLE AND DALLAS COUNTY, FROM OCTOBER 1, 2015 UNTIL SEPTEMBER 30, 2016; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the desire of the City to join with the County and other interested jurisdictions to participate in a HHW collection program as a continuation of the 1994-2015 program; and

WHEREAS, the Dallas County Commissioners Court adopted Court Order No. 94-751 establishing the HHW Network to coordinate the planning and implementation of a HHW collection program; and

WHEREAS, the City Council has determined that the Dallas Area Household Hazardous Waste Network is in the best interest for the citizens of Seagoville; and

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

SECTION 1. That the Interim City Manager is hereby authorized to execute an Interlocal Agreement Amendment No. 3 with Dallas County, a copy of which is attached hereto and incorporated herein as Exhibit "A", for the collection and disposal of household hazardous waste for FY 2015-2016.

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 5th day of October, 2015.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**AMENDMENT NO. 3
TO THE HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT
(The "Agreement")
BETWEEN
DALLAS COUNTY
AND
CITY OF SEAGOVILLE
(The "City")
A MEMBER CITY OF
THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK**

WHEREAS, on June 23, 2015, the Dallas County Commissioners Court was briefed on a request from the cities of the Dallas Area Household Hazardous Waste Network to renew and revise the effective term and specify new fiscal year budgets for the Household Hazardous Waste Program Interlocal Agreement ("Agreement") that permits four additional one-year renewals for a five-year total contract term and was authorized by Court Order 2012-1223; and

WHEREAS, Amendment 2, which was authorized by Court Order 2014-0999 to renew and extended the FY2014 agreement through FY2015, will expire on September 30, 2015; and

WHEREAS, the proposed Amendment No. 3, along with the attachment, will serve to continue the Household Hazardous Waste Program through fiscal year 2016, while updating overall program budget amounts and individual city budget limits for the new fiscal year; and

WHEREAS, proposed Amendment No. 3 contains no other changes in the basic terms and conditions of the Agreement and incurs no cost to Dallas County;

NOW THEREFORE, by execution of this Amendment No. 3, the Agreement is amended hereby with respect to the items and features described in the Articles below.

**I.
PURPOSE**

The purpose of this Amendment is to amend the effective term and fiscal year budget of the Agreement without change to the basic terms and provisions. No other sections, provisions, clauses or conditions of the Agreement are waived, deleted or changed hereby, and they shall remain in full force and effect throughout the term of the Agreement and any duly authorized amendments.

**II.
AMENDED PROVISIONS**

A. The new term of the Agreement shall be October 1, 2015, through September 30, 2016.

EXHIBIT "A"

B. The language contained in Paragraph 1, *Section IV. City Responsibilities* shall be deleted in its entirety and replaced with the following language:

1. "A sum not to exceed \$ \$5,000.00 for disposal, setup, operational, capital and transportation costs for HHW collection for residents of the City during the period from October 1, 2015 through September 30, 2016.
 - a. Collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the City at events and at the collection center.
 - b. Operational and capital costs shall be paid quarterly in advance.
 - c. In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation but will become immediately due and payable in full."

C. The language contained in Exhibit C2015 of the Agreement entitled *FY2015 HHW Program Budget Summary* shall be deleted in its entirety and shall be replaced with the attached Exhibit C2016 entitled *FY2016 HHW Program Budget Summary*.

IN WITNESS WHEREOF, by their signatures below, the duly authorized representatives of Dallas County and **City of Seagoville**, a member city of the Dallas Area Household Hazardous Waste Network, do hereby agree and append this Amendment No. 3 to the Agreement.

EXECUTED THIS the 5th day of October, 2015.

DALLAS COUNTY:

CITY OF SEAGOVILLE:

BY: Clay Lewis Jenkins
 County Judge

BY: Pat Stallings
TITLE: Interim City Manager

APPROVED AS TO FORM:*
 Susan Hawk
 District Attorney

BY: Frank Waite
 Assistant District Attorney

* By law, the Dallas County 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).

Exhibit C2016**FY2016 HHW PROGRAM BUDGET SUMMARY**

This exhibit summarizes the total program funding for FY2016 as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on May 13, 2015, and replaces the language contained in Amendment 2, Exhibit C2015 of the Household Hazardous Waste Program Interlocal Agreement that was authorized by Court Order 2012-1223.

Fixed Costs include personnel expense, operating costs, and capital budget, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments.

- Personnel Expense includes all HHW staff salaries and fringe.
- Operating Expense includes supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, facility maintenance, utilities, and all other direct programming costs.
- Capital Expense includes building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.

Variable costs include estimated direct costs for collection and disposal of hazardous household wastes, which vary according to actual usage and are indicated in the budget summary for planning purposes only. **Funding for actual collection, contract labor, and disposal costs will be collected from the cities after the fact, on an as-used basis.**

- Collection/Mobilization/Disposal Budget includes estimated costs for staging of events, recycling services, waste containers, waste transportation, and disposal.
- Contract Labor Expense is for part-time, seasonal labor provided by the disposal vendor.

Budget adjustments made to the Operational Budget during the term of the agreement shall not result in a City Funding amount that exceeds the approved budget total shown herein. The County may make line item transfers within the operating budget when these transfers do not exceed \$5,000. Budget adjustments in excess of \$5,000 must be approved by the HHW Network.

BUDGET SECTION	CITY FUNDING
FIXED COSTS (OPERATIONAL BUDGET)	
Personnel Costs	\$ 417,020
Operating Costs	\$ 202,475
Capital Expense	\$ 93,000
Sub-Total	\$ 712,495
ESTIMATED VARIABLE COSTS (COLLECTION / LABOR / DISPOSAL BUDGET)	\$ 912,000
TOTAL PROGRAM BUDGET	\$1,624,495

**COURT ORDER
2015-1251**



Recision of Court Order 2015-0908 and Approval of Corrected Amendment No. 3 to Household Hazardous Waste Program Interlocal Agreement

On a motion made by Commissioner Dr. Theresa M. Daniel, District 1, and seconded by Commissioner Dr. Elba Garcia, District 4, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: June 23 and September 1, 2015

Be it resolved and ordered that the Dallas County Commissioners Court hereby rescinds Court Order 2015-0908 which inadvertently included an incorrect budget page for Amendment No. 3 to the Household Hazardous Waste program's Interlocal Agreement and replaces it with this Order and a corrected Amendment No. 3 to the program's Interlocal Agreement.

It is further resolved and ordered that the program's FY2016 budget, which includes the use of \$70,000 of prior-year carryover for contract labor, \$20,000 carryover for operational costs, and \$50,000 for capital costs for the period of October 1, 2015 through September 30, 2016, is approved and that the County Judge is authorized to sign all related documents.

Done in open court September 8, 2015, by the following vote:

IN FAVOR: Honorable Clay Lewis Jenkins, County Judge
Commissioner Dr. Theresa M. Daniel, District 1
Commissioner Mike Cantrell, District 2
Commissioner John Wiley Price, District 3
Commissioner Dr. Elba Garcia, District 4

OPPOSED: None

ABSTAINED: None

ABSENT: None

**Recommended by: Rick Loessberg
Originating Department: Planning and Development**

Agenda Item 7

Conduct Board and Commission applicant interview.

BACKGROUND OF ISSUE:

At this time, a brief interview may be conducted with the applicant.

Brandon Warren expressed a desire to be considered for the Park and Recreation Advisory Board.

FINANCIAL IMPACT:

N/A

Attn: Dara Crabtree

CITY OF SEAGOVILLE BOARDS AND COMMISSIONS

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 <u>VI</u> | Keep Seagoville Beautiful Board _____ |
| Park & Recreation Advisory Board* <u>VI</u> | Charter Review Committee _____ |
| EMS Advisory Board* _____ | Other: _____ |

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

Name Branch Warren Home Address & Zip Code 1433 Julie St Seagoville Tx 75159 Home Phone _____

Occupation CCU Installer / Project M 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 34 years

Special knowledge or experience

Parks, Maintenance, Electrical, AC, Vice President of Admin SYSA

Other information (civic activities, etc.)

No

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

RECEIVED BY
CITY OF SEAGOVILLE

SEP 17 2015

CITY SECRETARY'S OFFICE

[Signature]
Signature

9-4-2015
Date Submitted

Agenda Item 8

Discuss and consider appointment to the Park and Recreation Advisory Committee.

BACKGROUND OF ISSUE:

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

The following position is currently vacant:

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

FINANCIAL IMPACT:

N/A

Agenda Item 9

Conduct a public hearing to consider the request of Gary Sims with Trumpet of Praise Fellowship, Inc. to amend the existing Commercial (C) zoning to include a Special Use Permit (SUP), to allow for a church located on the south side of eastbound U.S. Highway 175 service road being more particularly described as Tracts 46 and 48 of the Herman Heider Survey, Abstract No. 541, Page 510; more commonly known as 2609 N. U.S. Highway 175, City of Seagoville, Dallas County, Texas; amending the Comprehensive Zoning Ordinance and map; and the Comprehensive Land Use Plan.

BACKGROUND OF ISSUE:

The applicant, Gary Sims with Trumpet of Praise Fellowship, Inc., is requesting to amend the existing Commercial (C) zoning to include a Special Use Permit (SUP) to allow for a church.

The Planning and Zoning Commission conducted a public hearing on September 29, 2015. Six (6) property owners were notified in accordance with the 200 foot rule; no notices were received in favor or against the request.

The existing zoning for the immediate surrounding properties consist of: Commercial and an SUP (Mobile Home Park).

Following the public hearing, the Planning and Zoning Commission voted unanimously to recommend approval of the zoning change.

FINANICIAL IMPACT:

N/A



ZONING APPLICATION

City of Seagoville, Texas

PAID
AUG 26 2015
CITY OF SEAGOVILLE

ANTICIPATED MEETING DATES: P&Z: 9-22-15 City Council: 10-5-15
DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required): _____

Application Type:

- Initial Zoning (newly annexed or Agricultural property)
- Rezoning (property currently zoned)
- Planned Development (PD) – see Zoning Ordinance for special requirements and procedures
- Specific Use Permit (SUP) – see Zoning Ordinance for special requirements and procedures

Name of Subdivision or Project: Herman Heider Survey

Physical Location of Property: 2609 N. Highway 175
[General Location – approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description): Brick structured building (Commercial) sitting on 1.14 acres
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: _____ Existing Zoning: C Requested Zoning: C w/ SUP for a Church
[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: Gary Sims Applicant or Owner (circle one)

Contact Person: Gary Sims Title: Founder

Company Name: Trumpet of Praise Fellowship, Inc.

Street/Mailing Address: 2609 N. Highway 175 City: Seagoville State: TX Zip: 75159

Phone: (214) 974-1544 Fax: () N/A Email Address: apostle@trumpetofpraisefellowship.com

Engineer / Representative's Name: Gary Sims

Contact Person: Gary Sims Title: Founder

Company Name: Trumpet of Praise Fellowship, Inc.

Street/Mailing Address: 2609 N. Highway 175 City: Seagoville State: TX Zip: 75159

Phone: (214) 974-1544 Fax: () N/A Email Address: apostle@trumpetofpraisefellowship.com

SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DATE. (All zoning applications must be advertised in the newspaper, and notices must be mailed to all property owners within 200 feet of the subject property. Please contact City staff in advance for submittal deadlines.)

All applications must be COMPLETE before they will be scheduled for P&Z agenda. It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be obtained from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements.

All application materials (one copy) must be delivered to the City's Planner. The name, address, phone number, etc. of the City's Planner can be obtained from City staff. Failure to submit all materials to the City's Planner may result in delays scheduling the zoning application for a P&Z agenda.

Notice of Public Records. The submission of plans/drawings with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

I hereby certify that I am the Owner, or the duly authorized agent of the Owner (proof of authorization attached), for the purposes of this application, and that all information submitted herein is complete, true and correct to the best of my knowledge. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

Signed: Gary Sims Title: Pastor Date: 8/25/15



SUBSCRIBED AND SWORN TO before me, this the 25th day of August, 2015.
My Commission Expires March 13, 2017
Notary Public in and for the State of Texas: Bennie Brown
My Commission Expires On: 3-13-2017

Office Use Only: Date Rec'd: 8-26-15 Fees Paid: \$300 Check #: 3025 Receipt #: 385109
Zoning Case #: 22015-010 Accepted By: CK Official Submittal Date: 8-26-15



September 4, 2015

VIA email – News@SuburbiaNews.com

Suburbia News – Public Notices Department
P.O. Box 130
Seagoville, Texas 75159

Please publish the legal notice as shown below in the **September 10, 2015** issue of your newspaper. Thank you!

Cindy Kintz, Planning & Zoning Liaison
City of Seagoville P.O. Box 369 Seagoville, Texas 75159
Fax: (972) 287-3891

**NOTICE OF A PUBLIC HEARING BEFORE THE CITY OF SEAGOVILLE
PLANNING & ZONING COMMISSION AND CITY COUNCIL
ZONING CASE #Z2015-06
(AMENDED DATE)**

A public hearing will be held before the Planning & Zoning Commission on Tuesday, **September 29, 2015** at 6:30 p.m., and before the City Council on Monday, October 5, 2015, at 7:00 p.m., in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, on a zoning request to establish a Specific Use Permit (SUP) to allow for a church and amending the Comprehensive Land Use Plan.

The subject properties are located on the south side of eastbound U.S. Highway 175 Service Road with the physical address of 2609 North U.S. Highway 175 for both tracts in Seagoville, Texas (legal description: Tracts 46 and 48, of the Herman Heider Survey, Abstract No. 541, Page 510).

The City Council of the City of Seagoville will hold a public hearing on Monday, October 5, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, to consider the recommendation of the Planning and Zoning Commission in regards to this request.

As an interested citizen, you may appear at the public hearings or you may send a notice, prior to 5:00 p.m. on the days of the public hearings, to City Secretary Dara Crabtree or Planning Technician Cindy Kintz, 702 N. Highway 175, Seagoville, Texas 75159 or via fax at (972) 287-3891 stating your position.

CITY OF SEAGOVILLE
Dara Crabtree
City Secretary

Cindy Kintz
Planning and Zoning

Zoning Request #Z2015-06

(2609 North U.S. Highway 175)

ENRIQUE GARCIA JR.
2611 NORTH U.S. HIGHWAY 175
SEAGOVILLE, TX 75159-2410

RIDGEGATE APT. INC.
% L. RICHEY & ASSOC.
1933 SANDPIPER LANE
PLANO, TX 75075-8554

JERRY ATCHLEY
602 CALADIUM DRIVE
MESQUITE, TX 75149-5311

YES COMPANIES EXP2 LLC
2401 15TH STREET, SUITE 350
DENVER, CO 80202-1176

POKARDAS GROUP LLC
% STATE BAANK OF TEXAS
11950 WEBB CHAPEL ROAD
DALLAS, TX 75234-7724

TEXAS DEPT. OF TRANSPORTATION
ATTN: REAL ESTATE DIVISION
125 EAST 11TH STREET
AUSTIN, TX 78701

I, Planning Technician Cindy Kintz, do solemnly swear that the six (6) property owners listed above were sent a property owner notice on Zoning Request #Z2015-06 on the two subject properties commonly known as 2609 North U.S. Highway 175 on Friday afternoon, **September 18, 2015** and placed in the outgoing United States Post Office box located at the rear entrance of city hall next to the night drop box for the utility (water) bill payments per City Secretary Dara Crabtree.


