



**SEAGOVILLE CITY COUNCIL
MEETING AGENDA
MONDAY, MAY 16, 2016**

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

AGENDA

1. Staff updates
 - a. Investment Policy
2. Discussion of agenda item(s)
3. 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)

1. Discuss and consider approval of a Resolution canvassing results of the General Election held on May 7, 2016.
Considerar la aprobación de la resolución resultados de prospectar de la elección general el 7 de mayo de 2016.
2. Discuss and consider approval of a Resolution canvassing results of the Special Election held on May 7, 2016.
Considerar la aprobación de la resolución resultados de prospectar de la elección especial el 7 de mayo de 2016.
3. Administer Oath of Office to the re-elected Councilmembers and newly elected Councilmember.
Administrar Juramento del cargo al Consejo y los miembros del Consejo recién elegidos

CONSENT AGENDA

- 4C. Approval of minutes.
- 5C. Approval of a Resolution entering into a Professional Services Contract with Pipeline Analysis, LLC in the amount of Fifty-Nine Thousand Three Hundred and Fifty Dollars (\$59,350.00) for the purpose of performing various field testing and the inspection of the wastewater collection system within the Bowers Road Lift Station Service Areas; prepare final reports containing recommended system repairs and the estimated costs associated with reducing wet weather inflow and infiltration; authorizing the City Manager to execute all necessary documents; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date.
- 6C. Approval of a Resolution amending the City of Seagoville's Investment Policy for Fiscal Year 2015-2016.

REPORTS/RECOMMENDATIONS/REQUESTS

7. Discuss and consider a Resolution authorizing an Economic Development Agreement by and between the City of Seagoville and Actuant Corporation, a Wisconsin corporation, to waive the building permit and inspection fees for a new 20,000 square foot building, and a reimbursement in an amount equivalent to 100% of the Real Property Taxes assessed against the Premises, and the Personal Property Taxes assessed against the personal property housed/maintained in the new 20,000 square foot structure built on the Premises for a period of five (5) years with a reduction in percentage each subsequent year for years six (6) through ten (10) for property located at 704 W. Simonds Road, Seagoville, Texas; authorizing the Mayor to execute any and all necessary documents; and providing an effective date.

AGENDA (cont'd)

8. Discuss and consider a Resolution authorizing the Seagoville Economic Development Corporation to undertake a project for the retention of jobs and expansion of business development in the City, including a grant in an amount which exceeds ten thousand dollars (\$10,000.00), in accordance with the Texas Local Government Code; and providing an effective date.
9. Discuss and consider a Resolution ratifying the Seagoville Economic Development Corporation Resolution No. 03-2016 approving the terms and conditions of the Economic Development Agreement by and between the Corporation and Actuant Corporation for infrastructure improvements in an amount not to exceed one hundred thousand dollars (\$100,000.00) located at 704 W. Simonds Road, Seagoville, Texas; and providing an effective date.
10. Receive Councilmember Reports – Items of community interest regarding which no action will be taken, as authorized by Section 551.0415 of the Government Code.
11. Receive Citizen Comments – Citizens may speak 6 minutes each on any matter, other than personnel matters, or matters under litigation.
12. Receive Future Agenda Items – Items to be placed on a future agenda which no action or discussion will be taken at this meeting.
13. Adjourn.

Posted Thursday, May 12, 2016 by 5:00 P.M.



Dara Crabtree, City Secretary

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

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

DATES TO REMEMBER

- Monday, May 30, 2016 city offices closed in observance of Memorial Day.
- Monday, June 6, 2016 @ 7:00 p.m., City Council meeting.
- Monday, June 20, 2016 @ 7:00 p.m., City Council meeting.

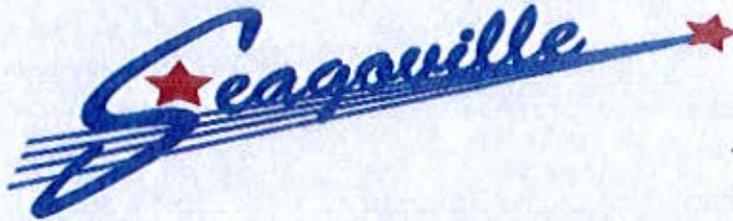
INVOCATION

PLEDGE OF ALLEGIANCE

MAYOR'S REPORT

VISITOR RECOGNITIONS /

***PROCLAMATIONS / PRESENTATIONS -Proclamations: National Police Week (May
15-21) and Donate Life***



Proclamation

- WHEREAS,** there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Seagoville Police Department; and
- WHEREAS,** there have been 15,725 assaults against law enforcement officers in 2014, resulting in approximately 13,824 injuries; and
- WHEREAS,** since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice which zero have been killed from the City of Seagoville; and
- WHEREAS,** the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and
- WHEREAS,** 252 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 123 officers killed in 2015 and 129 officers killed the previous year; and
- WHEREAS,** the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 28th Annual Candlelight Vigil, on the evening of Thursday, May 12, 2016; and
- WHEREAS,** the City of Seagoville will hold a ceremony on Wednesday, May 18th at 10:00 a.m. in front of the police department at Veterans Memorial Park as part of National Police Week, which takes place this year on May 15-21; and
- WHEREAS,** May 15th is designated as Peace Officers Memorial Day, in honor of fallen officers and their families;

NOW, THEREFORE, I, Dennis K. Childress, Mayor of the City of Seagoville, Texas do hereby proclaim May 15-21, 2016 as

NATIONAL POLICE WEEK

in the City of Seagoville and publicly salute the service of law enforcement officers in our community and in communities across the nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seagoville, Texas to be affixed this 16th day of May, 2016.




Mayor, The City of Seagoville, Texas



Proclamation

- WHEREAS,** organ, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need; and
- WHEREAS,** more than 100,000 individuals nationwide are currently on the national organ transplant waiting list, and every 90 minutes one person dies waiting due to the shortage of donated organs; and
- WHEREAS,** the need for donated organs is especially urgent in Hispanic and African American communities; and
- WHEREAS,** at any given time, 6,000 patients are in need of volunteer marrow donors; and
- WHEREAS,** a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of up to 50 others; and a single blood donation can help three people in need; and
- WHEREAS,** millions of lives each are saved and healed by donors of organs, tissues, marrow and blood such as Thomas Cooper of Green Mountain Falls, Colorado whose lungs saved resident Vicki Risinger; and
- WHEREAS,** the spirit of giving and decision to donate are not restricted by age or medical condition;

NOW, THEREFORE, I, Dennis K. Childress, Mayor of the City of Seagoville, Texas do hereby encourage all of our citizens to recognize that organ, tissue, marrow and blood donation is a gift which extends hope and healing to those in need.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seagoville, Texas to be affixed this 16th day of May, 2016.



Mayor, The City of Seagoville, Texas

Agenda Item 1

Discuss and consider approval of a Resolution canvassing results of the General Election held May 7, 2016.

BACKGROUND OF ISSUE:

The General Election was held Saturday, May 7th for the following offices:

Councilmember Place 1

Candidates: Rick Howard and Alexandria Perez

Councilmember Place 3

Candidates: Steven Wright and Harold Magill

Councilmember Place 5

Candidates: Jon Epps and Linda K. Vineyard

A resolution canvassing the results is attached.

FINANCIAL IMPACT:

N/A

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 31-R-16

ELECTION OF MUNICIPAL OFFICERS

Seagoville, Texas
May 7, 2016

CANVASS OF RETURNS AND DECLARATION OF RESULTS OF GENERAL ELECTION

BE IT REMEMBERED THAT on this the 16th day of May, 2016, at a meeting of the City Council of the City of Seagoville, Texas, a quorum being present, the meeting was called to order and the following business was transacted.

Upon motion of _____ and seconded by _____, it was unanimously ordered that the City Council consider the official returns of the election held in the City on the above mentioned date, for the election of City Officers.

WHEREUPON said official returns were opened, examined, canvassed and the results declared as follows:

CANVASS OF RETURNS AND DECLARATION OF RESULTS

WHEREAS, heretofore, the City Council of the City of Seagoville, Texas, called an election to be held in the City on May 7, 2016, for the following purpose:

To elect one Councilmember Place 1 for a two year term, one Councilmember Place 3 for a two year term, and one Councilmember Place 5 for a two year term.

AND, WHEREAS, immediately after said election, the Presiding Judges and other officials holding said election made their returns of the results thereof to the City Council as follows, and said returns being made according to law, and duly authenticated, and it being shown that written notice of said election was posted for the time and in the manner provided by law, and all other proceedings

pertaining to said election having been shown to have been done and performed at and within the manner provided by law, and all papers pertaining thereto having been returned and filed with the City Council and no protest or objection being made to or regarding any matter pertaining to said election:

NOW, THEREFORE, be it resolved by the City Council of the City of Seagoville, Texas, after examining said returns and opening and canvassing the votes of said election, that the results of said election are as follows:

That the following number of votes were cast for the following named candidates for the office of Councilmember Place 1:

| NAME | NUMBER OF VOTES | | |
|------------------|-----------------|--------------|-------|
| | Election Day | Early Voting | Total |
| Rick Howard | 174 | 63 | 237 |
| Alexandria Perez | 142 | 82 | 224 |

It appearing that Rick Howard received a majority of all votes cast for all the candidates for the office of Councilmember Place 1, and he is hereby declared to be elected to the office to serve a two (2) year term after qualifying.

That the following number of votes were cast for the following named candidate for the office of Councilmember Place 3:

| NAME | NUMBER OF VOTES | | |
|---------------|-----------------|--------------|-------|
| | Election Day | Early Voting | Total |
| Steven Wright | 154 | 64 | 218 |
| Harold Magill | 147 | 80 | 227 |

It appearing that Harold Magill received a majority of all votes cast for all the candidates for the office of Councilmember Place 3, and he is hereby declared to be elected to the office to serve a two (2) year term after qualifying.

That the following number of votes were cast for the following named candidates for the office of Councilmember Place 5:

| NAME | NUMBER OF VOTES | | |
|-------------------|-----------------|--------------|-------|
| | Election Day | Early Voting | Total |
| Jon Epps | 235 | 122 | 357 |
| Linda K. Vineyard | 88 | 30 | 118 |

It appearing that Jon Epps received a majority of all votes cast for all the candidates for the office of Councilmember Place 5, and he is hereby declared to be elected to the office to serve a two (2) year term after qualifying.

IT IS FURTHER ORDERED that this canvass and declaration of results of said election be entered in the Minutes of the City Council and that said officers, after they have qualified and taken their oaths, shall serve during the term commencing May 16, 2016, and thereafter until their successors are duly elected and qualified.

This Resolution, declaring the results of the election shall become effective immediately after its passage.

ORDERED AND ADOPTED by the City Council of the City of Seagoville, Texas, this the 16th day of May, 2016.

ATTEST:

MAYOR

ATTEST:

CITY SECRETARY

UNA RESOLUCIÓN DE LA CIUDAD DE SEAGOVILLE, TEJAS

RESOLUCIÓN NO. 31-R-16

ELECCIÓN DE AUTORIDADES MUNICIPALES

Seagoville, Tejas

7 de Mayo 2016

SONDEO DE LOS RESULTADOS Y DECLARACIÓN DE LOS RESULTADOS DE LAS ELECCIONES GENERALES

Debe recordarse que en este día el 16 de Mayo 2016, en una reunión del Consejo Municipal de la Ciudad de Seagoville, Texas, siendo el quórum, la reunión fue llamada al orden y la transacción siguiente fue hábil.