Signature: Cindy Kintz

Date: September 18, 2015 (Friday)

City of Seagoville, Texas
702 N. Highway 175
Seagoville, Texas 75159



September 18, 2015

PUBLIC NOTICE
NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING & ZONING COMMISSION AND CITY COUNCIL
City of Seagoville, Texas
#Z2015-06

A public hearing will be held before the Planning & Zoning Commission on Tuesday, September 29, 2015 at 6:30 p.m., and before the City Council on Monday, October 5, 2015, at 7:00 p.m., in the Council Chambers, City Hall, 702 North U.S. Highway 175, Seagoville, Texas, for the purpose of a zoning request to establish a Specific Use Permit (SUP) to allow for a church and amending the Comprehensive Land Use Plan.

The subject properties are located on the south side of eastbound U.S. Highway 175 Service Road with the physical address for both tracts being 2609 North U.S. Highway 175 in Seagoville, Texas (legal description: Tracts 46 and 48, of the Herman Heider Survey, Abstract No. 541, Page 510).

The City Council of the City of Seagoville will hold a public hearing on Monday, October 5, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, to consider the recommendation of the Planning and Zoning Commission in regards to this request.

As an interested citizen, you may appear at the public hearings or you may send a notice, prior to 5:00 p.m. on the day of the public hearings, to either City Secretary Dara Crabtree or to Cindy Kintz, Planning and Zoning Commission Liaison, 702 North U.S. Highway 175, Seagoville, Texas 75159 or via fax at (972) 287-3891 stating your position.

As a property owner, this will be the only two opportunities to have your opinion documented for the record.

(Please indicate your opinion in this matter by checking the appropriate box; provide any additional comments you may have in the appropriate space; and sign and complete the name and address information below.)

"I am... (in favor of) (opposed to) ...Zoning Request Z2015-06 described herein."

Additional Comments (if necessary, affix additional sheet): _____

Signature(s): _____

Printed Name(s): _____

Address: _____ Seagoville TX 75159

Phone Number: (972) _____

Zoning Request #Z2015-06

(2609 North U.S. Highway 175)



**Dallas Central
Appraisal District**
www.dallascad.org

DISCLAIMER

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Subject properties are outlined in red above.

(9/18/2015)

Agenda Item 10

Discuss and consider directing staff on the request of Gary Sims with Trumpet of Praise Fellowship, Inc. to amend the existing Commercial (C) zoning to include a Special Use Permit (SUP), to allow for a church located on the south side of eastbound U.S. Highway 175 service road being more particularly described as Tracts 46 and 48 of the Herman Heider Survey, Abstract No. 541, Page 510; more commonly known as 2609 N. U.S. Highway 175, City of Seagoville, Dallas County, Texas and amending the Comprehensive Zoning Ordinance and map; and the Comprehensive Land Use Plan.

BACKGROUND OF ISSUE:

At this time, the City Council may direct staff to prepare an ordinance amending the existing Commercial (C) zoning to include a Special Use Permit (SUP) to allow for a church at 2609 N. U.S. Highway 175, if so desire.

FINANCIAL IMPACT:

Agenda Item 11

Discuss and consider a Resolution authorizing an agreement with American National Bank for financing for the purpose of city hall roof repairs located at 702 N. Highway 175, Seagoville, Texas in an amount of one hundred seventy-five thousand dollars (\$175,000.00) for the term of 4 years at a rate of 4.00% interest; authorizing the Interim City Manager to execute any and all necessary documents; and providing for an effective date.

BACKGROUND OF ISSUE:

During the FY 2016 Budget deliberations, staff advised City Council of the conditions of the city hall roof, more specifically the area over the Library. As part of the approval of the FY 2016 Budget, Council approved the first year of funding for the financing of the city hall roof repairs.

The proposed terms of the loan are as follows: loan amount: \$175,000.00, interest rate 4.00%, origination fee: 1% (\$1,750.00), terms: 48 monthly payments of principal and interest which is \$3,951.30, and attorney fee: \$395.00 (Adam & Bing, P.C.).

There is an origination fee due to the fact we are receiving a below market unsecured rate. Both the origination fee and attorney fee are one-time expenses.

FINANCIAL IMPACT:

\$47,415.60 budgeted in the General Fund which consists of principal and interest payments. Funding approved in the FY 2016 Budget. The origination fee of 1% (\$1,750.00) and the attorney fee of \$395.00 will be funded out of the General Fund Reserve Balance.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 48-R-15

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING AN AGREEMENT WITH AMERICAN NATIONAL BANK FOR FINANCING FOR THE PURPOSE OF CITY HALL ROOF REPAIRS LOCATED AT 702 N. HIGHWAY 175, SEAGOVILLE, TEXAS IN AN AMOUNT OF ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,00.00) FOR THE TERM OF FOUR (4) YEARS AT A RATE OF 4.00% INTEREST; AUTHORIZING THE INTERIM CITY MANAGER EXECUTE ANY AND ALL DOCUMENTS NECESSARY; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, numerous repair and patch attempts have been applied over the past eight years to repair extensive leaks that have occurred in the roof at city hall more specifically in the area directly over the Library in a general use area accessible by citizens and staff; and

WHEREAS, the City desires to protect the general health of staff and citizens, as well as, the Library's print collection; and

WHEREAS, the City Council during the FY 2016 budget deliberations approved the first year funding for the financing of repairs to city hall's roof;

WHEREAS, City staff has sought funding for the roof repairs and American National Bank has responded with a commitment letter to provide the funding;

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

SECTION 1. The City Council accepts the financing arrangement proposed by American National Bank and authorizes the Interim City Manager to enter into an agreement in an amount of one hundred seventy-five thousand dollars (\$175,00.00) for the term of four (4) years at a rate of 4.00% interest, a copy of which is attached hereto and incorporated herein as Exhibit "A"; with the origination fee of 1% or one thousand seven hundred fifty dollars (\$1,750.00) and attorney fee of three hundred ninety-five dollars (\$395.00 to be paid from the General Fund Reserve Balance,

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 5th day of October, 2015.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY



AMERICAN NATIONAL BANK OF TEXAS

www.anbtx.com

August 14, 2015

Mr. Patrick Harvey
City of Seagoville
702 N. Highway 175
Seagoville, Texas 75159

Re: Loan Request - \$175,000.00

Dear Patrick:

American National Bank has approved a loan request subject to the terms and conditions as outlined below:

Borrower:	City of Seagoville
Loan Amount:	\$175,000.00
Facility:	Finance improvements to the City Hall Building, Library and other City offices.
Collateral:	Unsecured
Interest Rate:	4.00%
Origination Fee:	1% fee (\$1,750.00)
Terms:	48 monthly payments of principal and interest (\$3,951.30)
Prepayment Penalty:	None

EXHIBIT "A"

Conditions: **The following conditions are required to be completed in advance (if applicable). These items must be reviewed by American National Bank before closing:**

- 1. A banking account will be established with American National Bank for the purpose of depositing the annual debt service requirements for this loan. The bank will set the loan payments on an automatic draft monthly from this account.**

Loan Agreement: **A Loan Agreement will govern the facility requirement that will include in part, the following:**

- 1. Annual Financial CPA Audited Report will be provided to bank within 150 days of the closing year end of the City of Seagoville Financial Condition.**

This commitment letter will expire on October 15, 2015.

The acceptance of these terms and conditions as they are presented may be acknowledged by signing below.

Sincerely,



**Deb Collett
Market Center President**

Agreed and Accepted by Borrower:

_____ **Date** _____

_____ **Date** _____

Agenda Item 12

Discuss and consider a Resolution awarding a bid to MDF Partners Ltd. d/b/a J & J Roofing Company for city hall roof repairs located at 702 N. Highway, Seagoville, Texas in an amount of one hundred and seventy-two thousand five hundred seventy-five dollars (\$172,575.00); authorizing the Interim City Manager to execute any and all necessary documents; and providing for an effective date.

BACKGROUND OF ISSUE:

Seagoville City Council approved within the 2015-2016 Budget to replace a 40 year old roof which was built in 1975 and later covered with a second roof, which was improperly installed thereby causing extensive leaks throughout City Hall and the Library. The only means of correcting the problem was by removing the existing roofs and replacing it with a new roof.

J & J Roofing Company performs this type of work for area municipalities and school districts. As an approved vendor with The Interlocal Purchasing System (TIPS) Program we were able to forego the sealed bid process. The type of roof being installed is a Modified Bitumen Roof System Flood and Gravel with a 30 year warranty. The scope of work will consist of removal of the existing roof(s) and replacement of a new roof.

The product manufacturer is The Garland Company. Scott Riddle with The Garland Company will be the Superintendent on the job. He will inspect the work as it is being performed to see their product is be installed per manufacturer specifications and for compliance of the 2012 International Building Code along with the 2012 International Energy Code. Following the completion of the work, The Garland Company will provide the City of Seagoville with a 30 year manufacturer's warranty.

FINANCIAL IMPACT:

See Agenda Item 11.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 49-R-15

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AWARDED A BID TO MDF PARTNERS, LTD. D/B/A J & J ROOFING COMPANY FOR CITY HALL ROOF REPAIRS LOCATED AT 702 N. HIGHWAY 175, SEAGOVILLE, TEXAS IN AN AMOUNT OF ONE HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS (\$172,575.00); AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, numerous repair and patch attempts have been applied over the past eight years to repair extensive leaks that have occurred in the roof at city hall more specifically in the area directly over the Library in a general use area accessible by citizens and staff; and

WHEREAS, the City desires to protect the general health of staff and citizens, as well as, the Library's print collection; and

WHEREAS, through The Interlocal Purchasing System (TIPS) Program, this item has been bid in accordance with all applicable bidding statutes and policies; and

WHEREAS, the City Council has determined MDF Partners, Ltd. d/b/a J & J Roofing Company met all bid specifications and is the lowest and most responsive bidders.

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

SECTION 1. The City Council awards a bid to MDF Partners, Ltd. d/b/a J & J Roofing Company in an amount of one hundred seventy-two thousand five hundred seventy-five dollars (\$172,575.00) for the purpose of city hall roof repairs, a copy of which is attached hereto and incorporated herein as Exhibit "A" and authorizes the Interim City Manager to execute any and all necessary documents.

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.

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DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 5th day of October, 2015.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

The Garland Company, Inc.

Roof Asset Management Program



City of Seagoville City Hall Roof Project

Prepared By
Scott Riddle

Prepared For
Ladis Barr

EXHIBIT "A"

July 28, 2015

Table of Contents

<i>City of Seagoville / Client Data</i>	3
<i>City Hall / Library / Facility Summary</i>	4
<i>Eagleview Package File - 11383896.PDF</i>	5
<i>City Hall / Library / Main - Upper - Section 3 / Construction Details</i>	17
<i>City Hall / Library / Main - Upper - Section 3 / Inspection: Jul 2, 2015</i>	18
<i>City Hall / Library / Main - Upper - Section 3 / Solution: Jul 6, 2015</i>	35
<i>Executive Summary</i>	37
<i>Cost Estimate</i>	38
<i>City of Seagoville Bid Tab Form CH & L Sheet1.pdf</i>	39
<i>City of Seagoville J&J Bid.pdf</i>	42
<i>City of Seagoville J&J 90 days.pdf</i>	45
<i>City of Seagoville Heritage One Bid.pdf</i>	46
<i>City of Seagoville. H1 90 days.pdf</i>	49
<i>City of Seagoville J Reynolds Bid.pdf</i>	50
<i>Priority Summary</i>	53
<i>Yearly Budget Summary</i>	54
<i>Work Summary</i>	55
<i>Warranty Summary</i>	56



Client Data

Client: City of Seagoville

Client Data			
Name	City of Seagoville		
Address 1	702 N Hwy 175	Address 2	-
City	Seagoville	State	Texas
ZIP	75159	Country	United States

Contact Info			
Contact Person	Ladis Barr	Title	Building Official / Fire Marshall
Mobile Phone:	-	Office Phone:	972-287-6829
Email:	lbarr@seagoville.us		



Facility Summary

Client: City of Seagoville

Facility: City Hall / Library

Facility Data

Address 1	702 N Hwy 175
Address 2	-
City	Seagoville
State	Texas
ZIP	75159
Type of Facility	Municipal
Contact Person	Ladis Barr

Asset Information

Name	Date Installed	Square Footage	Roof Access
Main - Upper - Section 3	1975	12,222	Ladder Needed



since 1895

ROOF MEASUREMENT REPORT

702 N Hwy 175, Seagoville, TX 75159

Report Contents



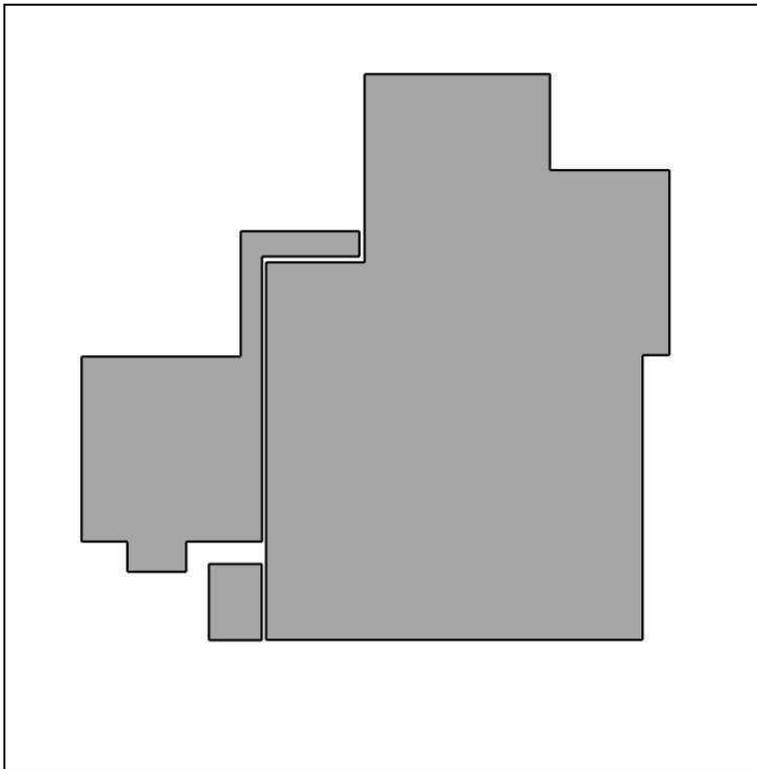
- Images1
- Length Diagram.....4
- Pitch Diagram.....5
- Area Diagram6
- Penetrations Diagram7
- Notes Diagram8
- Property Info.....9
- Report Summary.....10

Report Details

Date:	07/03/2015
Report:	11383896

Roof Details

Total Area:	15,064 sq ft
Total Roof Facets:	3
Predominant Pitch:	0/12
Number of Stories:	<=1
Total Ridges/Hips:	0 ft
Total Valleys:	0 ft
Total Rakes:	0 ft
Total Eaves:	46 ft
Total Penetrations:	11
Total Penetrations Perimeter:	205 ft
Total Penetrations Area:	256 sq ft



In this 3D model, facets appear as semi-transparent to reveal overhangs.