A moción del _____ y secundada por _____, se ordenó por unanimidad que el Ayuntamiento considere los resultados oficiales de las elecciones celebradas en la Ciudad en la fecha arriba mencionada, para la elección de oficiales de la ciudad.

Con lo cual, dijo los resultados oficiales se abrieron, se examinaron, el escrutinio y los resultados proclamados como sigue:

SONDEO DE LOS RESULTADOS Y DECLARACIÓN DE LOS RESULTADOS

CONSIDERANDO que, hasta ahora, el Ayuntamiento de la Ciudad de Seagoville, Texas, convocó a elecciones que se celebrarán en la Ciudad el 7 de Mayo 2016, para los siguientes fines:

Para elegir a un Concejal para el colocar 1 un termino de dos (2) años, a un Concejal para el colocar 3 para un termino de dos (2) años, y a un Concejal para el colocar 5 para un termino de dos (2) años.

Y, CONSIDERANDO que, inmediatamente después de dicha elección, los Jueces que presiden y otros funcionarios de dicha elección hechas sus declaraciones de sus resultados al Concejo Municipal de la siguiente manera, y dijo que devuelve están realizando de acuerdo a la ley, y debidamente autenticada, y que se muestra la notificación escrita de dicha elección fue fijada por el tiempo y en la forma prevista por la ley, y todos los otros procedimientos relativos a dicha elección que se ha demostrado que se ha realizado y realiza en y dentro de la forma prevista por la ley, y todos los papeles que pertenecen al mismo que se haya devuelto y archivada con el Ayuntamiento y no de protesta u objeción se están realizando para o acerca de cualquier cuestión relacionada con dicha elección:

AHORA, POR LO TANTO, se resuelve por el Ayuntamiento de la ciudad de Seagoville, Texas, después de examinar dichas declaraciones y la apertura y el escrutinio de los votos de dicha elección, que los resultados de dicha elección son los siguientes:

Que el número siguiente de votos fueron emitidos a favor de los siguientes candidatos nombrado para el cargo de Concejal colocar 1:

| NOMBRE | NUMERO DE VOTOS | | |
|------------------|---------------------------------|-------------------------------|--------------|
| | el día de las elecciones | la votación anticipada | total |
| Rick Howard | 174 | 63 | 237 |
| Alexandria Perez | 142 | 82 | 224 |

Apareciendo que Rick Howard recibió la mayoría de los votos emitidos por todos los candidatos para el cargo de Concejal colocar 1, y él se declara que se elegirá a la oficina para servir un termino de 2 años de plazo después de la calificación.

Que el número siguiente de votos fueron emitidos a favor de los siguientes candidato nombrado para el cargo de Concejal colocar 3:

| NOMBRE | NUMERO DE VOTOS | | |
|---------------|---------------------------------|-------------------------------|--------------|
| | el día de las elecciones | la votación anticipada | total |
| Steven Wright | 154 | 64 | 218 |
| Harold Magill | 147 | 80 | 227 |

Apareciendo que Harold Magill recibió la mayoría de los votos emitidos por todos los candidatos para el cargo de Concejal colocar 3, y él se declara que se elegirá a la oficina para servir un termino de 2 años de plazo después de la calificación.

Que el número siguiente de votos fueron emitidos a favor de los siguientes candidatos nombrado para el cargo de Concejal colocar 5:

| NOMBRE | NUMERO DE VOTOS | | |
|-------------------|---------------------------------|-------------------------------|--------------|
| | el día de las elecciones | la votación anticipada | total |
| Jon Epps | 235 | 122 | 357 |
| Linda K. Vineyard | 88 | 30 | 118 |

Apareciendo que Jon Epps recibió la mayoría de los votos emitidos por todos los candidatos para el cargo de Concejal colocar 5, y él se declara que se elegirá a la oficina para servir un termino de 2 años de plazo después de la calificación.

ADEMÁS SE ORDENA que este escrutinio y proclamación de los resultados de dicha elección se consignará en el acta del Concejo Municipal y que dichos funcionarios,

después de haber calificado y tomado sus juramentos, actuará durante el periodo que comienza 16 de Mayo 2016, y posteriormente hasta que sus sucesores sean debidamente elegidos y calificados.

Esta Resolución, una vez declarados los resultados de la elección se hará efectiva inmediatamente después de su pasaje.

ORDENADA Y ADOPTADA por el Concejo Municipal de la Ciudad de Seagoville, Texas, este día el 16 de Mayo, 2016.

APROBADO:

ALCALDE

AESTIGUÓ:

SECRETARIO DEL AYUNTAMIENTO

Agenda Item 2

Discuss and consider approval of a Resolution canvassing results of the Special Election held May 7, 2016.

BACKGROUND OF ISSUE:

The Special Election was held Saturday, May 7th for the following Charter Amendments:

PROPOSITION NO. 1

Whether or not to adopt an amendment Section 2.06, "Street Improvements and Assessments Therefore" of the Home Rule Charter of the City of Seagoville to provide that all street improvement projects be reviewed by a licensed civil engineer?

PROPOSITION NO. 2

Whether or not to adopt an amendment to Section 2.17, "Contracts" of the Home Rule Charter of the City of Seagoville to provide that solid waste removal and public utilities contracts may not exceed five (5) years in duration?

PROPOSITION NO. 3

Whether or not to adopt an amendment of Sections 3.01 "Mayor and City Council Members" and 3.08 "Limitations of Authority" of the Home Rule Charter of the City of Seagoville that a current, former or retired City employee be ineligible to be elected to office of Mayor or the City Council within one (1) year of their separation?

PROPOSITION NO. 4

Whether or not to adopt an amendment to Section 3.01 "Mayor and City Council Members" to the Home Rule Charter of the City of Seagoville to provide term limits for the City Council, excluding the Mayor, to three (3) consecutive full terms?

PROPOSITION NO. 5

Whether or not to adopt an amendment to Section 3.07 "Duties and Powers of the City Council" of the Home Rule Charter of the City of Seagoville to provide any member of the City Council may request an item be placed on a duly convened regular meeting

agenda?

PROPOSITION NO. 6

Whether or not to adopt an amendment to Section 3.07 "Duties and Powers of the City Council" of the Home Rule Charter of the City of Seagoville to provide for an annual and/or mid-year review of the City Manager, City Secretary, City Attorney and Municipal Court Judge?

PROPOSITION NO. 7

Whether or not to adopt an amendment to Section 3.19 "Boards and Commissions" of the Home Rule Charter to provide for the following qualifications:

1. Be a qualified voter within the City at the time of appointment.
2. Not be in arrears on City taxes, utility service charges, or other obligations owed to the City.
3. Have not been convicted of a felony or class A misdemeanor.
4. Not be adverse party to pending litigation against the City.

PROPOSITION NO. 8

Whether or not to adopt an amendment to Section 3.10 "Meetings of the City Council" of the Home Rule Charter to provide for a Notice of Special Meeting on the City's website and City Hall entrances?

PROPOSITION NO. 9

Whether or not to adopt an amendment to Section 3.12 "Conflict of Interest" of the Home Rule Charter to provide for the City Secretary to verify with the City Attorney the existence of any conflict of interest and file the required forms with the City Secretary?

PROPOSITION NO. 10

Whether or not to adopt an amendment to Section 3.13 "Rules of Procedure" of the Home Rule Charter to provide for the City Council to adopt the latest version of "Robert's Rules of Order" as a procedural guide for City Council meetings?

PROPOSITION NO. 11

Whether or not to adopt an amendment to Section 3.19 "Boards and Commissions" of the Home Rule Charter to provide for qualifications for Board and Commission members and for the City Council by an affirmative vote of four (4) council members to waive the requirement that a person may serve on more than one (1) board of commission?

PROPOSITION NO. 12

Whether or not to adopt an amendment to Section 4.03 "Qualifications of City Manager" of the Home Rule Charter to require a candidate for City Manager to have a background check?

PROPOSITION NO. 13

Whether or not to adopt an amendment to Section 4.04 "Powers and Duties of City Manager" of the Home Rule Charter to require the City Council to hire an independent forensic audit firm to conduct an investigation into allegation(s) of misappropriations of municipal funds by a municipal employee?

PROPOSITION NO. 14

Whether or not to adopt an amendment to Section 4.04 "Powers and Duties of City Manager" of the Home Rule Charter to require the City Manager to attend relevant State and Regional meetings on behalf of the City; and, to network with State organizations and Cities for and on behalf of the City?

PROPOSITION NO. 15

Whether or not to adopt an amendment to Section 6.02 "Payment of Taxes" of the Home Rule Charter to permit acceptance of alternate methods of payment by credit, debit or clearing house cards for taxes?

PROPOSITION NO. 16

Whether or not to adopt an amendment to Section 7.02 "Petitions for Recall" of the Home Rule Charter to reduce the percentage of persons to sign a petition for recall of the Mayor or Council member from forty percent (40%) to thirty percent (30%)?

PROPOSITION NO. 17

Whether or not to adopt an amendment to Section 7.14 "Initiative and Referendum" of the Home Rule Charter to require any affidavit or petition to be provided to the City Secretary within three (3) business days instead of three (3) calendar days?

PROPOSITION NO. 18

Whether or not to adopt an amendment to Section 9.03 "Nepotism" of the Home Rule Charter that would prohibit the City from hiring any person who is related to another City employee by the third (3rd) degree of affinity (marriage) or consanguinity (blood)?

PROPOSITION NO. 19

Whether or not to adopt an amendment to Section 9.05 "Amendments and Charter Review" of the Home Rule Charter which would require the Mayor and each City Council member to appoint two (2) members to a Charter Review Commission?

A resolution canvassing the results is attached. The ordinance amending the Home Rule Charter will be brought to the City Council for consideration at the second meeting in June.

FINANCIAL IMPACT:

N/A

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 32-R-16

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, CANAVASSING RESULTS FROM A SPECIAL ELECTION HELD ON MAY 7, 2016; OFFICIALS RETURNS WERE OPENED, EXAMINED, CANVASSED AND RESULTS WERE DECLARED; PROVIDING THE PROPOSITION RESULTS; PROVIDING FOR THE CANVASS OF VOTES; THE CITY COUNCIL APPROVES THE ELECTION RESULTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, heretofore, the City Council of the City of Seagoville, Texas, called a special election to be held in the City on May 7, 2016,

WHEREAS, that on the 16th day of May, 2016, at a duly convene meeting of the City Council of the City of Seagoville , Texas, a quorum being present in accordance with the State law, was called to order and the following business was transacted.

WHEREAS, said official returns were opened, examined, canvassed and the results declared as follows:

WHEREAS, immediately after said election, the Presiding Judges and other officials holding said election made their returns of the results thereof to the City Council as follows, and said returns being made according to law, and duly authenticated, and it being shown that written notice of said election was posted for the time and in the manner provided by law, and all other proceedings pertaining to said election having been shown to have been done and performed at and within the manner provided by law, and all papers pertaining thereto having been returned and filed with the City Council and no protest or objection being made to or regarding any matter pertaining to said election;

WHEREAS, on motion made and seconded, the Council received and approved the following election results:

NOW, THEREFORE, be it resolved by the City Council of the City of Seagoville, Texas, after examining said returns and opening and canvassing the votes of said election, that the results of said election are as follows:

That the following number of votes were cast for the following Propositions:

PROPOSITION NO. 1

Whether or not to adopt an amendment Section 2.06, "Street Improvements and Assessments Therefore" of the Home Rule Charter of the City of Seagoville to provide that all street improvement projects be reviewed by a licensed civil engineer?

| NUMBER OF VOTES | ELECTION DAY | EARLY VOTING | TOTAL |
|------------------------|---------------------|---------------------|--------------|
| FOR | 279 | 132 | 411 |
| AGAINST | 28 | 9 | 37 |

PROPOSITION NO. 2

Whether or not to adopt an amendment to Section 2.17, "Contracts" of the Home Rule Charter of the City of Seagoville to provide that solid waste removal and public utilities contracts may not exceed five (5) years in duration?

| NUMBER OF VOTES | ELECTION DAY | EARLY VOTING | TOTAL |
|------------------------|---------------------|---------------------|--------------|
| FOR | 266 | 129 | 395 |
| AGAINST | 34 | 15 | 49 |

PROPOSITION NO. 3

Whether or not to adopt an amendment of Sections 3.01 "Mayor and City Council Members" and 3.08 "Limitations of Authority" of the Home Rule Charter of the City of Seagoville that a current, former or retired City employee be ineligible to be elected to office of Mayor or the City Council within one (1) year of their separation?

| NUMBER OF VOTES | ELECTION DAY | EARLY VOTING | TOTAL |
|------------------------|---------------------|---------------------|--------------|
| FOR | 233 | 106 | 339 |
| AGAINST | 65 | 36 | 101 |

PROPOSITION NO. 4

Whether or not to adopt an amendment to Section 3.01 "Mayor and City Council Members" to the Home Rule Charter of the City of Seagoville to provide term limits for the City Council, excluding the Mayor, to three (3) consecutive full terms?

| NUMBER OF VOTES | ELECTION DAY | EARLY VOTING | TOTAL |
|------------------------|---------------------|---------------------|--------------|
| FOR | 224 | 100 | 324 |
| AGAINST | 72 | 35 | 107 |

PROPOSITION NO. 5

Whether or not to adopt an amendment to Section 3.07 "Duties and Powers of the City Council" of the Home Rule Charter of the City of Seagoville to provide any member of the City Council may request an item be placed on a duly convened regular meeting agenda?

| NUMBER OF VOTES | ELECTION DAY | EARLY VOTING | TOTAL |
|------------------------|---------------------|---------------------|--------------|
| FOR | 241 | 120 | 361 |
| AGAINST | 48 | 15 | 63 |

PROPOSITION NO. 6

Whether or not to adopt an amendment to Section 3.07 "Duties and Powers of the City Council" of the Home Rule Charter of the City of Seagoville to provide for an annual and/or mid-year review of the City Manager, City Secretary, City Attorney and Municipal Court Judge?

| NUMBER OF VOTES | ELECTION DAY | EARLY VOTING | TOTAL |
|------------------------|---------------------|---------------------|--------------|
| FOR | 280 | 129 | 409 |
| AGAINST | 21 | 8 | 29 |

PROPOSITION NO. 7

Whether or not to adopt an amendment to Section 3.19 "Boards and Commissions" of the Home Rule Charter to provide for the following qualifications:

1. Be a qualified voter within the City at the time of appointment.
2. Not be in arrears on City taxes, utility service charges, or other obligations owed to the City.
3. Have not been convicted of a felony or class A misdemeanor.
4. Not be adverse party to pending litigation against the City.

| NUMBER OF VOTES | ELECTION DAY | EARLY VOTING | TOTAL |
|------------------------|---------------------|---------------------|--------------|
| FOR | 277 | 129 | 406 |
| AGAINST | 24 | 8 | 32 |

PROPOSITION NO. 8

Whether or not to adopt an amendment to Section 3.10 "Meetings of the City Council" of the Home Rule Charter to provide for a Notice of Special Meeting on the City's website and City Hall entrances?

| NUMBER OF VOTES | ELECTION DAY | EARLY VOTING | TOTAL |
|------------------------|---------------------|---------------------|--------------|
| FOR | 274 | 130 | 404 |
| AGAINST | 17 | 6 | 23 |

PROPOSITION NO. 9

Whether or not to adopt an amendment to Section 3.12 "Conflict of Interest" of the Home Rule Charter to provide for the City Secretary to verify with the City Attorney the existence of any conflict of interest and file the required forms with the City Secretary?

| NUMBER OF VOTES | ELECTION DAY | EARLY VOTING | TOTAL |
|------------------------|---------------------|---------------------|--------------|
| FOR | 270 | 129 | 399 |
| AGAINST | 21 | 6 | 27 |

PROPOSITION NO. 10

Whether or not to adopt an amendment to Section 3.13 "Rules of Procedure" of the Home Rule Charter to provide for the City Council to adopt the latest version of "Robert's Rules of Order" as a procedural guide for City Council meetings?

| NUMBER OF VOTES | ELECTION DAY | EARLY VOTING | TOTAL |
|------------------------|---------------------|---------------------|--------------|
| FOR | 238 | 109 | 347 |
| AGAINST | 38 | 20 | 58 |

PROPOSITION NO. 11

Whether or not to adopt an amendment to Section 3.19 "Boards

and Commissions" of the Home Rule Charter to provide for qualifications for Board and Commission members and for the City Council by an affirmative vote of four (4) council members to waive the requirement that a person may serve on more than one (1) board of commission?

| NUMBER OF VOTES | ELECTION DAY | EARLY VOTING | TOTAL |
|------------------------|---------------------|---------------------|--------------|
| FOR | 206 | 92 | 298 |
| AGAINST | 75 | 39 | 114 |

PROPOSITION NO. 12

Whether or not to adopt an amendment to Section 4.03 "Qualifications of City Manager" of the Home Rule Charter to require a candidate for City Manager to have a background check?

| NUMBER OF VOTES | ELECTION DAY | EARLY VOTING | TOTAL |
|------------------------|---------------------|---------------------|--------------|
| FOR | 292 | 135 | 427 |
| AGAINST | 8 | 2 | 10 |

PROPOSITION NO. 13

Whether or not to adopt an amendment to Section 4.04 "Powers and Duties of City Manager" of the Home Rule Charter to require the City Council to hire an independent forensic audit firm to conduct an investigation into allegation(s) of misappropriations of municipal funds by a municipal employee?

| NUMBER OF VOTES | ELECTION DAY | EARLY VOTING | TOTAL |
|------------------------|---------------------|---------------------|--------------|
| FOR | 273 | 127 | 400 |
| AGAINST | 23 | 7 | 30 |

PROPOSITION NO. 14

Whether or not to adopt an amendment to Section 4.04 "Powers and Duties of City Manager" of the Home Rule Charter to require the City Manager to attend relevant State and Regional meetings on behalf of the City; and, to network with State organizations and Cities for and on behalf of the City?

| NUMBER OF VOTES | ELECTION DAY | EARLY VOTING | TOTAL |
|------------------------|---------------------|---------------------|--------------|
| FOR | 250 | 112 | 362 |
| AGAINST | 42 | 18 | 60 |

PROPOSITION NO. 15

Whether or not to adopt an amendment to Section 6.02 "Payment of Taxes" of the Home Rule Charter to permit acceptance of alternate methods of payment by credit, debit or clearing house cards for taxes?

| NUMBER OF VOTES | ELECTION DAY | EARLY VOTING | TOTAL |
|------------------------|---------------------|---------------------|--------------|
| FOR | 249 | 103 | 352 |
| AGAINST | 35 | 25 | 60 |

PROPOSITION NO. 16

Whether or not to adopt an amendment to Section 7.02 "Petitions for Recall" of the Home Rule Charter to reduce the percentage of persons to sign a petition for recall of the Mayor or Council member from forty percent (40%) to thirty percent (30%)?

| NUMBER OF VOTES | ELECTION DAY | EARLY VOTING | TOTAL |
|------------------------|---------------------|---------------------|--------------|
| FOR | 173 | 69 | 242 |
| AGAINST | 113 | 58 | 171 |

PROPOSITION NO. 17

Whether or not to adopt an amendment to Section 7.14 "Initiative and Referendum" of the Home Rule Charter to require any affidavit or petition to be provided to the City Secretary within three (3) business days instead of three (3) calendar days?

| NUMBER OF VOTES | ELECTION DAY | EARLY VOTING | TOTAL |
|------------------------|---------------------|---------------------|--------------|
| FOR | 255 | 113 | 368 |
| AGAINST | 30 | 13 | 43 |

PROPOSITION NO. 18

Whether or not to adopt an amendment to Section 9.03 "Nepotism" of the Home Rule Charter that would prohibit the City from hiring any person who is related to another City employee by the third (3rd) degree of affinity (marriage) or consanguinity (blood)?

| NUMBER OF VOTES | ELECTION DAY | EARLY VOTING | TOTAL |
|------------------------|---------------------|---------------------|--------------|
| FOR | 179 | 75 | 254 |
| AGAINST | 112 | 52 | 164 |

PROPOSITION NO. 19

Whether or not to adopt an amendment to Section 9.05 "Amendments and Charter Review" of the Home Rule Charter which would require the Mayor and each City Council member to appoint two (2) members to a Charter Review Commission?

| NUMBER OF VOTES | ELECTION DAY | EARLY VOTING | TOTAL |
|------------------------|---------------------|---------------------|--------------|
| FOR | 240 | 108 | 348 |
| AGAINST | 46 | 21 | 67 |

It appearing that Propositions 1 through 19 has been approved by the majority of the qualified voters voting at said election and shall become a part of the City of Seagoville Home Rule Charter.

IT IS FURTHER ORDERED that this canvass and declaration of results of said election be entered in the Minutes of the City Council.

This Resolution, declaring the results of the election shall become effective immediately after its passage.

ORDERED AND ADOPTED by the City Council of the City of Seagoville, Texas, this the 16th day of May, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

UNA RESOLUCIÓN DE LA CIUDAD DE SEAGOVILLE, TEJAS

RESOLUCIÓN NO. 32-R-16

UNA RESOLUCIÓN DE LA CIUDAD DE TEXAS, SEAGOVILLE, LOS RESULTADOS DE UNA ELECCIÓN ESPECIAL CELEBRADA EL 7 DE MAYO DE 2016; LOS FUNCIONARIOS DEVUELVE SE ABRIERON, EXAMINÓ Y ANALIZÓ LOS RESULTADOS FUERON DECLARADOS; PROPORCIONANDO LA PROPOSICIÓN DE RESULTADOS; PROPORCIONANDO PARA EL ESCRUTINIO DE VOTOS; EL AYUNTAMIENTO APRUEBA LOS RESULTADOS DE LA ELECCIÓN; Y PROPORCIONAR UNA FECHA EFECTIVA.

Mientras que, hasta ahora, el Ayuntamiento de la ciudad de Seagoville, Texas, llamado una elección especial a celebrarse en la ciudad el 7 de mayo de 2016.

Mientras que, el día 16 de mayo, 2016, en una reunión de convocar oportunamente, el Ayuntamiento de la ciudad de Seagoville , Tejas, un quórum presente en conformidad con la ley estatal, fue llamado al orden y la siguiente empresa se liquidó.