Contact Us

Contact: Scott Riddle
 Company: The Garland Company
 Address: 3800 East 91st
 Cleveland OH 44105
 Phone: 903-521-4110

Measurements provided by www.eagleview.com



Certified Accurate

www.eagleview.com/Guarantee.aspx

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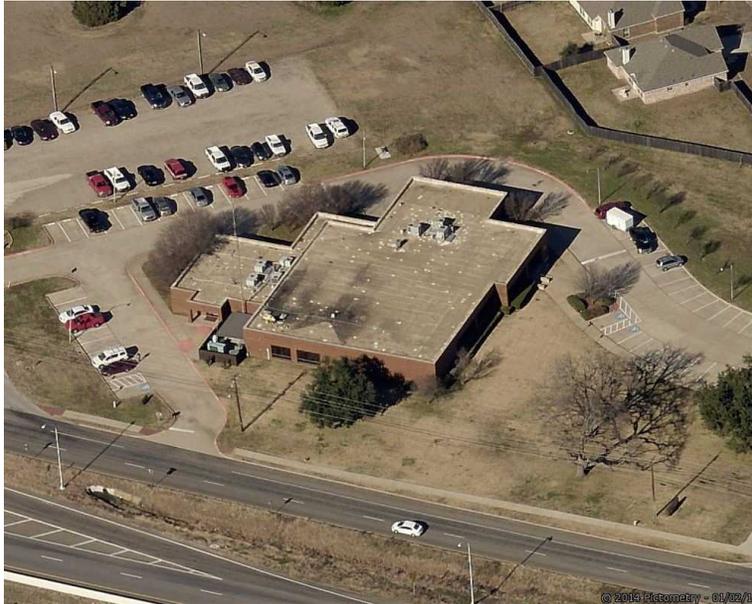
REPORT IMAGES

The following aerial images show different angles of this structure for your reference.



Top View

REPORT IMAGES



North View



East View

REPORT IMAGES



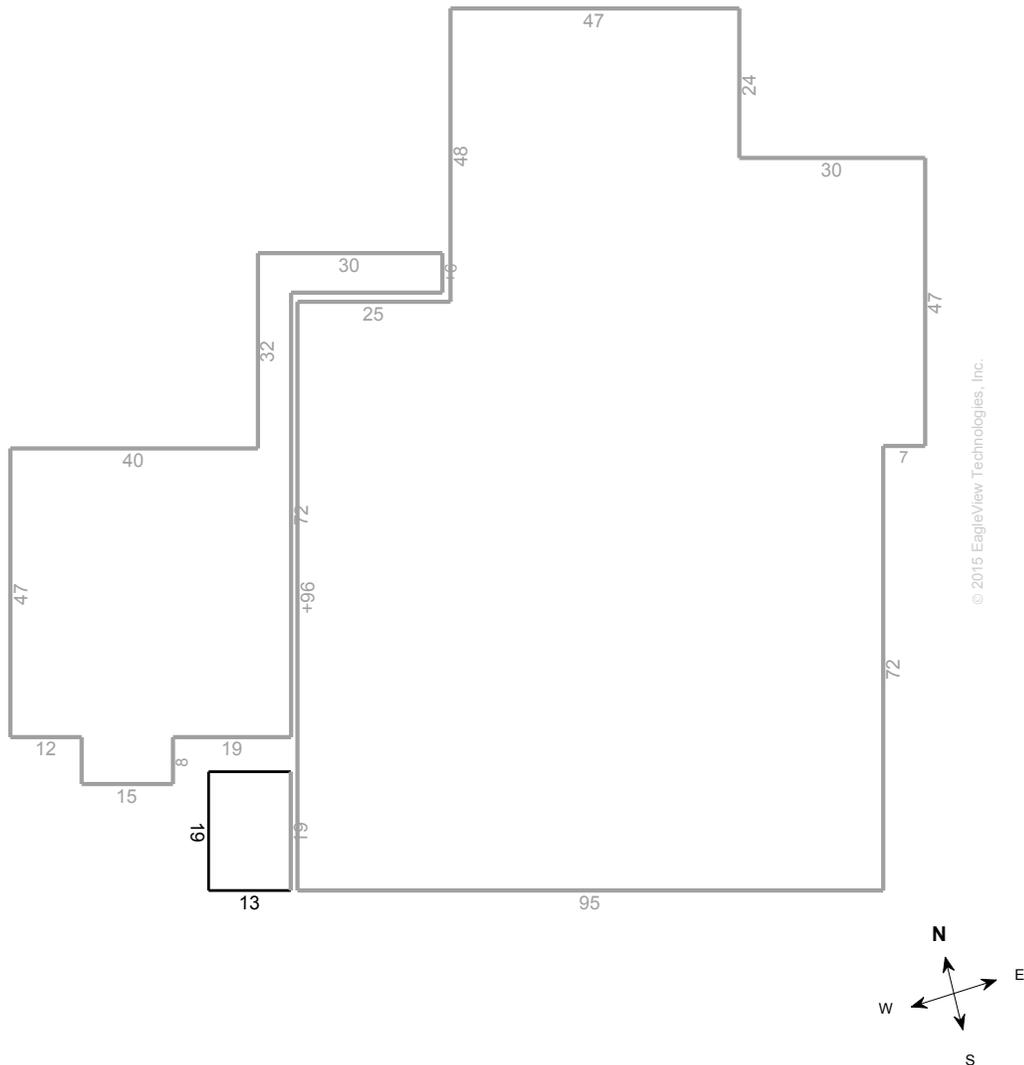
South View



West View

LENGTH DIAGRAM

Total Line Lengths: Ridges = 0 ft Valleys = 0 ft Flashing = 0 ft Eaves = 46 ft
 Hips = 0 ft Rakes = 0 ft Step flashing = 0 ft Parapets = 824 ft



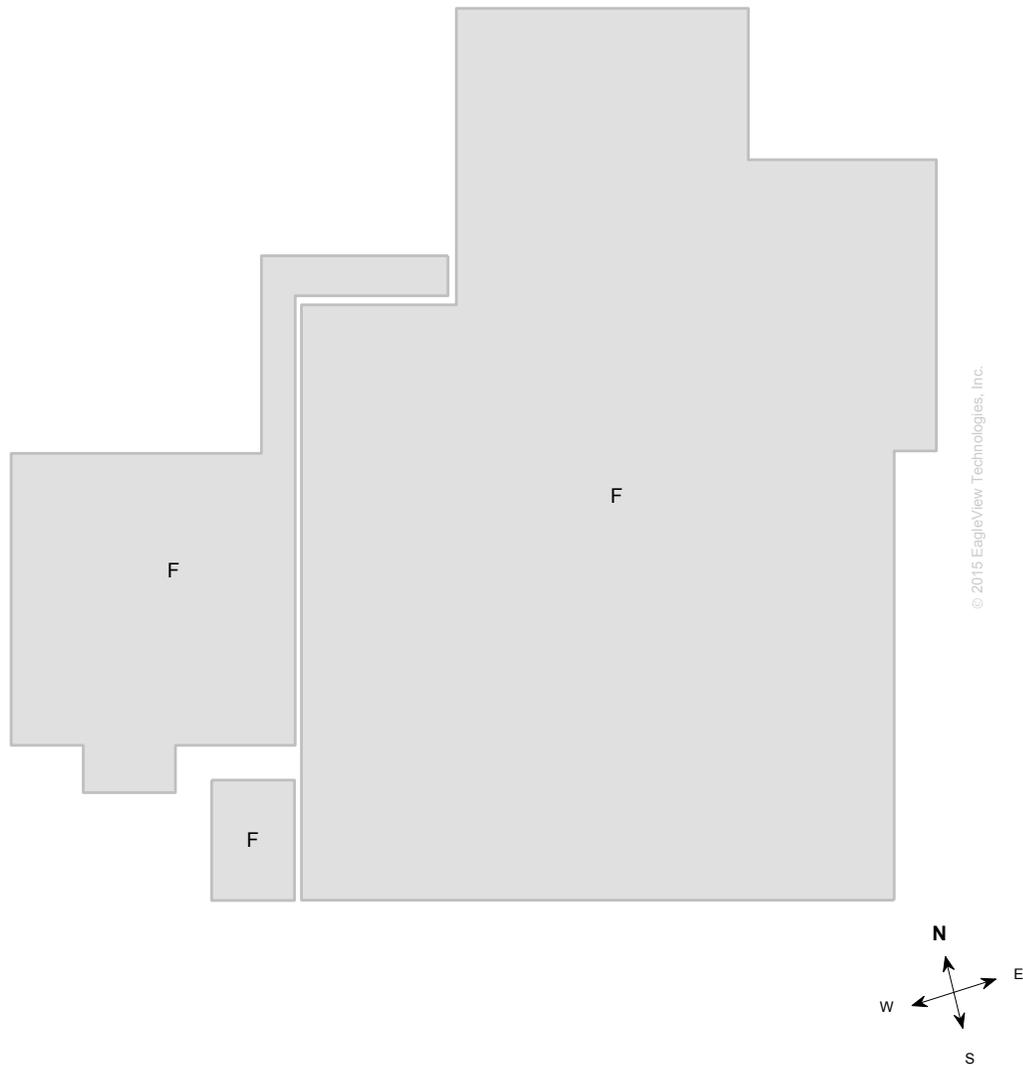
Note: This diagram contains segment lengths (rounded to the nearest whole number) over 5 feet. In some cases, segment labels have been removed for readability. Plus signs preface some numbers to avoid confusion when rotated (e.g. +6 and +9).

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PITCH DIAGRAM

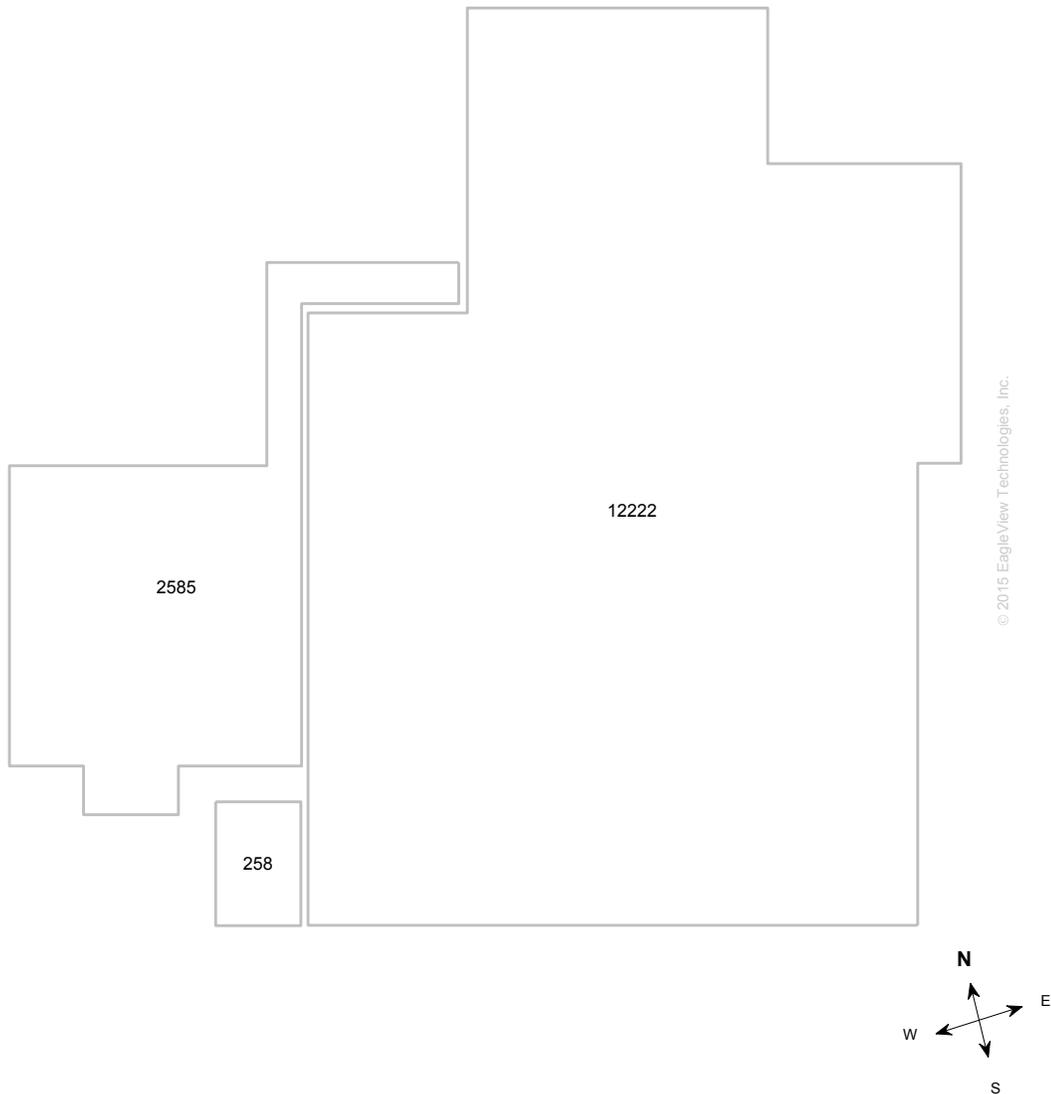
Pitch values are shown in inches per foot, and arrows indicate slope direction. The predominant pitch on this roof is 0/12.



Note: This diagram contains labeled pitches for facet areas larger than 20 square feet. In some cases, pitch labels have been removed for readability. Gray shading indicates flat, 1/12 or 2/12 pitches. If present, a value of "F" indicates a flat facet (no pitch).

AREA DIAGRAM

Total Area = 15,064 sq ft, with 3 facets.