Mientras que, dicho funcionario devuelve se abrieron, examinó y analizó los resultados declarados como sigue:

Mientras que, inmediatamente después de dicha elección, los jueces y otros funcionarios que ocupen dice elección hicieron sus devoluciones de los resultados al de la ciudad como sigue, y dijo devuelve realizados conforme a la ley y debidamente autenticado, y está demostrado que la notificación por escrito de dicha elección fue publicada por el tiempo y en la forma prevista por la ley, y todas las demás diligencias relativas a dicha elección haya comprobado que se han realizado y realizan en y en la forma prevista por la ley, y todos los documentos correspondientes al haber sido devuelto y presentados ante el de la ciudad y ninguna protesta o objeción que se realizan para o con respecto a cualquier cuestión referente a dicha elección.

Mientras que, en la moción presentada y respaldada, el Ayuntamiento recibió y aprobó los siguientes resultados electorales:

Ahora, por lo tanto, que sea resuelto por el Ayuntamiento de la ciudad de Seagoville, Tejas, después de examinar dicho devuelve y la apertura y la captación de los votos de la elección, dijo que los resultados de dicha elección son los siguientes:

que el siguiente número de votos fueron emitidos por las siguientes propuestas:

PROPOSICIÓN NO. 1

TM76833

Ya sea de adoptar o no una enmienda a la Sección 2.06, "Para el mejoramiento de las calles por lo tanto" de la ciudad y el asesoramiento de la Cartilla de la Ciudad de Seagoville para proveer que el mejoramiento de las calles sea revisado por un ingeniero civil con licencia para tal caso.

| Número de votos | el día de las elecciones | la votación anticipada | total |
|------------------------|---------------------------------|-------------------------------|--------------|
| Por | 279 | 132 | 411 |
| Contra | 28 | 9 | 37 |

PREPOSICIÓN NO. 2

Ya sea el adoptar o no una enmienda a los "Contratos" de la sección 2.17, de la Cartilla de la Ciudad de Seagoville para proveer un medio de removimiento de basura y otros desperdicios sólidos. Los contratos del municipio público no podrán exceder más de cinco (5) años en su duración.

| Número de votos | el día de las elecciones | la votación anticipada | total |
|------------------------|---------------------------------|-------------------------------|--------------|
| Por | 266 | 129 | 395 |
| Contra | 34 | 15 | 49 |

PREPOSICIÓN NO. 3

Ya sea el adoptar o no una enmienda a la Sección 3.01 en lo que se refiere al "Alcalde de la Ciudad y a los miembros de su concilio" y 3.08 a las "Limitaciones de Autoridad" de la Cartilla de la Ciudad de Seagoville de que un empleado actual o jubilado no pueda ser elegido para servir como alcalde o miembro del Concilio de la Ciudad dentro de un (1) año de la separación de su puesto en el municipio.

| Número de votos | el día de las elecciones | la votación anticipada | total |
|------------------------|---------------------------------|-------------------------------|--------------|
| Por | 233 | 106 | 339 |
| Contra | 65 | 36 | 101 |

PREPOSICIÓN NO. 4

Ya sea el adoptar o no una enmienda a la Sección 3.01 en "Alcalde de la Ciudad y a los miembros de su concilio" en la ciudad de Seagoville y para proveer limites al servir en el Concilio de la Ciudad, excluyendo el puesto de Alcalde, el cual podrá servir tres (3) términos completos consecutivos

| Número de votos | el día de las elecciones | la votación anticipada | total |
|-----------------|--------------------------|------------------------|-------|
| Por | 224 | 100 | 324 |
| Contra | 72 | 35 | 107 |

PREPOSICIÓN NO. 5

Ya sea el adoptar o no una enmienda a las Sección 3.07 en "Las Obligaciones y Poderes del Concilio de la Ciudad" en la Cartilla de la Ciudad de Seagoville para proveer que cualquier tema traído por un miembro del Concilio de la Ciudad pueda ser incluido en la agenda de una junta debidamente convocada.

| Número de votos | el día de las elecciones | la votación anticipada | total |
|-----------------|--------------------------|------------------------|-------|
| Por | 241 | 120 | 361 |
| Contra | 48 | 15 | 63 |

PREPOSICIÓN NO. 6

Ya sea el adoptar o no una enmienda a la Sección 3.07 en las "Obligaciones y Poderes del Concilio de la Ciudad" en la Cartilla de la Ciudad de Seagoville para proveer una revisión anual o a mitad de año para hacer una revisión tocante al Alguacil, el Secretario de la Ciudad, el Abogado de la Ciudad o el Juez de la corte municipal.

| Número de votos | el día de las elecciones | la votación anticipada | total |
|-----------------|--------------------------|------------------------|-------|
| Por | 280 | 129 | 409 |
| Contra | 21 | 8 | 29 |

PREPOSICIÓN NO. 7

Ya sea el adoptar o no una enmienda a la Sección 3.19 de "Las Mesas Directivas y las Comisiones" de la Cartilla de la Ciudad para proveer los siguientes requisitos:

1. Estar capacitado/a para votar dentro de la

- ciudad durante un convenio
2. No estar atrasado en los pagos de impuestos al municipio, los servicios u otros cargos y obligaciones debidos al municipio.
 3. No haber sido convicto de cualquier crimen, incluyendo un crimen menor de clasificación A.
 4. No ser parte contraria de pleitos legales o tener pleitos pendientes contra el municipio, la ciudad.

| Número de votos | el día de las elecciones | la votación anticipada | total |
|-----------------|--------------------------|------------------------|-------|
| Por | 277 | 129 | 406 |
| Contra | 24 | 8 | 32 |

PREPOSICIÓN NO. 8

Ya sea el adoptar o no una enmienda a la Sección 3.10 en las "Reuniones del Concilio de la Ciudad" de la Cartilla de la Ciudad para proveer avisos para reuniones especiales en el sitio electrónico de la ciudad y para poner avisos de las reuniones especiales en las paredes a la entrada del edificio municipal.

| Número de votos | el día de las elecciones | la votación anticipada | total |
|-----------------|--------------------------|------------------------|-------|
| Por | 274 | 130 | 404 |
| Contra | 17 | 6 | 23 |

PREPOSICIÓN NO. 9

Ya sea el adoptar o no una enmienda a la Sección 3.12 en el "Conflicto de Interés" de la Cartilla de la Ciudad para proveer al Secretario de la Ciudad el poder de verificar con el Abogado de la Ciudad si existe un conflicto de interés y archivar la documentación requerida con el Secretario de la Ciudad.

| Número de votos | el día de las elecciones | la votación anticipada | total |
|-----------------|--------------------------|------------------------|-------|
| Por | 270 | 129 | 399 |
| Contra | 21 | 6 | 27 |

PREPOSICIÓN NO. 10

Ya sea el adoptar o no una enmienda a la Sección 3.13 en el “Reglamento y Procedimiento” de la Cartilla de la Ciudad para proveer al Concilio de la Ciudad el poder de adoptar la última versión del “Orden y Reglamento Robert” como procedimiento o guía para las reuniones del Concilio.

| Número de votos | el día de las elecciones | la votación anticipada | total |
|-----------------|--------------------------|------------------------|-------|
| Por | 238 | 109 | 347 |
| Contra | 38 | 20 | 58 |

PREPOSICIÓN NO. 11

Ya sea el adoptar o no una enmienda a la Sección 3.19 en “Las Mesas Directivas y las Comisiones” de la Cartilla de la Ciudad para proveer los requisitos para los miembros de la Mesa Directiva y de la Comisión del Concilio de la Ciudad para que por un voto afirmativo de cuatro (4) los miembros del Concilio no tengan que cumplir con el requisito de que no pueden servir en más de una mesa directiva o comisión.

| Número de votos | el día de las elecciones | la votación anticipada | total |
|-----------------|--------------------------|------------------------|-------|
| Por | 206 | 92 | 298 |
| Contra | 75 | 39 | 114 |

PREPOSICIÓN NO. 12

Ya sea el adoptar o no una enmienda a la Sección 4.03 en los “Requisitos para Gerente de la Ciudad” de la Cartilla de la Ciudad para requerirle a un candidato a Gerente de la Ciudad a que tenga una revisión personal.

| Número de votos | el día de las elecciones | la votación anticipada | total |
|-----------------|--------------------------|------------------------|-------|
| Por | 292 | 135 | 427 |
| Contra | 8 | 2 | 10 |

PREPOSICIÓN NO. 13

Ya sea el adoptar o no una enmienda a la Sección 4.04 en los "Poderes y Obligaciones del Gerente de la Ciudad" en la Cartilla de la Ciudad para requerirle al Concilio de la Ciudad el contratar a una empresa forense para la investigación referente a la conducta de un empleado municipal al invertir malamente los fondos públicos

| Número de votos | el día de las elecciones | la votación anticipada | total |
|-----------------|--------------------------|------------------------|-------|
| Por | 273 | 127 | 400 |
| Contra | 23 | 7 | 30 |

PREPOSICIÓN NO. 14

Ya sea el adoptar o no una enmienda a la Sección 4.04 en los "Poderes y Obligaciones del Gerente de la Ciudad" a la Cartilla de la Ciudad para exigirle al Gerente de la Ciudad asistir a las reuniones relevantes del estado y a las Reuniones Regionales en beneficio del municipio, y, a la cadena de organizaciones en favor y beneficio del municipio, la ciudad.

| Número de votos | el día de las elecciones | la votación anticipada | total |
|-----------------|--------------------------|------------------------|-------|
| Por | 250 | 112 | 362 |
| Contra | 42 | 18 | 60 |

PREPOSICIÓN NO. 15

Ya sea el adoptar o no una enmienda a la Sección 6.02 en el "Pago de Impuestos" a la Cartilla de la Ciudad para permitir y aceptar el método alterno de los pagos por crédito, débito u las tarjetas de cámara de compensación para pagar los impuestos.

| Número de votos | el día de las elecciones | la votación anticipada | total |
|-----------------|--------------------------|------------------------|-------|
| Por | 249 | 103 | 352 |
| Contra | 35 | 25 | 60 |

PREPOSICIÓN NO. 16

Ya sea el adoptar o no una enmienda a la Sección 7.02

en las "Peticiónes de Revocación" a la Cartilla de la Ciudad para reducir el promedio de las firmas de personas para una petición para la revocación del Alcalde o un miembro del Concilio. La reducción sería del cuarenta por ciento (40%) al treinta por ciento (30%)

| Número de votos | el día de las elecciones | la votación anticipada | total |
|-----------------|--------------------------|------------------------|-------|
| Por | 173 | 69 | 242 |
| Contra | 113 | 58 | 171 |

PREPOSICIÓN NO. 17

Ya sea el adoptar o no una enmienda a la Sección 7.14 a la "Iniciativa y plebiscito, la acción de someter algo a la Cartilla de la Ciudad en la que se requiera cualquier tipo de declaración firmada que sea proveída al Secretario del Municipio, la ciudad, dentro de tres (3) días hábiles, dentro del calendario actual.

| Número de votos | el día de las elecciones | la votación anticipada | total |
|-----------------|--------------------------|------------------------|-------|
| Por | 255 | 113 | 368 |
| Contra | 30 | 13 | 43 |

PREPOSICIÓN NO. 18

Ya sea el adoptar o no una enmienda a la Sección 9.03 acerca del "Nepotismo" en la Cartilla de la Ciudad que prohibiría el contratar a cualquier persona que esté afiliada a un empleado de la Ciudad, el municipio, y que sea parte de la familia del empleado hasta un un tercer (3th) grado, ya sea por matrimonio o lazos sanguíneos (nacidos dentro de la misma familia).

| Número de votos | el día de las elecciones | la votación anticipada | total |
|-----------------|--------------------------|------------------------|-------|
| Por | 179 | 75 | 254 |
| Contra | 112 | 52 | 164 |

PREPOSICIÓN NO. 19

Ya sea el adoptar o no una enmienda a la sección 9.05 en las "Enmiendas al Repaso" de la Cartilla de la Ciudad, la cual requeriría al Alcalde de cada miembro del Concilio Municipal el seleccionar dos (2)

miembros de la Cartilla de Comisión y Repaso.”

| Número de votos | el día de las elecciones | la votación anticipada | total |
|-----------------|--------------------------|------------------------|-------|
| Por | 240 | 108 | 348 |
| Contra | 46 | 21 | 67 |

Aparición que proposiciones 1 a través de 19 han sido aprobadas por la mayoría de los votantes calificados la votación en esa elección y se convertirá en una parte de la ciudad de Seagoville Inicio Carta de regla.