Note: This diagram shows the square feet of each roof facet (rounded to the nearest foot). The total area in square feet, at the top of this page, is based on the non-rounded values of each roof facet (rounded to the nearest square foot after being totaled).

PENETRATIONS

Penetrations Notes Diagram

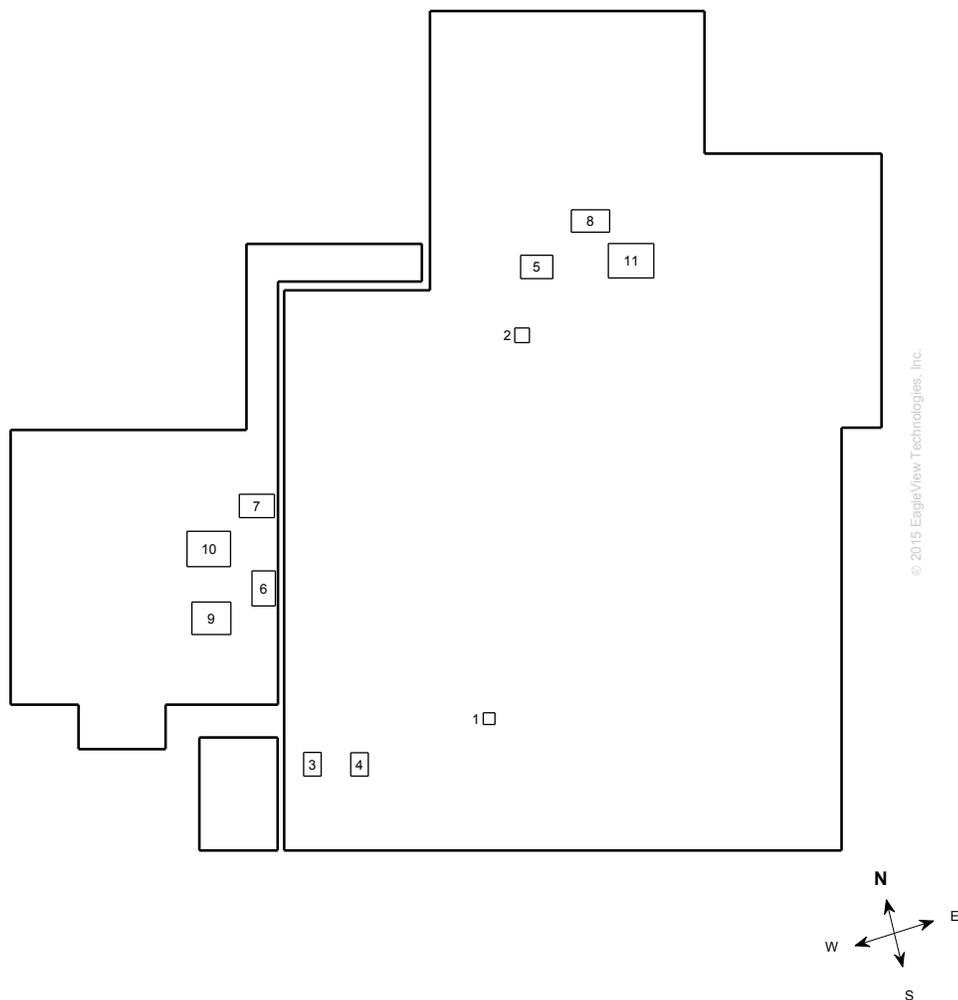
Penetrations are labeled from smallest to largest for easy reference.

Total Penetrations: 11

Total Penetrations Perimeter = 205 ft

Total Penetrations Area: 256 sq ft

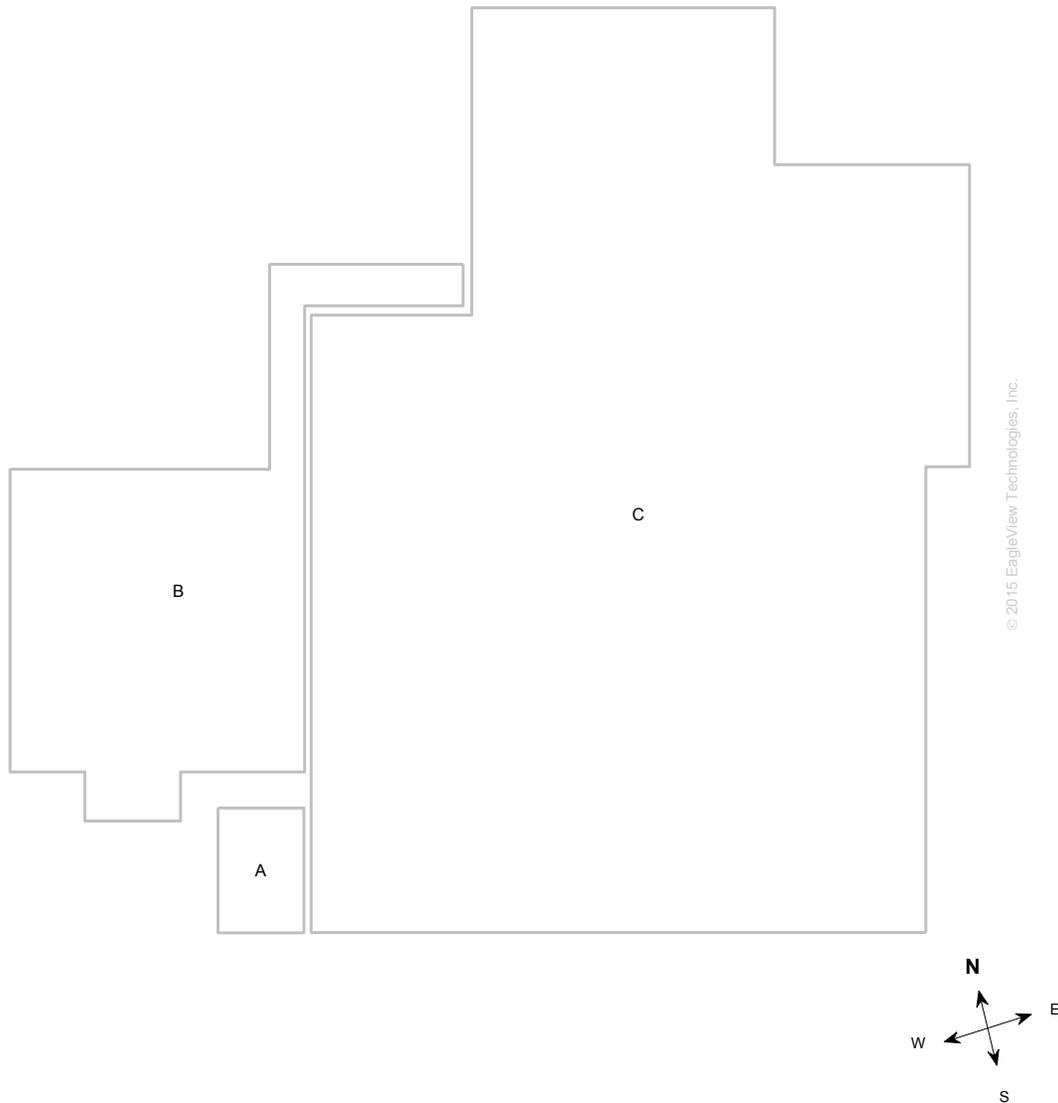
Total Roof Area Less Penetrations = 14,808 sq ft



Note: Any measured penetration smaller than 3x3 feet may need field verification. Accuracy is not guaranteed. The total penetration area is not subtracted from the total roof area.

NOTES DIAGRAM

Roof facets are labeled from smallest to largest (A to Z) for easy reference.



Property Info



Property Location

Longitude = -96.5413501

Latitude = 32.6492898

Online map of property:

http://maps.google.com/maps?f=g&source=s_q&hl=en&geocode=&q=702+N+Hwy+175,Seagoville,TX,75159

Property Info

Year Built:

Effective Year Built: *

*



Notes

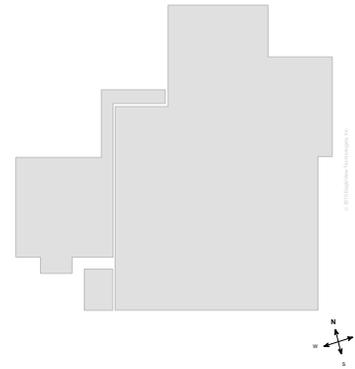
This was ordered as a commercial property. There were no changes to the structure in the past four years.

REPORT SUMMARY

Below is a measurement summary using the values presented in this report.

Lengths, Areas and Pitches

Ridge	0 ft (0 Ridges)
Hips.....	0 ft (0 Hips)
Valleys	0 ft (0 Valleys)
Rakes*	0 ft (0 Rakes)
Eaves/Starter**	46 ft (3 Eaves)
Drip Edge (Eaves + Rakes).....	46 ft (3 Lengths)
Parapet Walls.....	824 ft (23 Lengths)
Flashing	0 ft (0 Lengths)
Step Flashing	0 ft (0 Lengths)
Total Area	15,064 sq ft
Total Penetrations Area.....	256 sq ft
Total Roof Area Less Penetrations	14,808 sq ft
Total Penetrations Perimeter.....	205 ft
Predominant Pitch.....	0/12



Total Roof Facets = 3

*Rakes are defined as roof edges that are sloped (not level).

** Eaves are defined as roof edges that are not sloped and level.

Areas per Pitch

Roof Pitches	0/12
Area (sq ft)	15064.4
% of Squares	100%

The table above lists each pitch on this roof and the total area and percent (both rounded) of the roof with that pitch.

Waste Calculation Table

Waste %	0%	10%	12%	15%	17%	20%	22%
Area (sq ft)	15,064	16,570	16,872	17,324	17,625	18,077	18,378
Squares	150.6	165.7	168.7	173.2	176.2	180.8	183.8

This table shows the total roof area and squares (rounded up to the nearest decimal) based upon different waste percentages. The waste factor is subject to the complexity of the roof, individual roofing techniques and your experience. Please consider this when calculating appropriate waste percentages. Note that only roof area is included in these waste calculations. Additional materials needed for ridge, hip, valley, and starter lengths are not included.

Parapet Calculation Table

Wall Height (ft)	1	2	3	4	5	6	7
Vertical Wall Area (sq ft)	824	1648	2472	3296	4120	4944	5768

This table provides common parapet wall heights to aid you in calculating the total vertical area of these walls. Note that these values assume a 90 degree angle at the base of the wall. Allow for extra materials to cover cant strips and tapered edges.



ROOF MEASUREMENT REPORT

Penetration Table	1	2	3-4	5	6-7	8	9	10	11
Area (sq ft)	4	6.2	12	22	24	25.2	36.7	44.4	45.5
Perimeter (ft)	8	10	14	19	20	20.8	24.4	26.8	27.2

Any measured penetration smaller than 3x3 feet may need field verification. Accuracy is not guaranteed. The total penetration area is not subtracted from the total roof area.



Construction Details

Client: City of Seagoville

Facility: City Hall / Library

Roof Section: Main - Upper - Section 3

Information

Year Installed	1975	Square Footage	12,222
Slope Dimension	< 1%	Eave Height	15
Roof Access	Ladder Needed	System Type	PUF
		Contractor	City of Seagoville Ladis Barr 972-287-6829 (Office) lbarr@seagoville.us

Assembly

Roof #	Layer Type	Description	Attachment	R-Value	Thickness
1	Deck		Adhesive	-	-
1	Insulation		Adhesive	-	-
1	Membrane		Adhesive	-	-
1	Membrane	Sprayed in place polyurethane foam (PUF)	Adhesive	3	1.5 - 3"

Details

Drain System	Internal Roof Drains
Parapet Wall	Brick
Coping Cap	Metal

Inventory

Inventory Type	Quantity
HVAC	1
Drain	1



Inspection Report

Client: City of Seagoville

Facility: City Hall / Library

Report Date: 07/02/2015

Roof Section: Main - Upper - Section 3

Inspection Information

Inspection Date	07/02/2015	Core Data	Yes
Inspection Type	Visual Inspection	Leakage	Yes
Deck Conditions	Unknown		

Flashing Conditions

Perimeter	Failed	Wall	Poor
Projections	Poor	Counterflashing	N/A

Miscellaneous Details

Reglets	N/A	Debris	Yes
Control Expansion Joints	N/A	Ponding Water	Substantial
Parapet Wall	Failed	Coping Joints	Failed

Perimeter

Rating	Poor
Condition	The perimeter of the roof is a parapet wall. The wall has been coated with SPUF.

Field

Rating	Failed
Condition	The field of the roof has failed in multiple locations through out the surface of the roof. There are hundreds of blisters present and at least 100 repairs have been made to the membrane.

Penetrations

Rating	Failed
Condition	The penetrations in the roof are on curbs that have been sprayed with PUF. The foam has failed.

Drainage	
Rating	Poor
Condition	The drainage of the roof is very poor. The slop that exist does not allow water to migrate to the internal drains in 4 of the 7 drains. The roof has standing water - ponding in two main areas. This causes more damage to the roof membrane. When replaced, the roof will have to be sloped using tapered insulation.

Other	
Rating	Failed
Condition	Five core samples of the roof were taken to evaluate construction and how the roof is sloped. It was determined that the steel deck is basically level in the Main section and the slope that is present is from the SPUF.

Overall	
Rating	Failed
Condition	<p>The overall condition of the roof over the City Hall and Library is poor. The roof has failed – Leaks in several locations. The roof needs to be replaced as soon as possible.</p> <p>The roof consist of a two roofs over a metal deck. The first roof is a asphalt built-up roof with gravel surfacing . The second roof is a sprayed in place polyurethane foam with latex coating and granules.</p>



Photo 1

The following photos are an overview of the Main - High Roof over the City Hall and Library.



Photo 2

Overview #2



Photo 3

Overview #3



Photo 4

Overview #4

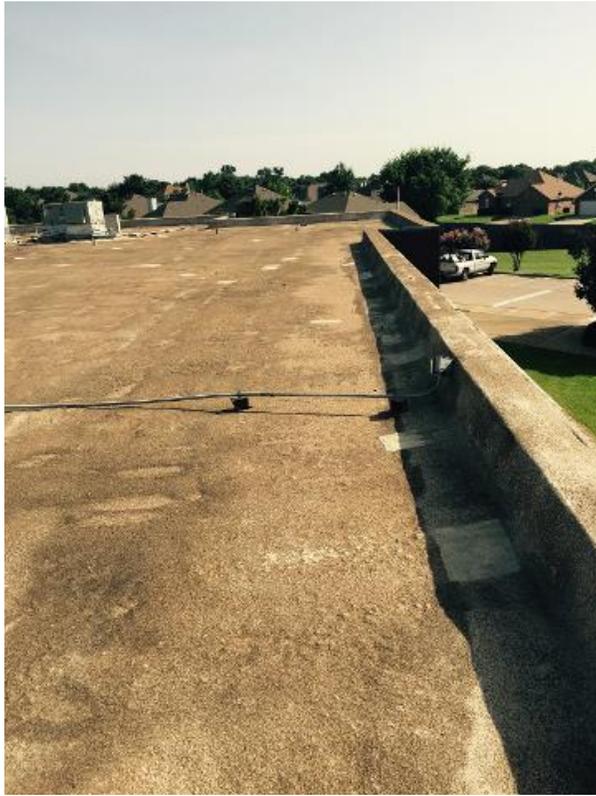


Photo 5

Overview #5



Photo 6

Photo of a drain on the south end of the building. Note that the drain is out of the water line.



Photo 7

Photo of ponding water and stains in front of a drain on the south end of the building. Note that the drain is out of the water line. The lighter areas in the photo are blisters. The darkest areas indicate ponding water.



Photo 8

Photo shows advanced membrane deterioration due to ponding water.



Photo 9

Photo of additional ponding water on the south end of the building.



Photo 10

Overview photo of the north end of the building. Note blisters and repairs.



Photo 11

North end overview.



Photo 12

North end overview.



Photo 13

North end overview.



Photo 14

Photo of equipment that will have to be raised during replacement.



Photo 15

I would recommend replacement of the gas lines. Removal of the PUF will disturb the connections in the gas line and could possibly cause gas leaks.



Photo 16

All of these curbs must be raised to a minimum of 8" above the new roof line.



Photo 17

All of these curbs must be raised to a minimum of 8" above the new roof line.



Photo 18

Package unit should be put on a mechanical stand. The electrical lines should be in equipment boxes.



Photo 19

This drain is several inches above the water line.



Photo 20



Photo 21

This is a core sample of the original roof mopped directly to the metal deck. First time I have ever seen that in my 25+ years experience.



Photo 22



Photo 23

Core taken from the east side of the building. BUR was mopped directly to the deck.



Photo 24

East side core.



Photo 25

West side core.



Photo 26

West side core.



Photo 27

Photo of lower roof on the back side of City Hall. Note ponding water. Drains were not properly sumped.



Photo 28

Photo shows the roof system holds water and is stained.



Photo 29

Photo of lower roof. Note staining.



Solution Options

Client: City of Seagoville

Facility: City Hall / Library

Roof Section: Main - Upper - Section 3

Replace Options

Solution Option:	Replace	Action Year:	2015
Square Footage:	12,222	Expected Life Years:	30
Budget Range:	\$170,000.00 - \$172,575.00		

City of Seagoville Scope of Work for Library and City Hall Roof Replacement:

Deck and Insulation System:

1. Remove both existing roofs and flashing down to the substrate.
2. Inspect metal deck for defects.
3. Replace highly deteriorated decking if necessary. Match existing.
4. At rusted decking areas power brush with wire brush and apply rust inhibitor as needed.
5. Mechanically fasten polyisocyanurate insulation Using ASCE-7 standards.
6. Adhere 1/8" polyisocyanurate tapered insulation system set in ASTM D-312 Type IV asphalt.
7. Adhere 1/2" wood fiber – asphalt coated 6 sides.

Total insulation system must me IBC-2012 – R-20 average and meet ASCE-7

8. Add 4' sumps at all drains – Either Membrane Option.
9. Repair parapet wall interior as needed.

BID ITEM 1 – MEMBRANE OPTION ONE: BUILT UP / MODIFIED BITUMEN 30 Year Warranty

1. Set two (2) plies of Type IV glass in Type IV asphalt - Generic
2. Set VersiPly 40 in Type IV asphalt – Generic
3. Install ice and water shield up and over the parapet walls.
4. Install two (2) ply torch grade flashing system
5. Raise curbs, penetrations, and parapets as needed to be a minimum of 8" above finished roof line.
6. Install stainless steel pitch pans with bonnets/pipe hoods
7. Install new coping cap.
8. Install 4 lb. lead in drains and soil stacks.

9. Install 60 lb. per 100 sq. ft. generic type IV flood and 400 lbs. gravel roof - after inspection.

Bid Item 2: ALTERNATE #1 – MEMBRANE OPTION 2: TPO 20 year warranty

1. Remove both existing roofs and flashing down to the substrate.
2. Inspect metal deck for defects.
3. Replace highly deteriorated decking if necessary. Match existing.
4. At rusted decking areas power brush with wire brush and apply rust inhibitor as needed.
5. Insulation System: Mechanically fasten polyisocyanurate insulation.
6. Adhere 1/8" polyisocyanurate tapered insulation system in manufacturers recommended adhesive.
7. Adhere 1/4" Securock set in manufacturers recommended adhesive.

Total insulation system must me IBC-2012 – R-20 average and meet ASCE- 7 requirements.

8. Set 60 mil generic TPO FB in manufacturers cold adhesive.
9. Follow manufacturers guidelines for flashing of curbs, vents, soil stacks, walls.

ALTERNATE #2 – Add Tri laminate reinforced base sheet set in generic Type IV asphalt prior to installation of the TPO membrane.

PERIMETER METAL: All Options

1. Install 24 ga. Kynar 500 coated R-MER flat stock metal coping cap using standing seams at joints.



Executive Summary

Client: City of Seagoville

Facility *	Asset *	System Type	Age(years)	Square Footage	Leakage	Rating	Recommendation	Action Year
City Hall / Library	Main - Upper - Section 3	PUF	40	12,222	Yes	Failed	Replace	2015
City Hall / Library Total:				12,222				
Client Total:				12,222				



Cost Estimate

Client: City of Seagoville

Facility *	Asset *	System Type	Square Footage	Recommendation	Action Year	Cost Estimate
City Hall / Library	Main - Upper - Section 3	PUF	12,222	Replace	2015	\$171,287.50
City Hall / Library Total:			12,222			\$171,287.50
Client Total:			12,222			\$171,287.50

****Note:** This report may contain numbers which have been derived as an average from a budget range. Please refer to solution reports to see the full budget range and details.

DOCUMENT 00300

BID PROPOSAL FORM

PROJECT: City of Seagoville
City Hall / Library
702 N. HWY 175
Seagoville, TX 75159

PLACE: 702 N. Hwy 175
Seagoville, TX 75159

Pre-Bid July 16, 2015

Bids Due: July 22, 2015 by 2:00 PM

TO: Dara Crabtree, City Secretary

EMAIL: dcrabtree@seagoville.us

BIDDER: MDF PARTNERS LTD. d/b/a
J & J ROOFING COMPANY
5215 LAWNVIEW AVE.
DALLAS, TEXAS 75227
214-381-1131

Pursuant to and in compliance with the proposed Contract Documents dated July 16 2015, relating to the above referenced project, the undersigned, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and Addenda thereto, for the following sum of money:

1. BID ITEM #1: (Re-roofing City Hall and Library - 30 YR BUR)

All labor, materials, services, and equipment necessary for completion of the work shown on the drawings as Bid Item 1 and in the Specifications.

ONE HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED SEVENTY FIVE-----

DOLLARS (\$ 172,575.00)

(Amount in Words Governs)

2. BID ITEM #2: (15 YR TPO)

All labor, materials, services, and equipment necessary for completion of the work as indicated in Alternate #1.

ONE HUNDRED SEVENTY THOUSAND SEVEN HUNDRED SIXTY THREE -----

DOLLARS (\$ 170,763.00)

DOCUMENT 00300

BID PROPOSAL FORM

(Amount in Words Governs)

3. BID ITEM #3: (15 YR TPO - Add / Alternate Tri Laminated Base Sheet)

All labor, materials, services, and equipment necessary for completion of the work as indicated in Alternate #2.

ONE HUNDRED NINETY TWO THOUSAND FIVE HUNDRED SEVENTY FIVE -----

----- DOLLARS (\$ 192,575.00)

4. UNIT PRICES: The undersigned agrees, in case of variation of quantities from those shown or specified, the following unit prices will be used in adjusting the Contract price. If additional quantities are authorized in advance by the Owner. The following amount will be added to the Contract:

a. Cost per sq ft metal deck repair	\$ 3.00
b. Cost per sq ft for metal deck replacement	\$ 5.00

5. The undersigned agrees to the following:

- a. To furnish all labor and materials as shown and specified.
- b. To complete: Bid Item #1 in 21 calendar days.
- c. To complete: Bid Item #2 in 21 calendar days
- d. To work 5 working days per week.
- e. Start date: 08/31/2015

4. Receipt is acknowledged of the following addenda:

No. <u>N/A</u>	Dated _____
No. <u>N/A</u>	Dated _____

5. The Bidder attest and affirms that he and his subcontractors are skilled and experienced in the use and interpretation of plans, specifications, addenda and related Bid Documents and, that he has carefully reviewed the plans, specifications, addenda and related Bid Documents for this project and has found them to be free of conflicts and/or ambiguities and sufficient for bidding and construction purposes. Further, he has carefully examined the soils reports and the site of the work, and, through his own personal observations, has satisfied himself as to the nature, location and requirements of the work; the character, quality and quantity of materials required; the difficulties likely to be encountered; the other items and/or conditions which may affect the satisfactory performance of the

DOCUMENT 00300

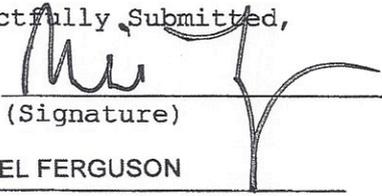
BID PROPOSAL FORM

work. He has based his bid solely on these documents, and personal observations, and has not relied in any way on any explanation or interpretation, oral or written, from any source other than those written and issued by the Owner.

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all informalities.

Respectfully Submitted,

By:



(Signature)

Date JULY 22, 20 15

MICHAEL FERGUSON

(Print)

5215 LAWNVIEW AVE.,

(Address)

PRESIDENT

(Title)

DALLAS, TEXAS 75227

(City, State Zip)



5215 Lawnview Ave.
Dallas, Texas 75227
(214) 381-1131
Fax (214) 381-1193

"Since 1946"

July 28, 2015

The Garland Company
333 East Greenbriar Ln. #1421
Dallas, TX 75203

Attn: Scott Riddle

Re: City of Seagoville Roofing Project

Scott,

Per our conversation, the pricing we submitted for the City of Seagoville project is good and will be held for 90 days.

Additionally, we bid the TPO roofing option with a 20-year warranty duration.

If you have any more questions, please don't hesitate to call.

Sincerely,

Michael Ferguson
President

DOCUMENT 00300

BID PROPOSAL FORM

PROJECT: City of Seagoville
City Hall / Library
702 N. HWY 175
Seagoville, TX 75159

PLACE: 702 N. Hwy 175
Seagoville, TX 75159

Pre-Bid July 16, 2015

Bids Due: July 22, 2015 by 2:00 PM

TO: Dara Crabtree, City Secretary

EMAIL: dcrabtree@seagoville.us

BIDDER: Heritage One Roofing
3217 Halifax St
Dallas TX 75247

Pursuant to and in compliance with the proposed Contract Documents dated July 16 2015, relating to the above referenced project, the undersigned, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and Addenda thereto, for the following sum of money:

1. BID ITEM #1: (Re-roofing City Hall and Library - 30 YR BUR)

All labor, materials, services, and equipment necessary for completion of the work shown on the drawings as Bid Item 1 and in the Specifications.

One Hundred Eighty Four Thousand & 00/100

DOLLARS (\$ 184,000.00)

(Amount in Words Governs)

2. BID ITEM #2: (15 YR TPO)

All labor, materials, services, and equipment necessary for completion of the work as indicated in Alternate #1.

One Hundred Seventy Thousand & 00/100

DOLLARS (\$ 170,000.00)

DOCUMENT 00300

BID PROPOSAL FORM

(Amount in Words Governs)

3. BID ITEM #3: (15 YR TPO - Add / Alternate Tri Laminated Base Sheet)

All labor, materials, services, and equipment necessary for completion of the work as indicated in Alternate #2.

NA

_____ DOLLARS (\$ _____)

4. UNIT PRICES: The undersigned agrees, in case of variation of quantities from those shown or specified, the following unit prices will be used in adjusting the Contract price. If additional quantities are authorized in advance by the Owner. The following amount will be added to the Contract:

- a. Cost per sq ft metal deck repair \$ 7.00
- b. Cost per sq ft for metal deck replacement \$ 12.00

5. The undersigned agrees to the following:

- a. To furnish all labor and materials as shown and specified.
- b. To complete: Bid Item #1 in 30 calendar days.
- c. To complete: Bid Item #2 in 30 calendar days
- d. To work 5 working days per week.
- e. Start date: TBD

4. Receipt is acknowledged of the following addenda:

No. NA Dated _____
No. _____ Dated _____

5. The Bidder attest and affirms that he and his subcontractors are skilled and experienced in the use and interpretation of plans, specifications, addenda and related Bid Documents and, that he has carefully reviewed the plans, specifications, addenda and related Bid Documents for this project and has found them to be free of conflicts and/or ambiguities and sufficient for bidding and construction purposes. Further, he has carefully examined the soils reports and the site of the work, and, through his own personal observations, has satisfied himself as to the nature, location and requirements of the work; the character, quality and quantity of materials required; the difficulties likely to be encountered; the other items and/or conditions which may affect the satisfactory performance of the

DOCUMENT 00300

BID PROPOSAL FORM

work. He has based his bid solely on these documents, and personal observations, and has not relied in any way on any explanation or interpretation, oral or written, from any source other than those written and issued by the Owner.

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all informalities.

Respectfully Submitted
By: *Vince O'Hanlon*
(Signature)

Date July 22 20 15

Vince O'Hanlon
(Print)

3217 Hal. Fax St
(Address)

P.M.
(Title)

Dallas TX 75247
(City, State Zip)

Tips Contract # 02042315



Date: July 27, 2015

To: City of Seagoville

From: Vince O'Hanlon

Re: Library and City Hall Re-Roof Project

Per our conversation, the pricing we submitted for the City of Seagoville Library and City Hall Reroof project is good for 90 days from the date of bid. The Carlisle TPO roof I bid does qualify for a 20 Year Manufacturer Warranty.

Please call with any questions or concerns. Thank you for the opportunity to bid the City's roof project.

Sincerely,

Vince O'Hanlon

Vince O'Hanlon
Project Manager
Heritage One Roofing, Inc.

DOCUMENT 00300

BID PROPOSAL FORM

PROJECT: City of Seagoville
City Hall / Library
702 N. HWY 175
Seagoville, TX 75159

PLACE: 702 N. Hwy 175
Seagoville, TX 75159

Pre-Bid July 16, 2015

Bids Due: July 22, 2015 by 2:00 PM

TO: Dara Crabtree, City Secretary

EMAIL: dcrabtree@seagoville.us

BIDDER: J Reynolds & Co., Inc.