Se ordenó asimismo que este lienzo y la declaración de resultados de dicha elección se haga constar en el acta del Consejo de la ciudad.

Esta resolución, declarar los resultados de la elección se hará efectiva inmediatamente después de su aprobación.

Ordenado y aprobado por el Consejo Municipal de la ciudad de Seagoville, Tejas, el día 16 de mayo, 2016.

APPROBADO:

ALCALDE

AFESTIGUÓ:

SECRETARIO DE LA CIUDAD

APROBADA COMO FORMULARIO:

ABOGADO DE LA CIUDAD DE

Agenda Item 3

Administer the Oath of Office to the re-elected Councilmembers and newly elected Councilmember.

BACKGROUND OF ISSUE:

City Secretary Dara Crabtree will administer the Oath of Office to the re-elected Councilmembers and the newly elected Councilmember.

FINANCIAL IMPACT:

N/A

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Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Rick Howard, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Councilmember Place 1 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

.....
State of Texas)
County of Dallas)

Sworn to and subscribed before me
this

16 day of May, 2016.

(seal)

Signature of Notary Public or Other Officer
Administering Oath
Data Crabtree
Printed or Typed Name

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Harold Magill, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Councilmember Place 3 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

.....
State of Texas)
County of Dallas)

Sworn to and subscribed before me
this

16 day of May, 2016.

(seal)

Signature of Notary Public or Other Officer
Administering Oath
Dara Crabtree
Printed or Typed Name

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Jon Epps, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Councilmember Place 5 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

.....
State of Texas)
County of Dallas)

Sworn to and subscribed before me this 16 day of May, 2016.

(seal)

Signature of Notary Public or Other Officer
Administering Oath
Dara Crabtree
Printed or Typed Name

Agenda Item 4C

Approval of minutes.

BACKGROUND OF ISSUE:

Approval of minutes for meetings held on April 18, 2016.

FINANCIAL IMPACT:

N/A

**CITY COUNCIL
WORK SESSION
APRIL 18, 2016**

The City Council held a work session on Monday, April 18, 2016 at 6:30 p.m. with a quorum present, to wit:

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

The following staff members were also present: City Manager Pat Stallings, Community Development Director Ladis Barr, Police Chief Ray Calverley, Support Services Manager Christine Dykes, Utilities Director Phil DeChant, HR Director/Risk Manager Cindy Brown, City Attorney Alexis Allen and City Secretary Dara Crabtree.

ITEM 1. DISCUSSION OF AGENDA ITEMS.

ITEM 4C. Following a City Council inquiry, Utilities Director DeChant confirmed the one (1) bid received was approximately \$80,000.00 over budget.

ITEM 6. Following several City Council inquiries, Community Development Director Barr stated they would make sure the contractor was aware that the heavy trucks/equipment can only enter and exit off Lasater; the SUP expiration date coincides with the expiration of their TCEQ permit; and they will only be allowed to work the hours permitted per the noise ordinance (7:00 a.m. – 7:00 p.m.).

The work session was adjourned at 6:48 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**CITY COUNCIL
REGULAR MEETING
APRIL 18, 2016**

The City Council held a regular meeting on Monday, April 18, 2016 at 7:00 p.m. with a quorum present, to wit:

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

Phil Greenawalt provided the invocation and Mayor Pro Tem Lemond led the Pledge of Allegiance.

MAYOR'S REPORT. No report.

Mayor Pro Tem Lemond presented a proclamation recognizing the month of May as *Motorcycle Safety and Awareness Month*.

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

CONSENT AGENDA.

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

ITEM 1C. Approve minutes for meetings held on April 4, 2016.

ITEM 2C. Approve a Resolution No. 25-R-16 directing Oncor Electric Delivery Company, LLC to file certain information with the City of Seagoville; setting a procedural schedule for the gathering and review of necessary information in connection therewith; setting dates for the filing of the City's analysis of the company's filing and the company's rebuttal to such analysis; ratifying the hiring of legal counsel and consultants; reserving the right to require the reimbursement of the City of Seagoville's rate case expenses; setting a public hearing for the purposes of determining if the existing rates of Oncor Electric Delivery Company, LLC are unreasonable or in any way in violation of any provision of law and the determination by the City of Seagoville of just and reasonable rates to be charged by Oncor Electric Delivery Company, LLC; noting compliance with open meetings law; providing notice of passage.

- ITEM 3C.** Approve a Resolution No. 26-R-16 ratifying the City Manager executing the General Certificate of the City of Seagoville in connection with the North Texas Municipal Water District Lower East Fork Wastewater Interceptor System Contract Revenue Refunding Bonds, Series 2016.
- ITEM 4C.** Approve a Resolution No. 27-R-16 rejecting all bids for water line improvements along Seagoville Road, Alto Road, Woodhaven Road and May Road; authorizing the City Manager or his designee to execute any necessary documents; and providing an effective date.
- ITEM 5C.** Approve a Resolution No. 28-R-16 authorizing the creation of the North Central Texas Regional 9-1-1 Emergency Communications District.

ITEM 6. Mayor Pro Tem Lemond opened the public hearing at 7:10 p.m. to consider amending the Comprehensive Zoning Ordinance of the City of Seagoville, as amended, by changing the zoning from "PD-R-5" Planned Development - Residential-5 to "PD-R-5-SUP" Planned Development - Residential-5 with a Special Use Permit, which shall expire on September 30, 2017, to allow for a temporary concrete batch plant, on Lots 1 through 5, Block P, of the Highland Meadows Phase IIB Subdivision located between Balleywood Drive and the end of Old Farm Drive. No one spoke in favor or opposition of the request. The public hearing was closed at 7:11 p.m. Councilmember Epps made a motion, seconded by Councilmember Howard, to approve Ordinance No. 18-16 amending the Comprehensive Zoning Ordinance of the City of Seagoville, as amended, by changing the zoning from "PD-R-5" Planned Development - Residential-5 to "PD-R-5-SUP" Planned Development - Residential-5 with a Special Use Permit, which shall expire on September 30, 2017, to allow for a temporary concrete batch plant, on Lots 1 through 5, Block P, of the Highland Meadows Phase IIB Subdivision located between Balleywood Drive and the end of Old Farm Drive, in the City of Seagoville, Dallas County, Texas; providing for special conditions; providing for an approved site plan which is attached hereto and incorporated herein as Exhibit "A"; providing for the repeal of all ordinances in conflict; providing a severability clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date. A vote was cast 5 for, 0 against.

ITEM 7. Councilmember Hernandez made a motion, seconded by Councilmember Epps, to approve Resolution No. 29-R-16 authorizing the Seagoville Economic Development Corporation to undertake a project for the retention of jobs and expansion of business development in the City, including a grant in an amount which exceeds ten thousand dollars (\$10,000.00), in accordance with the Texas Local Government Code; and providing an effective date. A vote was cast 5 for, 0 against.

ITEM 8. Councilmember Epps made a motion, seconded by Councilmember Hernandez, to approve Resolution No. 30-R-16 approving the terms and conditions of an Economic Development Incentive Agreement by and between the City of Seagoville, Texas and Seagoville Venture No. Three-S-SI Rio Grande, L.P.; Authorizing the Mayor to execute said agreement; and providing an effective date. A vote was cast 5 for, 0 against.

ITEM 9. COUNCILMEMBER REPORTS. No reports.

ITEM 10. CITIZEN COMMENTS.

Phil Greenawalt, 512 Highland Dr. – thanked the City Council for their support; commented the recent luncheon mixers had been well attended; the auction was very successful; and Mayfest will be May 12-15 and invited everyone to attend.

ITEM 11. FUTURE AGENDA ITEMS. No items.

ITEM 12. The meeting adjourned at 7:19 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Agenda Item 5C

Approval of a Resolution entering into a Professional Services Contract with Pipeline Analysis, LLC in the amount of Fifty-Nine Thousand Three Hundred and Fifty Dollars (\$59,350.00) for the purpose of performing various field testing and the inspection of the wastewater collection system within the Bowers Road Lift Station Service Areas; prepare final reports containing recommended system repairs and the estimated costs associated with reducing wet weather inflow and infiltration; authorizing the City Manager to execute all necessary documents; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville is under an Administrative Order from the Environmental Protection Agency (EPA), to develop a Capacity, Management, Operation and Maintenance (CMOM) Plan over the next 365 days. There are several compliance standards that will require expert sanitary sewer engineering advice to complete. Pipeline Analysis, LLC is currently under contract with the North Texas Municipal Water District and several other municipalities in the area to accomplish the same tasks as Seagoville. Earlier this year, Council approved a Professional Services Agreement with Pipeline Analysis, LLC to develop a CMOM.

This proposed Professional Services Contract will address an area of our City from Bowers Road to US 175 that is known to have high inflow and infiltration (I&I) issues that may, if left unattended lead to Sanitary Sewer Overflows (SSO). The main objective of the CMOM is to reduce I&I issues, thus effectively stopping SSO's. If approved, the contractor will perform nine (9) tasks that will assist the City in developing a long term plan to reduce and hopefully eliminate SSO's in the area identified in this contract.

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

FINANCIAL IMPACT:

If approved, funding for this Professional Services Agreement in the amount of \$59,350 will be made from the FY2016 Water and Sewer Fund. The City has sufficient funding available in this account to fund this project.

LEGAL

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

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 33-R-16

A RESOLUTION ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT WITH PIPELINE ANALYSIS, LLC IN THE AMOUNT OF FIFTY-NINE THOUSAND THREE HUNDRED FIFTY DOLLARS (\$59,350.00) FOR THE PURPOSE OF PERFORMING VARIOUS FIELD TESTING AND THE INSPECTION OF WASTEWATER COLLECTION SYSTEM WITHIN THE BOWERS ROAD LIFT STATION SERVICE AREAS; PREPARE FINAL REPORTS CONTAINING RECOMMENDED SYSTEM REPAIRS AND THE ESTIMATED COSTS ASSOCIATED WITH REDUCING WET WEATHER INFLOW AND INFILTRATION; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas desires to enter into a Professional Services Agreement with Pipeline Analysis, LLC, a Texas limited liability company; and

WHEREAS, Pipeline Analysis, LLC will be compensated fifty-nine thousand three hundred fifty dollars (\$59,350.00) for the purpose of performing various field testing and the inspection of wastewater collection system within the Bowers Road Lift Station service areas along with preparing final reports containing recommended system repair and the estimated costs associated with reducing wet weather inflow and infiltration; and

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

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

SECTION 1. The City Manager is hereby authorized, on behalf of the City of Seagoville, Texas, to execute the Professional Services Agreement, with Pipeline Analysis, LLC, attached hereto as Exhibit "A" and made a part hereof for all purposes.

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 16th day of May, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**Professional Services Contract
City of Seagoville, Texas
Sanitary Sewer Evaluation Survey
Bowers Road Lift Station Service Area**



May 10, 2016



**1115 Main Street
Garland, Texas 75040
800-637-0164**

EXHIBIT "A"

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

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

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

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

THE CITY AND ENGINEER AGREE AS FOLLOWS:

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

1. SCOPE OF SERVICES

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

1.1 Approach to Project

This project will perform various field testing and inspection of the wastewater collection system within the Bowers Road L.S. Service Area and prepare final reports that recommend system repairs and estimated costs to reduce wet weather infiltration/inflow.

1.2 Detailed Scope of Services

See Exhibit B attached.

2. CITY'S RESPONSIBILITIES

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

2.1 Provide Existing Data

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

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

2.2 Provide Access

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

2.3 CITY Representative

CITY designates Phil DeChant (214-329-3381) as representative to act as the contact person on behalf of the CITY.

3. SCHEDULE

3.1 Schedule

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

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

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

The ENGINEER shall begin work immediately upon receipt of the executed CONTRACT and/or written Notice to Proceed.

3.2 Completion of Services

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

3.3 Changes

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

3.4 Written Authorization for Additional Work

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

4. PAYMENT FOR SERVICES

4.1 Terms

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

Basic Engineering Fee:

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

Reimbursable Expenses

Not applicable

Additional Services

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

4.2 Basis and Amount of Compensation for Basic Services

Compensation for basic services will be as shown in Exhibit A. These services will be billed monthly based on a percentage completed and will not exceed the total presented.

4.3 Basis and Amount of Compensation for Additional Services

Not applicable. No additional services are anticipated.

4.4 Partial Payments for Services

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

4.5 Delay

If ENGINEER'S design services or service during construction of the PROJECT are delayed or suspended in whole or in part by the CITY for more than one year for reasons beyond ENGINEER'S control the various rates of compensation, including Additional Services, provided for elsewhere in this CONTRACT shall be subject to

equitable adjustment.

5. TERMINATION, SUSPENSIONS OR ABANDONMENT

5.1 Termination

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

5.2 Suspension

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

5.3 Abandonment

This CONTRACT may be terminated by CITY upon not less than seven (7) days written notice to the ENGINEER in the event that the Project is permanently abandoned. If the Project is abandoned by CITY for more than ninety (90) consecutive days, the ENGINEER or CITY may terminate this CONTRACT by giving written notice.

5.4 Failure to Pay

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

If CITY fails to make payment to ENGINEER within thirty (30) days of a statement for services properly performed, the ENGINEER may, upon fourteen (14) days written notice to CITY, suspend performance of services under this CONTRACT. Unless ENGINEER receives payment in full within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services under this section, the ENGINEER shall have no liability to CITY for delay or

damage caused CITY because of such suspension of services.

6. GENERAL CONSIDERATIONS

6.1 Professional Standards

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

6.2 Progress and Performance

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

6.3 CITY Control

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

6.4 Independent Agent

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

6.5 Compliance with Laws

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

6.6 No Additional Work Without Authorization

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

6.7 Indemnification

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

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

6.8 Insurance

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

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

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

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

written on a claims-made basis if the policy provides for a retroactive date equivalent to the inception date of the CONTRACT or earlier, maintained during the full term of the CONTRACT.

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

6.9 Property

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

6.10 Governing Law

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

6.11 Assignment

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

7. DOCUMENT EXECUTION

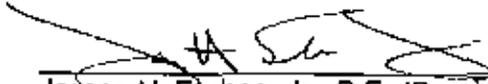
IN WITNESS WHEREOF, the parties have executed this CONTRACT the _____ day of _____, 2016.

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

By: _____
Pat Stallings (City Manager)

Date: _____

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

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

Date: April 15, 2016

Exhibit A Compensation Sewer System Evaluation Survey

Sanitary Sewer Evaluation Survey Bowers Road Lift Station Service Area

| Task | Description | Estimated Quantity | Unit Price | Total |
|----------------------------|---|--------------------|------------|---------------------|
| 100 | Mobilization | L.S. | L.S. | \$ 1,500.00 |
| 200 | Manhole/Pipe Inspection -(100%) | 90 | \$115.00 | \$ 10,350.00 |
| 300 | Smoke Testing, Public Awareness, Data Entry & Analysis (100%) | 38,250 | \$ 0.56 | \$ 21,420.00 |
| 400 | Dye Flooding | 4 | \$195.00 | \$ 780.00 |
| 500 | Preparatory Cleaning | | | |
| | Hwy 175 and Backyard Easements (MH 3780 to 3740) | 2500 | \$ 2.40 | \$ 6,000.00 |
| | Street Easement | 2000 | \$ 1.25 | \$ 2,500.00 |
| 600 | CCTV Inspection | | | |
| | Hwy 175 and Backyard Easements (MH 3780 to 3740) | 2500 | \$ 2.10 | \$ 5,250.00 |
| | Street Easement | 2000 | \$ 1.25 | \$ 2,500.00 |
| 700 | Admin. Project Mgt. | L.S. | L.S. | \$ 1,500.00 |
| 800 | Defect Analysis/Rehab. | L.S. | L.S. | \$ 1,250.00 |
| 900 | Database, Cost Estimates, Mapping, Final Reports | L.S. | L.S. | \$ 6,300.00 |
| Total Not To Exceed | | | | \$ 59,350.00 |

Cleaning and CCTV inspection will include the HWY 175 crossing (Manhole 3780 to 3740) and pipelines West of Elmo (from manhole 4060 to 4140). Other pipelines identified during the evaluation may be recommended for cleaning and CCTV inspection.

Exhibit B

Detailed Scope of Services

The following represents the project approach. Tasks include:

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

TASK 100 MOBILIZATION

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

1. Previous studies for the service areas to be investigated
2. Modifying the existing asset numbering system in the project area.

Deliverable:

1. Delivery of equipment and personnel
2. Work maps of the Bowers Road Lift Station service area and delineated boundaries

To Be Provided by City:

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

Deliverables:

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

TASK 200 MANHOLE/PIPE INSPECTION

Manholes can be a significant source of extraneous infiltration/inflow and thereby reduce system wet weather capacity. For this reason, each manhole within the study area is inspected. For the study area

designated, field inspection crews will perform an inspection of manholes. The data gathered during this phase of the project will be used to prioritize manholes for rehabilitation and establish the base data necessary to accurately determine mainline sewer rehabilitation alternatives and costs. Other important deliverables resulting from this work task are the updating of the collection system map, determination of debris levels in pipes and verification of pipe sizes. This information is critical in preparing subsequent rehabilitation plans, cleaning requirements to restore capacity and updating of the system maps.

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

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

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

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

To Be Provided by City:

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

Measurement of Payment:

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

TASK 300 SMOKE TESTING OF STUDY AREA

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

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

To Be Provided by City:

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

Deliverables:

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



SMOKE TESTING NOTICE TO RESIDENT

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

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

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

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

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

972-479-0655



Task 400 Dye Flooding (If required)

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

To Be Provided by City:

- Water for dye flooding at no cost to Engineer

TASK 500 & 600 CLEANING AND TASK CCTV

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

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

To Be Provided by City:

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

Measurement of Payment:

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

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

TASK 700 ADMINISTRATION AND PROJECT MANAGEMENT

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

Management work items include:

1. Field crew supervision and project planning
2. Obtain initial maps for field use and verification
3. Prepare monthly billings
4. Schedule equipment and order supplies

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

Deliverables:

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

To Be Provided by City:

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

TASK 800 DEFECT ANALYSIS/ REHABILITATION

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

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

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

To Be Provided by City:

- None

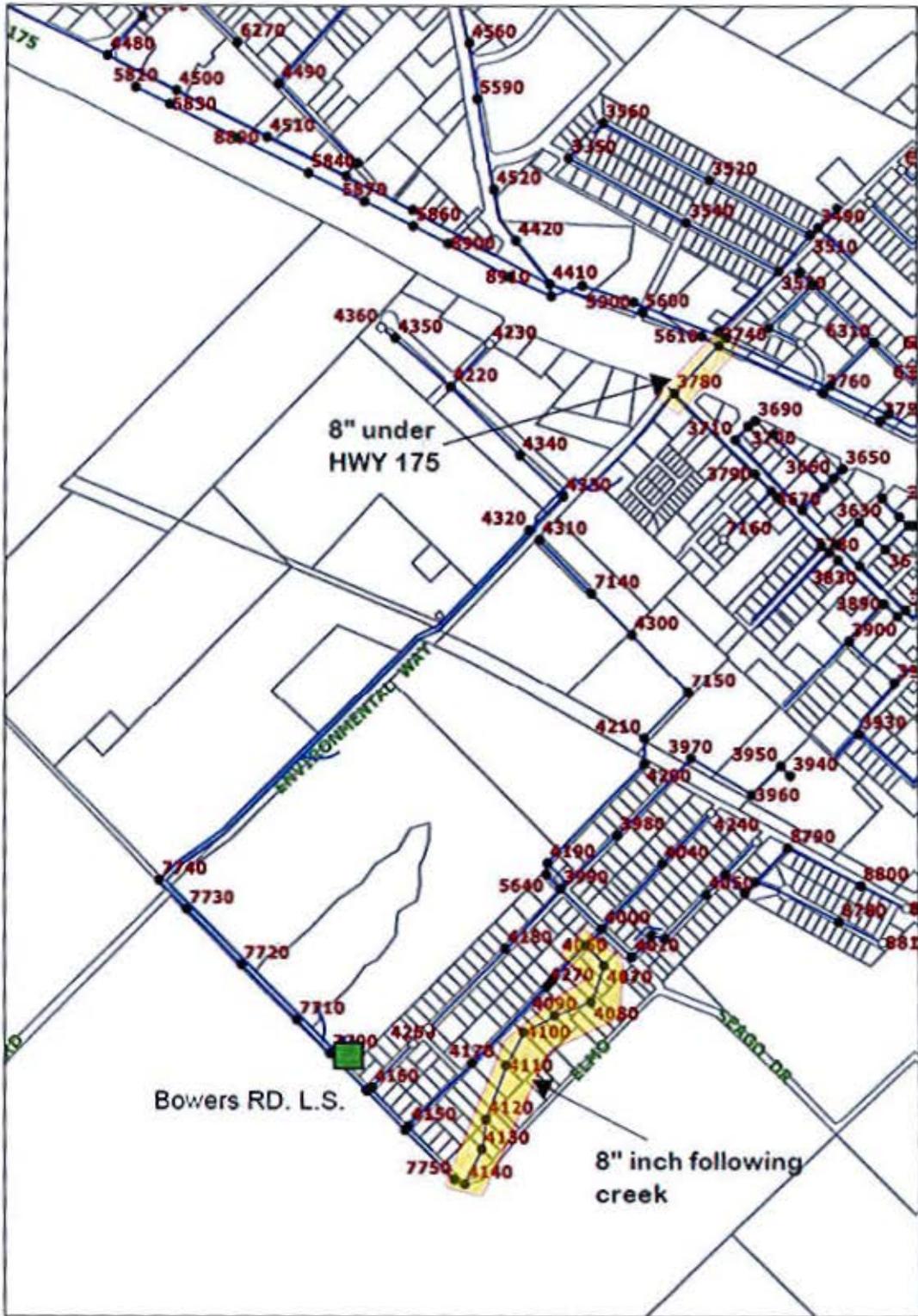
TASK 900 FINAL REPORT

Prepare and submit a Final Report that includes the following:

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

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

CCTV Inspection Line Segments



Agenda Item 6C

Approval of a Resolution amending the City of Seagoville's Investment Policy for Fiscal Year 2015-2016.