369 Sansom Blvd.

Saginaw, TX 76179

Pursuant to and in compliance with the proposed Contract Documents dated July 16 2015, relating to the above referenced project, the undersigned, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and Addenda thereto, for the following sum of money:

1. BID ITEM #1: (Re-roofing City Hall and Library - 30 YR BUR)

All labor, materials, services, and equipment necessary for completion of the work shown on the drawings as Bid Item 1 and in the Specifications.

Two Hundred Six Thousand Fifty-Five and no/100's

DOLLARS (\$ 206,055.00)

(Amount in Words Governs)

2. BID ITEM #2: (15 YR TPO)

All labor, materials, services, and equipment necessary for completion of the work as indicated in Alternate #1.

One Hundred Eighty Thousand Four Hundred Fifty-Seven and no/100's

DOLLARS (\$ 180,457.00)

DOCUMENT 00300

BID PROPOSAL FORM

(Amount in Words Governs)

3. BID ITEM #3: (15 YR ~~XXX~~ - Add / Alternate Tri Laminated Base Sheet)
PVC (Fleeceback)

All labor, materials, services, and equipment necessary for completion of the work as indicated in Alternate #2.

Two Hundred Ten Thousand Seven Hundred Sixty-Three and no/100's

DOLLARS (\$ 210,763.00)

4. UNIT PRICES: The undersigned agrees, in case of variation of quantities from those shown or specified, the following unit prices will be used in adjusting the Contract price. If additional quantities are authorized in advance by the Owner. The following amount will be added to the Contract:

a.	Cost per sq ft metal deck repair	\$ 375.00/Ft.
b.	Cost per sq ft for metal deck replacement	\$ 750.00/Ft.

5. The undersigned agrees to the following:

- a. To furnish all labor and materials as shown and specified.
- b. To complete: Bid Item #1 in 28 calendar days.
- c. To complete: Bid Item #2 in 28 calendar days
- d. To work 6 working days per week.
- e. Start date: Within 3 weeks of awarding the business .

4. Receipt is acknowledged of the following addenda:

No. 1. Dated 7/20/15
No. _____ Dated _____

5. The Bidder attest and affirms that he and his subcontractors are skilled and experienced in the use and interpretation of plans, specifications, addenda and related Bid Documents and, that he has carefully reviewed the plans, specifications, addenda and related Bid Documents for this project and has found them to be free of conflicts and/or ambiguities and sufficient for bidding and construction purposes. Further, he has carefully examined the soils reports and the site of the work, and, through his own personal observations, has satisfied himself as to the nature, location and requirements of the work; the character, quality and quantity of materials required; the difficulties likely to be encountered; the other items and/or conditions which may affect the satisfactory performance of the

DOCUMENT 00300

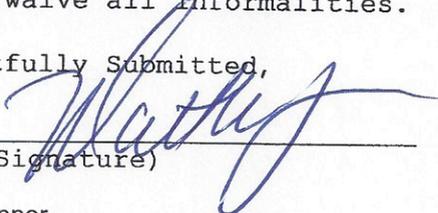
BID PROPOSAL FORM

work. He has based his bid solely on these documents, and personal observations, and has not relied in any way on any explanation or interpretation, oral or written, from any source other than those written and issued by the Owner.

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all informalities.

Respectfully Submitted,

By:


(Signature)

Date July 21st, 20 15

Matt Skipper

(Print)

369 Sansom Blvd

(Address)

President

(Title)

Saginaw, TX 76179

(City, State Zip)



Priority Summary

Client: City of Seagoville

Facility *	Asset *	System Type	Age(years)	Leakage	Rating
Failed					
City Hall / Library	Main - Upper - Section 3	PUF	40	Yes	Failed



Yearly Budget Summary

Client: City of Seagoville

Facility *	Asset *	Recommendation	Cost	Expected Life
Year: 2015				
City Hall / Library	Main - Upper - Section 3	Replace	\$171,287.00	30 Year(s)
Total for 2015:			\$171,287.00	

****Note:** This report may contain numbers which have been derived as an average from a budget range. Please refer to solution reports to see the full budget range and details.



Work Summary

Client: City of Seagoville

Facility *	Asset *	Type	Status	Date Completed	Proj./Actual Cost	Contractor
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Warranty Summary

Client: City of Seagoville

Facility *	Title	Type	Issuer	IssueDate	Expiration Date	Warranty #
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"Since 1946"

Mr. Ladis Barr
City of Seagoville
702 N. Hwy 175
Seagoville, TX 75159

RE: Scope of Work for installation of Roof Replacement Project at
City Hall / Library Roofs

Dear Mr. Barr

It is our pleasure to offer our services to the City of Seagoville. The following is a scope of work for the project.

Roof System Scope of Work:

1. Remove both existing roofs and flashing down to the substrate.
2. Inspect metal deck for defects.
3. Replace highly deteriorated decking if necessary. Match existing.
4. At rusted decking areas power brush with wire brush and apply rust inhibitor as needed.
5. Mechanically fasten polyisocyanurate insulation Using ASCE-7 standards.
6. Adhere 1/8" polyisocyanurate tapered insulation system set in ASTM D-312 Type IV asphalt at a rate of 30 lbs. per 100 sq. ft. Provide crickets in front of AC units as needed.
7. Adhere 1/2" wood fiber – asphalt coated 6 sides, set in ASTM D-312 Type IV asphalt at a rate of 30 lbs. per 100 sq. ft.
Total insulation system will meet IBC-2012 – R-20 average and ASCE-7. (Actual R-Value average is 24.5+)
8. Add 4' sumps at all drains.
9. Repair parapet wall interior as needed.
10. Set two (2) plies of ASTM D-2378 Type IV glass in Type IV ASTM D-12 asphalt at a rate of 25 lbs. per 100 sq. ft.
11. Set VersiPly 40 Type III smooth surfaced modified bitumen sheet in ASTM D-312 Type IV asphalt at a rate of 35 lbs. per 100 sq. ft.
12. Install ice and water shield up and over the parapet walls.
13. Install two (2) ply torch grade flashing system
14. Raise curbs, penetrations, and parapets as needed to be 8" minimum above finished roof line.
15. Install stainless steel pitch pans with bonnets/pipe hoods
16. Install new 24 gauge kynar finished coping cap. Color chosen by owner.
17. Install 4 lb. lean in drains and soil stacks.

18. Install 60 lb. of ASTM Type IV asphalt per 100 sq. ft. flood coat and simultaneously broadcast 400 / 500 lbs. gravel roof - after Garland approval of the new roof surface.
19. Complete punch list by Garland representative, if any.
20. Provide 30 year (20 Plus 10) Edge to Edge Garland warranty.

The Superintendent on the project will be Jerry Ayers

Our estimated time of completion will be 20 working days.

If you have any questions please feel free to call me.

Sincerely,

Michael Ferguson
President



THE GARLAND COMPANY, INC.

HIGH-PERFORMANCE BUILDING ENVELOPE SOLUTIONS

3800 East 91st Street • Cleveland, Ohio 44105-2197
Phone: (216) 641-7500 • Fax: (216) 641-0633
Nationwide: 1-800-321-9336
www.garlandco.com

Mr. Ladis Barr
City of Seagoville
702 N. Hwy 175
Seagoville, TX 75159

Scott Riddle

333 E. Greenbriar Lane #1421
Dallas, TX 75203
E-mail: sriddle@garlandind.com
Mobile: 903-521-4110

RE: City of Seagoville, Roof Project – City Hall and Library

Dear Mr. Barr

As per our discussion, the following is providing you with a detailed account of my involvement in the City of Seagoville – City Hall and Library Roof Project to date and going forward.

- 1) **Roof Evaluation:** Including visual inspection, destructive testing – core analysis of existing roof system to determine construction and condition, assessment of drainage, measurements of the deck from the underside to determine if any slope is build into the deck, drawings through Eagle View, photos of current conditions, and recommendations. Summary of work.
- 2) Development of a scope of work for a base bid and alternate roof system.
- 3) Pre-proposal meeting held with three TIPS member contractors and Mr. Ladis Barr. The bids were returned from contractors directly to Ms. Dara Crabtree.
- 4) Evaluation of contractor proposals with Mr. Barr and Ms. Crabtree.
- 5) **Going Forward:** We will hold a pre-construction meeting with Mr. Barr and the selected contractor. The purpose of the meeting is to go over work schedules, possible conflicts with work and City functions/employees/guests, material staging, safety, start date, planning, etc.
- 6) I will be on site three (3) of every five (5) working days for project quality control, to answer technical questions, and make observations. A brief



account of the work will be sent to Mr. Barr after each site visit with photos of progress/concerns.

- 7) At substantial completion, a written punch list, if any, will be performed.
- 8) Inspection of corrective action.
- 9) The Garland Company will issue the Warranty after full payment to the contractor. A 20 year plus 10 year edge-to-edge warranty will be issued.
- 10) Yearly inspections will be done by The Garland Company with written reports.

Thank you for choosing The Garland Company to manage your roofing project. I look forward to working with you for many years.

Scott Riddle

Scott Riddle

The Garland Company

The Garland Company, Inc.®

Thirty (30) Year High-Performance Edge-to-Edge No Dollar Limit (NDL) Warranty

Owner Name: SAMPLE COPY Contractor Name: _____
 Address: _____ Address: _____
 City: _____ State/Zip: _____ City: _____ State/Zip: _____
 Building Name: _____ Products: _____
 Roof ID: _____ Square Footage: _____

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. (hereinafter referred to as "Garland"), a Corporation of the State of Ohio, warrants to the above named Owner that the Garland roof system, including all Garland metal components, will not leak due to manufacturing defects or defective workmanship by the above mentioned installing contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks, which occur during a period of thirty (30) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover applications, Owner will be responsible for costs associated with the removal and replacement of the original roof system.

APPLICABILITY OF WARRANTY

In order for this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty is transferable, subject to Garland's approval of the payment of the transfer fee and applicable maintenance required. This Warranty shall not be applicable if, in the sole judgment of Garland, any of the following shall occur:

- A. The roofing system is damaged by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage in excess of 90 mph, etc.
- B. The roofing system is damaged by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. The roofing system is damaged by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas not associated with Garland metal components.
 - 2. Ponding water, defined as standing water 48 hours after rainfall.
 - 3. Chemical contaminate attacks on the roofing system which have not been approved or accepted by Garland.
 - 4. Defects in engineering or building design or construction.
 - 5. Traffic or storage of materials on roof.
 - 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Failure of Owner to properly notify Garland in writing and receive written approval of:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system.
- F. Failure of Owner to properly maintain the roof according to the High-Performance Roof Care & Maintenance Guide.
- G. Failure of Owner to provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS/EXCLUSIONS

Garland shall not be responsible for damages that occur to real or personal property as a result of leaks, including damage to the structure itself or contents therein. Garland's sole responsibility pursuant to this Warranty is for the costs associated with the repair of leaks caused by defective materials or workmanship as set forth above. Furthermore, Garland shall not be responsible for any fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of the ocean or from acid rain; nor for any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field. Garland shall not be responsible for the removal or replacement of any roof top equipment or systems; nor for any incidental or consequential damages caused by leaks in the original roof system, including, but not limited to, loss of use or profits.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under and in accordance with the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within.

In the event that any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE

Owner hereby accepts and agrees to the terms and conditions set forth in this Warranty.

By: The Garland Company, Inc.
 Signed By: *G.R. Olivier* G.R. Olivier
 Date: _____

Owner: _____
 Signed By: _____
 Date: _____

Agenda Item 13

Discuss and consider a Resolution ratifying the action of the Interim City Manager purchasing electricity by negotiating the lowest possible price; entering into an agreement with retail electricity provider Reliant Energy; executing any and all necessary documents; and providing an effective date.

BACKGROUND OF ISSUE:

City staff has become aware of possible savings in electricity due to falling prices in the market. The Interim City Manager was approached with opportunities and met with various retail electricity providers to determine if the City could realize savings in its budget by obtaining electricity at rates below what the City currently pays.

The City is operating on an electricity contract with TXU signed November 5, 2012 for the period beginning November 5, 2013 through May 31, 2016 at a rate of \$0.057000 per kWh.

Our experience with the current electricity rate is as follows: FY 2014 expenditure: \$263,416, FY 2015 projected expenditure: \$297,000, FY 2016 budget estimate \$287,395.

Staff received electricity quotes from the following companies:

Power Mark Resources	\$0.04896 per kWh
TXU	\$0.03718 per kWh
Reliant	\$0.03690 per kWh

The City's electricity bill per kWh will change from the current \$0.057 to the Reliant rate of \$0.0369, beginning June 1, 2016, a savings of approximately 35%.

FINANCIAL IMPACT:

TBD

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 50-R-15

A RESOLUTION RATIFYING THE ACTION OF THE INTERIM CITY MANAGER PURCHASING ELECTRICITY BY NEGOTIATING THE LOWEST POSSIBLE PRICE; ENTERING INTO AN AGREEMENT WITH RETAIL ELECTRICITY PROVIDER RELIANT ENERGY; EXECUTING ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has needs to purchase electricity for operation of public safety, traffic control, lighting, and other municipal related public purposes; and,

WHEREAS, the purchase price of electricity is based on a per kilowatt hour charge and exempt from competitive bidding under state law; and

WHEREAS, the cost of electricity is constantly fluctuating due to price based on commodity of natural gas prices; and

WHEREAS, the Interim City Manager has the ability to monitor constantly changing electricity pricing; and

WHEREAS, the Interim City Manager and the municipality has a less than seventy-two (72) hour window to make an election to select a favorable per kilowatt hour charge under such market conditions; and

WHEREAS, the Interim City Manager met with various retail electricity providers to determine if the City could realize a savings a rate below what the City currently pays; and

WHEREAS, the Interim City Manager, has executed a contract with Reliant Energy at a savings of 35% over the current rate and is requesting the City Council ratify his action;

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

SECTION 1. The City Council ratifies the action of the Interim City Manager purchasing electricity from Reliant Energy Company beginning June 1, 2016 through May 31, 2018 at a rate of \$0.03690, a copy of which is attached hereto and incorporated herein as Exhibit "A"; executing any and all necessary documents; and providing an effective date.

SECTION 2. This Resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY ORDERED by the City Council of the City of Seagoville, Texas the 5th day of October, 2015.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**ELECTRICITY SALES AGREEMENT
SHORT FORM COVER PAGE
FIXED PRICE – UNBUNDLED**

This Electricity Sales Agreement, including this Cover Page and the attached General Terms and Exhibit (collectively, this "Agreement"), is entered into as of this **2nd day of October, 2015** (the "Effective Date") between **Reliant Energy Retail Services, LLC ("Reliant")** and **CITY OF SEAGOVILLE ("Customer")**. Reliant and Customer are individually referred to as a "Party" and collectively as the "Parties." Capitalized terms used and not defined in this Cover Page have the meanings stated in the General Terms.