BACKGROUND OF ISSUE:

The Investment Policy for the City of Seagoville provides a list of authorized broker/dealers, local investment pool and financial institutions in Section XI – List of Attachments. Under the current Investment Policy, the list of authorized dealers is as follows:

- American National Bank
- Home Bank
- TexPool
- TexSTAR
- MultiBank Securities
- LOGIC

The above list of authorized broker/dealers is unchanged from the previous Investment Policy. The revisions in the proposed Investment Policy reflect best practices in Investment Policy components provided through the Public Funds Investment Act (PFIA) training provided by the Center for Public Management of the University of North Texas. The City Manager and the Finance Director recently attended this training session, and this revised Investment Policy is the result of topics discussed during the training seminar.

According to the discussion provided in the training seminar, an Investment Policy should contain the following components:

| <u>Component</u> | <u>Location In Revised Investment Policy</u> |
|---|--|
| Introduction/Policy Statement | Preface |
| Scope | Page 1, Section 2 |
| General Objectives | Page 1, Section 3.1 |
| Standards of Care | |
| • Prudent Person Rule | Page 5, Section 5.2 |
| • Capability of Investment Management | Page 6, Section 5.6 |
| • Ethics Disclosure and Conflicts of Interest | Page 5, Section 5.4 |
| • Delegation of Investment Authority | Page 4, Section 5.1 |
| • Investment Training | Page 6, Section 5.6 |
| Authorized Dealers and Institutions | Page 9, Section 8 |
| Safekeeping and Custody | |
| • Independent Third-Party Safekeeping | Page 10, Section 11.1 |
| • Delivery vs. Payment | Page 10, Section 9 |
| • Competitive Bidding | Page 10, Section 10 |
| Suitable and Authorized Investments | Page 6, Section 6 |
| Collateralization | Page 10, Section 11.2 |

| <u>Component</u> | <u>Location In Revised Investment Policy</u> |
|--|--|
| Investment Parameters (Diversification & Maximum Maturities) | Page 8, Section 7 |
| Investment Strategies | Page 3, Section 3.2.4 |
| Reporting | Page 12, Section 14 |
| Annual Compliance Audit | Page 12, Section 14.1 |
| Policy Considerations | Page 12, Section 15 |

This revised Investment Policy contains current industry best practices for City compliance with the Public Funds Investment Act and the Public Funds Collateral Act. Additionally, it has been reviewed by the City Attorney's office.

FINANCIAL IMPACT:

None

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 34-R-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AND ADOPTING THE CITY OF SEAGOVILLE'S AMENDED INVESTMENT POLICY ATTACHED HERETO AS EXHIBIT "A"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville reviews its Investment Policy annually; and

WHEREAS, as a result of recent Public Investment Fund training the City has determined there were several Best Practices Policies discussed that Management felt would help increase the sound fiscal management of municipal funds in order to protect principal while maximizing yield.

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

SECTION 1. That the City of Seagoville's Revised Investment Policy attached hereto as Exhibit "A" and made a part of hereof for all purposes, is hereby adopted.

SECTION 2. That all provisions of the Resolutions of the City of Seagoville, Texas, in conflict with the provisions of this Resolution are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.

SECTION 4. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Seagoville, Texas, on the 16th day of May, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

CITY OF SEAGOVILLE, TEXAS

INVESTMENT POLICY

May 2016

EXHIBIT "A"

CITY OF SEAGOVILLE, TEXAS INVESTMENT POLICY

PREFACE

It is the policy of the City of Seagoville (the "City") that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return.

Effective cash management is recognized as essential to good fiscal management. An active cash management and investment policy will be pursued to take advantage of investment interest as a viable and material source of revenue for City funds. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. The City will invest public funds in a manner that will provide the highest rate of return with the maximum security while meeting the daily cash flow demands of the City.

The City is required under the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) to adopt a formal written Investment Policy for the investment of public funds. These policies serve to satisfy the statutory requirement (including but not limited to the Public Funds Investment Act, Chapter 2256 of the Texas Government Code [PFIA] and the Public Funds Collateral Act, Chapter 2257 of the Texas Government Code) to define, adopt and review a formal investment strategy and policy.

**CITY OF SEAGOVILLE
INVESTMENT POLICY
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1. PURPOSE. The purpose of this investment policy (the "Policy") is to set forth specific investment policy and strategy guidelines for the City in order to achieve the goals of safety and liquidity and achieve a market rate of return in all investment activities. On an annual basis, the City Council shall review the investment strategy and policy and shall approve Policy revisions, if any, by formal resolution.

2. SCOPE. The Investment Policy shall govern the investment of all financial assets considered to be part of the City entity, managed as separately invested assets and includes the following funds or fund types:

General Fund – used to account for resources traditionally associated with government, which are not required to be accounted for in another fund.

Special Revenue Funds – used to account for the proceeds from specific revenue sources which are restricted to expenditures for specific purposes.

Debt Service Fund – used to account for resources to be used for the payment of principal, interest and related costs on general obligation debt.

Capital Projects Funds – used to account for resources to enable the acquisition or construction of major capital facilities which are not financed by enterprise funds, internal service funds, or trust funds.

Enterprise Funds – used to account for operations that are financed and operated in a manner similar to private business enterprises.

This policy does not include funds governed by approved trust agreements, or assets administered for the benefit of the City by outside agencies under retirement or deferred compensation programs. Additionally, bond funds (including debt service and reserve funds) are governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds.

3. INVESTMENT STRATEGY. The City maintains a comprehensive and proactive cash management program that is designed to monitor and control all City funds to ensure maximum utilization and yield a market rate of return. The basic and underlying strategy of this program is that all of the City's funds are earning interest. It is the responsibility and obligation of the City to maintain a flexible approach and be prepared to modify the investment strategy as market conditions dictate. The investment strategy described is predicated on conditions as now exist and are subject to change. The investment strategy emphasizes low credit risk, diversification, and the management of maturities. The strategy also considers the expertise and time constraints of the investment officers. The allowable investment instruments as defined in Section 6 of this Policy reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of securities offering independent returns. This strategy uses local government investment pools to achieve diversification (PFIA 2256.005 (b)(3)). The management of maturities refers to structuring the maturity dates of the direct investments so that investments mature as cash needs require.

3.1 The primary investment strategy and objectives of the City as specified in this Policy (See Section 4.) are listed below, in their order of importance:

- Safety and preservation of principal (PFIA 2256.005(b)(2));
- Maintenance of sufficient liquidity to meet operating needs (PFIA 2256.005 (b)(2); and
- Achieve a market rate of return on the investment portfolio (PFIA 2256.005 (b)(3))

3.2 The list of investments authorized by this Policy intentionally excludes some investments allowed by state law. The restrictions limit possible credit risk and provide the maximum measure of safety. Within the investment objectives, the investment strategy is to utilize authorized investments for maximum advantage to the City. To increase the interest earnings

for funds identified as being available for investment over longer periods of time based upon a cash requirements projection, the City will consider the following strategies:

3.2.1 Strategy No. 1. - Diversification Diversifying the City's investment opportunities through the use of local government investment pools as authorized by the City Council. An investment pool is an entity created to invest public funds jointly on behalf its' participants and whose investment objectives in order of priority match those objectives of the City. Funds are usually available from investment pools on a same-day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staff, investment pools are able to prudently invest in a variety of the investment types allowed by state law. In this manner, investment pools achieve diversification. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

3.2.2 Strategy No. 2. - Ladder Building a ladder of Investment Policy authorized securities with staggered maturities for all or part of the longer-term investable funds. The benefits of this ladder approach include the following:

- It is straight-forward and easily understood;
- It represents a prudent diversification method;
- All investments remain within the approved maturity horizon;
- It will normally allow the City to capture a reasonable portion of the yield curve; and
- It provides predictable cash flow with scheduled maturities and reinvestment opportunities.

3.2.3. Strategy No. 3. – Investment Management Firm At this time, the City does not use an investment management firm. Should the City determine a need, the following strategy will apply:

Pursuant to the Public Funds Investment Act (Texas Government Code 2256.003(4)(b), the City may, at its discretion, contract with an investment management firm registered under the Investment Advisors Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for investment and non-discretionary management of its public funds or other funds under its control.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy. At no time shall the advisor take possession of securities or funds or otherwise be granted discretionary authority to transact business on behalf of the City. Any contract awarded by the City Council for investment advisory services may not exceed two years, with an option to extend by mutual consent of both parties (PFIA 2256.003(4)(b).

Duties of the Investment Advisor shall include, but not be limited to, assistance in purchasing securities, securities clearance, producing required reports, pricing the portfolio, performing due diligence on broker/dealers, market monitoring and economic review.

Any Investment Advisor contracted by the City shall abide by the *Prudent Expert Rule*, whereby investment advice shall, at all times, be given with the judgment and care, under

circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker, but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

3.2.4. Strategy No. 4. – Fund Investment Strategy The City will maintain portfolio(s) that utilize four specific investment strategy considerations designed to address the unique characteristics of the fund group(s) represented in the portfolio(s):

3.2.4.1 Investment strategies for general fund and enterprise funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio that will experience minimal volatility during economic cycles through diversification by security type, maturity date and issuer. All security types, as authorized by this policy, are considered suitable investments for the aforementioned funds.

3.2.4.2 Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date(s). These funds have predictable payment schedules. Therefore investment maturities shall not exceed the anticipated cash flow requirements.

3.2.4.3 Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund. Managing the Debt Service Reserve Fund's portfolio maturities to not exceed the call provisions of the bond issue will reduce the investment's market risk if the City's bonds are called and the reserve fund liquidated. No investment maturity shall exceed the final maturity of the bond issue.

3.2.4.4 Investment strategies for special projects or capital projects funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Market conditions and arbitrage regulations will influence the investment of capital project funds.

3.2.5 Strategy No. 5 - Hold until Maturity. The strategy of the City is to maintain sufficient liquidity in its portfolio so that it does not need to sell a security prior to maturity. Should it become necessary to sell a security prior to maturity, where the sale proceeds are less than the current book value, the prior written consent of the City Manager must be obtained. Securities may be sold prior to maturity by the Investment Officer at or above their book value at any time. The result of all sales of securities prior to maturity shall be reported to the City Manager within two business days of the sale. The report shall provide the amount of proceeds from the sale, including accrued interest to the date of sale, less the current book value and the dollar amount of gain on the sale.

3.2.6 Strategy No. 6 - Depository Bank Relationships. This Policy shall further seek to maintain good depository bank relationships while minimizing the cost of banking services. The City will seek to maintain a depository contract that will be managed to a level that minimizes the cost of the banking relationship to the City, while allowing the City to earn an appropriate return on idle demand deposits.

3.2.7 Strategy No. 7 - Maximizing Investable Cash Balances. Procedures shall be established and implemented in order to maximize investable cash by decreasing the

time between the actual collection and the deposit of receipts, and by the controlling of disbursements.