Delivery Term: **Start:** For each Customer Location, the first Meter Read Date on or after **06/01/2016** or, if a Switch is required, the first Meter Read Date on or after the Switch Date

End: For each Customer Location, the later of the first Meter Read Date after **05/31/2018** (the "Initial Term") and the last day of the Term

Contract Charge: The sum of (i) the product of the Contract Price multiplied by Actual Consumption; (ii) Discretionary Service Fees; (iii) Transmission and Distribution Charges; (iv) any applicable Taxes; and (v) any additional charges that are expressly authorized in this Agreement, each of which will be billed as separate line items to Customer

Contract Price: **\$0.03690** per kilowatt-hour ("kWh") consumed at each Customer Location, including, subject to the terms of this Agreement, electricity charges, Nodal Congestion Charges, Ancillary Charges, ERCOT fees, applicable aggregator and broker fees collected from Customer and paid to Customer's aggregator or broker (if any).

This Agreement: (a) supersedes prior agreement(s) between the Parties for the supply of electricity to the Customer Location(s) (whether one or more, "Prior Agreement"), if any, effective as of the start of the Delivery Term; (b) constitutes the entire agreement between the Parties and there are no other agreements or representations affecting the subject matter of this Agreement, other than any Prior Agreement; (c) is executed by the Parties' duly authorized representatives in multiple counterparts to be construed as one as of the Effective Date; (d) will inure to the benefit of, and be binding upon, the Parties and their successors and permitted assigns; and (e) will not be binding until executed by Customer and Reliant. If Reliant elects not to execute this Agreement, Reliant will notify Customer, in which case this Agreement will have no effect.

RELIANT ENERGY RETAIL SERVICES, LLC

CITY OF SEAGOVILLE

By: _____
Elizabeth Killinger
President

By: *Patricia Stallings*
Name: *PATRICIA STALLINGS*
Title: *INTERIM CITY MANAGER*

GENERAL TERMS

1. **Sales, Term.** Reliant will sell to Customer, and Customer will buy from Reliant, electricity ("Energy") to satisfy its Energy Requirements subject to this Agreement. Customer will provide Customer Information to Reliant and will assist Reliant in implementing this Agreement. Customer will notify Reliant of any circumstance likely to cause a change to the Energy Requirements at any Customer Location. If Customer has not Switched to a new REP effective when the Initial Term expires, then Reliant may: (i) continue to sell electricity in accordance with this Agreement subject to the Transition Charge or (ii) at any time after the end of the Initial Term, if allowed by Law, terminate this Agreement by Switching Customer to POLR service. If Reliant continues to sell electricity to Customer, this Agreement will continue for successive one month terms (collectively, the "Transition Term") until all Customer Location(s) are Switched to POLR or to a new REP. During the Transition Term, Customer is subject to the monthly Contract Charge, including a new Contract Price, and the product terms (collectively, the "Transition Charge") that Reliant publishes on the Site. This Agreement will continue in effect until final invoices are paid. All obligations regarding indemnity, payment of Taxes, limitations of liability, confidentiality, and waivers survive termination for the applicable statute of limitations period.

2. **Billing, Payment, Taxes.** For each Customer Location Reliant will send a monthly invoice for the Contract Charge. **Customer will notify Reliant in writing of the address to which Reliant may submit invoices within five business days after the Effective Date.** All electricity delivered to a Customer Location is measured pursuant to the TDSP's tariff by the TDSP at each Customer Location. Customer agrees that timely and accurate invoicing is dependent on the TDSP and ERCOT furnishing Reliant information, in the absence of which Reliant may invoice Customer on estimated data, subject to later adjustment. On or before the 30th day after the invoice date (the "Due Date"), Customer will pay the amount due to the address or by wire transfer to the account specified in the invoice. Reliant will assess a \$25.00 processing fee for unprocessed payments due to insufficient funds. If an invoice is not paid by the Due Date, then Reliant will apply to Customer's account a late fee on the unpaid amount equal to the lesser of five percent or the maximum amount permitted by Law. If Customer disputes an invoice, Customer will pay Reliant the undisputed amount. Upon resolution, Customer will pay the amount owed with interest at the Interest Rate from the date the amount was originally due to, but excluding, the date the amount is paid. Customer is responsible and indemnifies Reliant for all Taxes arising from or measured by electricity sold or services provided or Reliant's receipts from the foregoing, whether the Law imposes the Taxes on Reliant or Customer. Reliant will collect Taxes from Customer by including them on the invoice. Reliant will recognize a lawful sales tax exemption on a prospective basis only after Reliant receives proper documentation. If Customer is due a sales tax refund because of Reliant's failure to timely recognize valid exemption documentation, Reliant may credit the overpaid sales tax to Customer's account. Customer is responsible for petitioning the taxing authority for all other sales tax refunds.

3. **Credit.** Reliant's obligation to sell electricity to Customer is conditioned upon Reliant's ongoing review and approval of Customer's creditworthiness. Customer will, on Reliant's request from time to time, (i) provide financial information and (ii) if Customer's creditworthiness declines, provide performance assurance, all reasonably satisfactory to Reliant.

4. **Material Change.** (a) If for any two consecutive billing periods, a change in operations at any Customer Location results in a change in Customer's Actual Consumption for each billing period that is less than 75% or more than 125% of the Benchmark Quantity ("Material Change"), then Reliant may adjust the Contract Price and Benchmark Quantities, and these adjustments will be effective as of the next Meter Read Date. (b) If Customer anticipates any change in operations at any Customer Location that may result in a Material Change then, Customer must notify Reliant promptly but no later than 60 days before the anticipated change in operations. At any time after receiving Customer's Notice of an anticipated Material Change, Reliant may notify Customer in writing (the "Notification Letter") of adjusted Benchmark Quantities and an adjusted Contract Price. Customer may accept the adjusted quantity and price by signing the Notification Letter and returning it to Reliant within five Business Days of the Notification Letter date. Once accepted, the adjusted Benchmark Quantities and adjusted Contract Price will be effective on the first Meter Read Date after the expiration of that five Business Day notice period. If Customer does not timely sign and return the Notification Letter, then the Benchmark Quantities and Contract Price will not be adjusted and Reliant may terminate this Agreement as of a specified termination date upon at least five Business Days' Notice to Customer. If Reliant terminates this Agreement then Customer will pay Reliant a Cancellation Fee and pay Reliant timely for all charges for electricity sold until each Customer Location is Switched. Any election by Reliant not to exercise its rights under this Section 4 will not preclude Reliant's exercise of those rights at a later date.

5. **Default.** "Non-Defaulting Party" may establish a date (the "Early Cancellation Date") on which this Agreement will be cancelled upon the occurrence of any of the following defaults by "Defaulting Party," if the default is not cured within five business days after notice (except for an Insolvency Event or the failure to provide performance assurance which are immediate defaults):

- (i) Failure to make, when due, any payment; or
- (ii) Any representation or warranty proves to have been false or misleading in any material respect; or
- (iii) Failure to perform any covenant; or
- (iv) An Insolvency Event occurs.

No waiver by a Party of a default will be construed as a waiver of any other default. If Non-Defaulting Party cancels this Agreement, (i) Customer, or if allowed by Law, Reliant, as Non-Defaulting Party, may Switch Customer's service to POLR or a new REP, and (ii) Defaulting Party will pay the Cancellation Fee to Non-Defaulting Party, and (iii) if allowed by Law, Reliant, as Non-Defaulting Party, may disconnect or cause to be disconnected, each Customer Location from electricity service. The Parties agree that if Customer causes a default by switching away one or more Customer Locations to another REP prior to the expiration of the Initial Term, the Early Cancellation Date will be the earliest date a Customer Location is Switched. Regardless of which Party is Defaulting Party, if this Agreement is cancelled, Customer will remain liable to pay Reliant timely for all charges for electricity sold until each Customer Location is Switched or disconnected. Defaulting Party will pay the Cancellation Fee within 15 business days of receipt of notice therefor and it will accrue interest at the Interest Rate from the Early Cancellation Date to, but excluding, the date paid. On the date due, each Party will pay to the other Party all additional amounts payable by it after all amounts have been netted and aggregated with the Cancellation Fee.



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6. Limitation of Liabilities. The Parties confirm that the express remedies and measures of damages provided in this Agreement satisfy its essential purposes. If an express remedy is provided, that remedy is the sole and exclusive remedy. If no remedy is expressly provided, the obligor's liability is limited to direct actual damages as the sole and exclusive remedy. In each case all other remedies at law or in equity are waived. Neither Party is liable for consequential, incidental, punitive, exemplary, or indirect damages, or other business interruption damages, by statute, in tort or contract, under any indemnity provision, or otherwise. These limitations apply even if the damages result from a Party's negligence, whether sole, joint, concurrent, active, or passive. To the extent any damages required to be paid are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, otherwise obtaining an adequate remedy is inconvenient, and the liquidated damages constitute a reasonable approximation of the loss.

7. Representations. Customer represents that (i) it is a commercial user of electricity and has entered into this Agreement solely for related non-speculative purposes, (ii) it will not resell any of the electricity it buys from Reliant, (iii) it has experience in business matters that enable it to enter into and perform this Agreement, and (iv) no Customer Location will have generation that is synchronously connected to the TDSP (the Parties acknowledge that synchronously connected generation does not include emergency back-up power generation). The Parties make no representations or warranties except those expressly stated in these terms, and disclaim all other warranties, express or implied, including merchantability, conformity to models or samples, and fitness for a particular purpose.

8. Force Majeure. If a Party is unable because of Force Majeure to perform its obligations and it notifies the other Party as soon as practicable, then its obligations (other than payment for energy received, and performance of obligations incurred, before the Force Majeure event) will be suspended for the duration of the Force Majeure event. Customer agrees that under no circumstances will Reliant be required, because of a Force Majeure event, to supply electricity except to the Customer Locations.

9. Law, Waivers, Confidentiality, Documentation. Except as provided in Section 6, the Law of the State of Texas (without giving effect to principles of conflicts of laws) governs this Agreement. Each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action, claim or proceeding relating to this Agreement. The Uniform Commercial Code of Texas applies to this Agreement and electricity is deemed a "good". If either Party or its activities related to this Agreement are affected by any Law enacted after the Effective Date ("Change in Law") that makes performance of this Agreement unenforceable or illegal, then either Party may terminate this Agreement on notice to the other Party, without any obligation or other liability (other than payment for energy received, and performance of obligations incurred, before the Change in Law becomes effective). If a Change in Law occurs relating to the wholesale or retail electricity market in ERCOT resulting in new or modified fees, costs of performance, or other charges being incurred by Reliant and/or other ERCOT market participants, including taxes, fees, charges, impositions, assessments, or restrictions or allowance requirement(s) related to carbon emissions from electric generation in ERCOT ("Emissions Charges"), then to the extent incurred by Reliant, all of the incremental amounts, including Emissions Charges, may be reasonably allocated and billed to Customer as an authorized charge or adjustment to the Contract Price. To the extent permitted by Law, Customer agrees that the Customer Protection Rules adopted by the PUCT pursuant to the PURA do not apply to this Agreement and that this Agreement will govern any conflict between it and the Customer Protection Rules. Neither Party will disclose these terms or any Site password to a third party (other than a Party's and its affiliates' employees, lenders, counsel, permitted assignees, consultants, accountants, or prospective purchasers who have agreed to confidentiality), except in order to comply with Law. If a provision becomes unlawful or unenforceable, the other provisions will remain in effect. Except as provided in Exhibit A, only a written amendment signed by the Parties is enforceable.

10. Assignment. Except as provided, neither Party may assign this Agreement without the other Party's prior written consent, which consent may not be unreasonably withheld. Reliant may, without Customer's consent, (i) as part of any financing or other financial arrangements, assign, sell or pledge this Agreement or its accounts, revenues, or proceeds, or (ii) assign this Agreement to an affiliate of Reliant or to any other person or entity succeeding to all or a substantial portion of the assets of Reliant whereby Reliant will have no further obligations for future performance other than payment of amounts owed.

11. Customer Acknowledgement. Customer acknowledges that Energy prices may be subject to substantial volatility based on economic conditions fuel prices and other factors, and that past results regarding electricity products are not necessarily an indication of future results. Further, Customer acknowledges that Reliant and its affiliates are in the business of buying and selling power within the ERCOT market for each of their own accounts and that this participation may affect the calculation of Real-Time Settlement Point Prices. Notwithstanding the foregoing, Customer agrees to pay the amounts provided for in this Agreement that may be based upon Real-Time Settlement Point Prices, as promulgated by ERCOT. Subject to the right of Customer to dispute a Reliant Invoice as set forth in the Agreement, Customer will not withhold payment for any reason, including, investigatory activities undertaken by ERCOT or PUCT, based on Reliant's participation in the market and its effect on Real-Time Settlement Point Prices. Nothing in this Agreement restricts Reliant or any of Reliant's affiliates from participating in the ERCOT market activities that may affect Real-Time Settlement Point Prices.

12. Partial Termination. Customer may delete one or more, but not all, Customer Locations (and associated Benchmark Quantities as determined by Reliant in its sole discretion) from the Agreement ("Partial Termination"), only if Customer (a) closes those Customer Locations (a) for the remainder of the Term, or (b) sells those Customer Locations(s) and the buyer of the locations does not assume obligations to purchase Energy under this Agreement. Customer must provide Reliant with at least 30 days prior written notice of its intent to delete Customer Location(s) from the Agreement on these conditions. Customer must pay Reliant a partial Termination Payment for the deleted Customer Location(s). Reliant will calculate the partial Termination Payment in the same manner as the Cancellation Fee, using only the Benchmark Quantities for the deleted Customer Locations, and bill the amount of the partial Termination Payment on a subsequent Retail invoice.

13. Notice to Customers with Aggregators or Brokers. If Customer used the services of an aggregator, broker, or similar agent to select or enroll for Reliant electricity service, or enrolled for service as part of an aggregation, the person representing Customer may receive a commission from Reliant out of the monies Customer pays Reliant for service. Customer acknowledges and agrees that Reliant may share information regarding Customer's electricity usage and payment with such aggregator, broker, or other aggregation unit, necessary to comply with any commission or similar agreement between Reliant and that party.

14. Definitions. The term "including" means including, without limitation. All internal references are to this Agreement unless stated otherwise.

"Actual Consumption" means the electricity measured or reported by the TDSP or estimated by Reliant for each Customer Location.

"Ancillary Charges" means, for each Customer Location, all charges assessed by ERCOT for services necessary to maintain reliable operation of the transmission system to support transmission of electricity from the source of generation to the points of demand.

"Benchmark Quantity" means Customer's expected monthly kWh electricity consumption for the Term. Customer's expected consumption may be set out on **Exhibit A**. If Customer's expected consumption is not set out on **Exhibit A**, Benchmark Quantity will be determined by reference to Customer Information and the 12 months of electricity consumption by Customer before the Effective Date, or for new facilities, Customer Information and electricity consumption of comparable facilities, each as may be adjusted in accordance with this Agreement.

"Cancellation Fee" means (i) where Customer is Non-Defaulting Party, the positive difference, if any, obtained by subtracting (a) the present value of this Agreement had it not been terminated using the Benchmark Quantity applicable to the Customer Locations for the remaining period of the Term from (b) the present value of a replacement contract using the Benchmark Quantity applicable to the Customer Locations and market prices that are reasonably expected to be available in the market for the remaining period of the Term; and (ii) where Reliant is Non-Defaulting Party, the positive difference, if any, obtained by subtracting (a) the present value of a replacement contract from (b) the present value of this Agreement had it not been terminated, calculated in the same manner as provided in item (i), in each case plus Non-Defaulting Party's reasonable costs associated with the valuation and replacement contract.

"Customer Information" means information that accurately substantiates Customer's Energy Requirements forming a basis for the Contract Price and Benchmark Quantity.

"Customer Location(s)" means Customer's facilities described in **Exhibit A**.

"Discretionary Service Fees" means all non-routine deposits, connection fees, metering charges, installation costs for equipment to maintain a Power Factor of at least 95% lagging at each Customer Location meter, assessments by the TDSP in respect of any Power Factor at any Customer Location meter, or any similar amounts assessed by and payable to the TDSP related to the TDSP's purchase and installation of meters and associated equipment and Customer's use of that equipment to establish or maintain electric service at a Customer Location or to maintain the TDSP system requirements, or other charges for equipment or services requested by Customer or required by the TDSP.

"Energy Requirements" means electricity equal to 100% of the actual electricity requirements of Customer Location(s) for the Delivery Term, not to exceed the TDSP's facilities' capabilities or contravene Law.

"ERCOT" means the Electric Reliability Council of Texas.

"Force Majeure" means an event not within the reasonable control of the Party claiming suspension, not caused by the negligence of that Party, and which, by the exercise of due diligence, that Party is unable to overcome or obtain a commercially reasonable substitute therefor. Force Majeure includes a Force Majeure occurring with respect to the TDSP, a suspension, curtailment, or service interruption by the TDSP, or acts of terrorism, civil insurrection, war, or acts of God.

"Insolvency Event" means making an assignment or arrangement for the benefit of creditors, filing a petition, or authorizing or acquiescing in the commencement of a proceeding under Law for protection of creditors, or having a similar petition filed against it, or otherwise becoming insolvent or unable to pay debts as due.

"Interest Rate" means an annual rate equal to 2% over the per annum prime lending rate published in *The Wall Street Journal* under "Money Rates" in effect on the first day of the month during which the charge or fee is assessed. The Interest Rate will never exceed the maximum rate permitted by Law.

"Law" means any law, statute, regulation, rule, protocol, exchange rule, decision, writ, order, decree or judgment, or any interpretation of any of them by any court, agency, or instrumentality having jurisdiction, including ERCOT.

"Meter Read Date" means the actual meter read date that corresponds to the TDSP's regularly scheduled meter read date, as ascertained from the meter reading schedule published on the TDSP's website.

"Nodal Congestion Charges" means the difference(s) between the Day-Ahead Settlement Point Price(s) determined by ERCOT for the Hub(s) and the Day-Ahead Settlement Point Price(s) determined by ERCOT for the Load Zones associated with the Customer Location(s) for Actual Consumption not priced at Settlement Point Price(s) at the Load Zone(s); provided that if the Day-Ahead Settlement Point Price(s) are not published by ERCOT or are otherwise unavailable, then for the period(s) for which Day-Ahead Settlement Point Price(s) are not available, this charge will be based on difference(s) between the Real Time Settlement Point Price(s) determined by ERCOT for the Hub(s) and the Real Time Settlement Point Price(s) determined by ERCOT for the Load Zones associated with the Customer Location(s) for Actual Consumption not priced at Settlement Point Price(s) at the Load Zone(s). As used herein, the terms "Hub", "Day-Ahead", "Real Time", "Settlement Point Price" and "Load Zone" have the meaning set forth in the Texas Nodal Protocols approved by PUCT, as of October 1, 2006, as amended.

"POLR" means the REP designated by the PUCT required to offer electricity to any requesting customer in a specified territory.

"Power Factor" means the ratio of kilowatt ("kW") to kilovolt amperes ("kVa") expressed as a percentage, calculated by dividing kW by kVa.

"PUCT" means the Public Utility Commission of Texas.

"PURA" means the Public Utility Regulatory Act.

"REP" means a retail electric provider under PURA.

"Site" means Reliant's AccountConnectSM web site at www.reliant.com.

"Switch" means an authorized change in Customer's electricity supplier.

"Switch Date" means for each Customer Location the date that all actions have been taken by the TDSP and ERCOT (i) for Reliant to sell electricity to Customer and for Customer to receive same, or (ii) for another REP or POLR to sell electricity to Customer and for Customer to receive same, as the context requires.

"Taxes" means all federal, state, and local taxes, fees, governmental charges, and assessments, imposed now or later on Customer as purchaser or on Reliant as seller of electricity under this Agreement, or on this transaction, including Texas state and local sales and use taxes, the Texas gross receipts tax on utility companies, the PUCT gross receipts tax assessment, municipal fees, and generation, utility, regulatory, Btu, or electricity taxes, excluding taxes on net income.

"TDSP" means the entities that have custody of the electricity sold and purchased and own or control electric transmission or distribution equipment for transmitting or distributing electricity to a Customer Location.

"Term" means the Initial Term and the Transition Term.



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"Transmission and Distribution Charges" means, for each Customer Location, all charges and fees in the TDSP's tariff (except Competition Charges) and billed to Reliant for TDSP's services to deliver electricity to the Customer Location.

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Fixprice Unbundled - Nodal

City of Seagoville

Contract Number 1-OCKYZN; ACE Record 1-OCM945; Deal ID 180114550686

Page 5 of 8. 10/2/2015

EXHIBIT A

Customer Location	City	State	Zip Code	ESI
1330 MALLOY	SEAGOVILLE	TX	75159-0000	10443720006466169
3111 N HIGHWAY 175 SIGN S	SEAGOVILLE	TX	75159-2528	10443720009126164
311 VICKIE DR SEWR	SEAGOVILLE	TX	75159-1326	10443720005252302
900 E MALLOY BRIDGE RD SIGN	SEAGOVILLE	TX	75159-1824	10443720007217556
@STREET LIGHTS STLG 2	SEAGOVILLE	TX	75159-0000	10443720004404491
205 JOHNSON ST	SEAGOVILLE	TX	75159-3633	10443720005201524
200 W MALLOY BRIDGE RD	SEAGOVILLE	TX	75159-3532	10443720005199664
HEARD PARK GRDL 3	SEAGOVILLE	TX	75159	10443720005361861
1400 E MALLOY BRIDGE RD SIGN	SEAGOVILLE	TX	75159-1353	10443720007217587
790 W SIMONDS RD ODLT	SEAGOVILLE	TX	75159-3202	10443720008720405
410 WASHINGTON ST	SEAGOVILLE	TX	75159-3766	10443720005199044
700 E FARMERS RD GRDL	SEAGOVILLE	TX	75159-1710	10443720005396736
@STREET LIGHTS STLG 3	SEAGOVILLE	TX	75159-0000	10443720004404584
STREET LIGHTS STLG	SEAGOVILLE	TX	75159	10443720007387250
@STREET LIGHTS STLG 4	SEAGOVILLE	TX	75159-0000	10443720004404615
HEARD PARK GRDL 1	SEAGOVILLE	TX	75159	10443720008613539
405 1/2 N KAUFMAN ST	SEAGOVILLE	TX	75159-3743	10443720007962570
600 N HIGHWAY 175 STLG	SEAGOVILLE	TX	75159-1833	10443720007607099
510 W SIMONDS RD	SEAGOVILLE	TX	75159-2714	10443720005194549
2519 SHANNON RD	SEAGOVILLE	TX	75159-1423	10443720007291212
304 E FARMERS RD	SEAGOVILLE	TX	75159-3012	10443720005215567
@STREET LIGHTS STLG 5	SEAGOVILLE	TX	75159-0000	10443720004404522
15601 CLOVERHILL	DALLAS	TX	75253-0000	10443720003147965
500 MAY RD ODLT	SEAGOVILLE	TX	75159-2324	10443720008281259
405 ARD RD GRDL	SEAGOVILLE	TX	75159-1901	10443720005438493
101 N WATSON ST SIRN	SEAGOVILLE	TX	75159-3561	10443720008384303
15601 CLOVERHILL GRDL	DALLAS	TX	75253	10443720005323112
STREET LIGHTS STLG	SEAGOVILLE	TX	75159	10443720008321931
2403 CLOVERHILL LN	SEAGOVILLE	TX	75159-2622	10443720005224650
2403 CLOVERHILL LN GRDL	SEAGOVILLE	TX	75159-2622	10443720005367286
208 N KAUFMAN ST SIGN	SEAGOVILLE	TX	75159-3740	10443720007961919
1717 N HIGHWAY 175 DEPT FIRE	SEAGOVILLE	TX	75159-2229	10443720005224681
717 ARD RD	SEAGOVILLE	TX	75159-1907	10443720007430247
1801 N HIGHWAY 175	SEAGOVILLE	TX	75159-2231	10443720005224619
2700 KLEBERG RD	SEAGOVILLE	TX	75159-2614	10443720005195200
1150 BOWERS RD LIFT STAT	SEAGOVILLE	TX	75159-3418	10443720007754383
1330 W MALLOY BRIDGE REAR	SEAGOVILLE	TX	75159-0000	10443720006523178

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Flxprice Unbundled - Nodal

City of Seagoville

Contract Number 1-OCKYZN; ACE Record 1-OCM945; Deal ID 180114550686

Page 6 of 8. 10/2/2015

101 N WATSON ST BLDG	SEAGOVILLE	TX	75159-3561	10443720005199633
702 N HIGHWAY 175 GRDL	SEAGOVILLE	TX	75159-1774	10443720007170489
701 E MALLOY BRIDGE RD SIGNL	SEAGOVILLE	TX	75159-1819	10443720009679877
600 N HIGHWAY 175 DEPT POLIC	SEAGOVILLE	TX	75159-1833	10443720008423788
2416 N HIGHWAY 175	SEAGOVILLE	TX	75159-2142	10443720005257944
700 MAY RD PARK 2	SEAGOVILLE	TX	75159-2328	10443720005273537
400 W MALLOY BRIDGE RD	SEAGOVILLE	TX	75159-3536	10443720005199509
105 N KAUFMAN ST	SEAGOVILLE	TX	75159-3737	10443720009412790
1330 E MALLOY BRIDGE RD	SEAGOVILLE	TX	75159-1354	10443720006655548
2006 CAIN ST	SEAGOVILLE	TX	75159-2212	10443720005279675
@STREET LIGHTS STLG 1	SEAGOVILLE	TX	75159-0000	10443720006000518
1717 N HIGHWAY 175 BLDG	SEAGOVILLE	TX	75159-2229	10443720005224712
1624 E FARMERS RD	SEAGOVILLE	TX	75159-1622	10443720009585302
700 E FARMERS RD	SEAGOVILLE	TX	75159	10443720005224805
114 HERITAGE BLDG LIFT	SEAGOVILLE	TX	75159	10443720007792358
1330 E MALLOY BRIDGE RD	SEAGOVILLE	TX	75159-1354	10443720005243467
1801 N HIGHWAY 175 GRDL	SEAGOVILLE	TX	75159-2231	10443720005381298
101 N WATSON ST A	SEAGOVILLE	TX	75159-3561	10443720008431702
700 MAY RD PARK 3	SEAGOVILLE	TX	75159-2328	10443720005273506
1330 W MALLOY BRIDGE GRDL	SEAGOVILLE	TX	75159-0000	10443720005387963
1717 N HIGHWAY 175 GRDL	SEAGOVILLE	TX	75159-2229	10443720005434277
405 ARD RD	SEAGOVILLE	TX	75159-1901	10443720005268329

If Customer and Reliant agree to add or delete Customer Locations, the additions or deletions will be implemented as follows:

- (i) Customer emails Reliant requesting that a Customer Location be added or deleted, together with any resulting changes to the Benchmark Quantity, and attaching the addition/deletion form to be provided by Reliant (the "Email Request"); and
- (ii) Reliant accepts the Email Request in a responsive email transmission attaching an amended Exhibit A showing the addition or deletion of the Customer Location (the "Email Confirmation").

The Parties are legally bound by each amended Exhibit A from the time Reliant transmits it to Customer, and if Reliant does not transmit it, no amendment by email transmission is binding upon the Parties. The Parties adopt the Email Request and Email Confirmation as a means by which the Parties' amendment of Exhibit A may be reduced to writing. The Parties agree not to contest or assert a defense to the validity or enforceability of each amendment entered into. Each Party represents that each of its representatives charged with implementing the foregoing has authority to effectuate the foregoing amendment type by email transmission.

All notices, requests, and invoices must be furnished in writing and delivered by regular mail (including registered or certified mail, return receipt requested), Internet (confirmed receipt), overnight carrier, facsimile, or hand delivery.

**RELIANT
NOTICES & CORRESPONDENCE:**

Reliant
NRG Tower at Houston Pavilions
1201 Fannin
Houston, Texas 77002

BILLING & ACCOUNTING MATTERS:

Please see your invoice or your Reliant representative



an NRG company
P.O. Box 3412
Houston, Texas 77253-3412

Attn: Retail Contract Management
Facsimile No.: (832) 584-2010

With copy to: Vice President, Energy Marketing

Reliant Customer Care Number: Please see your invoice

CUSTOMER
NOTICES & CORRESPONDENCE & PASSWORD

City of Seagoville
702 N HIGHWAY 175
SEAGOVILLE TX 75159-1774
Attention: Patrick Harvey
Telephone No.: (972) 287-6800
Facsimile No.:
E-Mail Address: pharvey@seagoville.us

**AFTER EXECUTION OF THIS AGREEMENT, PLEASE RETURN
THE ENTIRE AGREEMENT TO RELIANT BY FACSIMILE TO
866-805-2866.**

INVOICES: Customer will provide its billing address in accordance with the General Terms.

Agenda Item 14

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 15

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 16

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 17

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