4. INVESTMENT OBJECTIVES. Funds of the City shall be invested in accordance with all applicable Texas statutes, this Policy and any other approved, written administrative procedures. The four objectives of the City's investment activities shall be as follows (in the order of priority):

4.1 Suitability. Understanding the suitability of the investment to the financial requirements of the City is important. Any investment eligible in the Investment Policy is suitable for all City funds.

4.2 Safety of Principal. Safety of principal invested is the foremost objective in the investment decisions of the City. Each investment transaction shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized securities, as defined in this Policy, by qualifying the financial institutions with whom the City will transact business and through portfolio diversification. Safety is defined as the undiminished return of the principal on the City's investments.

4.3 Liquidity. The investment portfolio shall be managed to maintain liquidity to ensure that funds will be available to meet the City's cash flow requirements and by investing in securities with active secondary markets. Investments shall be structured in such a manner as will provide the liquidity necessary to pay obligations as they become due. A security may be liquidated prior to its stated maturity to meet unanticipated cash requirements, or to otherwise favorably adjust the City's portfolio, in accordance with Section 2.2.5 above.

4.4 Marketability. Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement.

4.5 Diversification. Investment maturities shall be staggered throughout the budget cycle to provide cash flow based on the anticipated needs of the City. Diversifying the appropriate maturity structure will reduce market cycle risk.

4.6 Market Rate-of-Return (Yield). The City's investment portfolio shall be designed to optimize a market rate-of-return on investments consistent with risk constraints and cash flow requirements of the portfolio. The investment portfolio shall be managed in a manner that seeks to attain a market rate of return throughout budgetary and economic cycles. The City will not attempt to consistently attain an unrealistic above market rate-of-return, as this objective will subject the overall portfolio to greater risk. Therefore, the City's rate of return objective is secondary to those of safety and liquidity. Rate of return (yield) is defined as the rate of annual income return on an investment, expressed as a percentage.

5. INVESTMENT RESPONSIBILITY. As provided in this policy, the daily operation and management of the City's investments are the responsibility of the following person(s).

5.1 Delegation of Authority. The City Manager and the Director of Finance are authorized to deposit, withdraw, invest, transfer or manage in any other manner the funds of the City. Management responsibility for the investment program is hereby delegated to the Director of Finance, who shall establish written procedures for the operation of the investment program, consistent with this Policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. All persons involved in investment activities will be referred to in this Policy as "Investment Officers", pursuant to Texas Government Code 2256.005(f). No persons may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the

Director of Finance. The Director of Finance shall be responsible for all transactions undertaken, and shall establish a system of controls to regulate the activities of subordinate Investment Officials. The system of controls shall be designed to provide reasonable assurance that the assets of the City are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that:

- (1) the cost of a control should not exceed the benefits likely to be derived; and
- (2) the valuation of costs and benefits requires estimates and judgments by management.

Commitment of financial and staffing resources in order to maximize total return through active portfolio management shall be the responsibility of the City Council.

5.2 Prudence. The standard of prudence to be applied by the Investment Officer shall be the "prudent person" rule (as set forth in Texas Government Code 2256.006(a-b), which states, "investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following:

- 5.2.1 the investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and
- 5.2.2 whether the investment decision was consistent with the written investment Policy and procedures of the City.

5.3 Due Diligence. The Investment Officer acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments.

5.4 Ethical Standards and Conflicts of Interest. All City Investment Officers having a direct or indirect role in the investment of City funds shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. An Investment Officer who has a personal business relationship with the depository bank or with any entity seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer has a personal business relationship with a business organization if any one of the following three conditions are met:

- a. The Investment Officer owns 10% or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization.
- b. Funds received by the Investment Officer from the business organization exceed 10% of the investment officers' gross income for the prior year.

- c. The Investment Officer has acquired from the business organization during the prior year investments with a book value of \$2,500 or more for their personal account (Texas Government Code 2256.005 (i)(1-3).

5.5 An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

5.6 Investment Training. The Investment Officers shall attend at least one training session of at least ten (10) hours relating to the officer's responsibility under the Public Funds Investment Act within twelve (12) months after assuming duties, and attend an investment training session not less than once every two years, receiving an additional eight (8) hours of training. Such training from an independent source shall be approved by the City Council and endorsed by one or more of the following entities: the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, the North Central Texas Council of Governments, or the University of North Texas Center for Public Management (Texas Government Code 2256.008).

6. AUTHORIZED INVESTMENTS. As stated previously, safety of principal is the primary objective in investing public funds and can be accomplished by limiting two types of risk — credit risk and interest rate risk. Credit risk is the risk associated with the failure of a security issuer or backer to repay principal and interest in full. Interest rate risk is the risk that the value of a portfolio will decline due to an increase in the general level of interest rates. In order to provide for safety of principal as the City's primary objective, only certain investments are authorized as acceptable investments for the City. The following list of authorized investments for the City intentionally excludes some investments authorized by law. These restrictions are placed in order to limit possible risk and provide the maximum measure of safety to City funds.

6.1 Authorized and Acceptable Investments. The authorized list of investment instruments are as follows:

- (1) Obligations (including letters of credit) of the United States or its agencies and instrumentalities.
- (2) Direct obligations of the State of Texas, or its agencies and instrumentalities.
- (3) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
- (4) Collateralized Certificates of Deposit. A certificate of deposit issued by a depository institution that has its main office or a branch office in the state and is:
 - guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
 - secured by obligations that are described by Section 2256.009(a) of the Public Funds Investment Act, including mortgage backed securities directly issued by a federal agency or instrumentality, but excluding those mortgage backed securities of the nature described in Section 2256.009(b) of the Act; or

- secured in any other manner and amount provided by law for deposits of the City.

This depository shall act as the custodian for the various certificates on behalf of the City.

(5) Eligible Local Government Investment Pools. Public funds investment pools which invest in instruments and follow practices allowed by the current law as defined in Section 2256.016 of the Texas Government Code, provided that:

- the investment pool has been authorized by the City Council;
- the pool shall have furnished the Investment Officer an offering circular containing the information required by Section 2256.016(b) of the Texas Government Code;
- the pool shall furnish the Investment Officer investment transaction confirmations with respect to all investments made with it;
- the pool shall furnish to the Investment Officer monthly reports containing the information required under Section 2256.016(c) of the Texas Government Code;
- the pool is continuously rated no lower than "AAA" or "AAA-m" or an equivalent rating by at least one nationally recognized rating service;
- the pool marks its portfolio to market daily;
- the pool's investment objectives shall be to maintain a stable net asset value of one dollar (\$1.00); and
- the pool's investment philosophy and strategy are consistent with this Policy.

(6) Regulated No-Load Money Market Mutual Funds. These investments are authorized, under the following conditions:

- the money market mutual fund is registered with and regulated by the Securities and Exchange Commission;
- the fund provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
- the fund has a dollar-weighted average portfolio maturity of ninety (90) days or less;
- the investment objectives include the maintenance of a stable net asset value of one dollar (\$1.00) per share; and
- the fund is continuously rated no lower than "AAA" or an equivalent rating by at least one nationally recognized rating service.

The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.

(7) Repurchase Agreements, Reverse Repurchase Agreements, Bankers' Acceptances, Commercial Paper. These investments are authorized for the City only to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests, or as otherwise provided below.

- The direct investment in reverse repurchase agreements, bankers' acceptances, and commercial paper by the City is not authorized.
- Fully flexible repurchase agreements are authorized in this Policy, to the extent authorized under the Public Funds Investment Act (Texas Government Code 2256.001). The use of flex repos shall be limited to the investment of bond proceeds and the maturity date of any such agreement shall not exceed the expected proceeds draw schedule.

6.2 Investment Instruments NOT Authorized. The following instruments are eligible for investment by local government according to state law, but they have been intentionally prohibited for the City by this Policy: mortgage-related obligations, guaranteed investment contracts, options, financial futures contracts and, day trading of long-term securities. In addition to these restricted investments, state law specifically prohibits investment in the following securities:

- (1) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- (2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- (3) Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.
- (4) Collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

7. DIVERSIFICATION. Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of securities. With the exception of U.S. Government securities, as authorized in this Policy, and authorized local government investment pools, no more than fifty percent (50%) of the total investment portfolio will be invested in any one security type. Diversification of the portfolio considers diversification by maturity dates and diversification by investment instrument.

7.1 Diversification by Maturities. The longer the maturity of investments, the greater their price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risks caused by change in interest rates. The City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than two (2) years from the date of purchase. However, the above described obligations, certificates, or agreements may be collateralized using longer date instruments. The City shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or

maturities. Maturity scheduling shall be managed by the Investment Officer so that maturities of investments shall be timed to coincide with projected cash flow needs.

7.2 Diversification by Investment Instrument. Diversification by investment instrument shall not exceed the following guidelines for each type of instrument:

| | <u>Percentage of Portfolio (Maximum)</u> |
|---|--|
| U.S. Treasury Obligations | 100% |
| U.S. Government Agency Securities and Instrumentalities of Government-Sponsored Corporations | 80% |
| Authorized Local Government Investment Pools | 100% |
| Fully Collateralized Certificates of Deposit | 50% |
| SEC-Regulated No-Load Money Market Mutual Funds | 10% |

7.3 The City shall invest local funds in investments yielding a market rate-of-return while providing necessary protection of the principal consistent with the operating requirements of this section or written policies.

8. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS. At this time, the City does use Brokers or Dealers. Should the City determine a need for additional brokers or dealers, the following procedures and requirements will apply:

Financial institutions (federally insured banks) with and through whom the City invests shall be state or national banks domiciled in this state. No public deposit shall be made except in a qualified public depository as established by state laws. Brokers/Dealers authorized to provide investment services to the City may include only those authorized by the City Council. All banking services will be governed by a depository contract awarded by the City Council. In addition, the Director of Finance shall maintain a list of authorized security brokers/dealers, and investment pools that are authorized by the City Council.

8.1 All financial institutions with whom the City does business must supply the following as appropriate: (1) audited financial statements; (2) proof of National Association of Securities Dealers (NASD) certification; (3) proof of state registration and completed broker/dealer questionnaire; (4) certification of having read the City's investment policy signed by a qualified representative of the organization, acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization.

8.2 An annual review of the financial condition and registration of qualified bidders will be conducted by the Director of Finance. The review may include, but is not limited to, review of rating agency reports, review of call reports, and analyses of management, profitability, capitalization, and asset quality. Financial institutions and brokers/dealers desiring to conduct business with the City shall be required to provide any financial data requested by the City Manager or the Investment Officer. Upon completion of the annual review by the Director of Finance, the financial institutions and brokers/dealers desiring to conduct business with the City shall be approved by the City Council.

8.3 Selection criteria for federally insured financial institutions shall include the following: (1) the financial institution must be insured by the FDIC and (2) the financial institution must be incorporated under the laws of the State of Texas or of the United States of America.

8.4 The Investment Officer of the City is responsible for monitoring the investments made by a financial institution and/or broker/dealer to determine that they are in compliance with the provisions of the Investment Policy.

9. DELIVERY VERSUS PAYMENT. It is the policy of the City that all security transactions entered into with the City shall be conducted on a "DELIVERY VERSUS PAYMENT" (DVP) basis through the Federal Reserve System. By doing this, City funds are not released until the City has received, through the Federal Reserve wire, the securities purchased. The City shall authorize the release of funds only after receiving notification from the safekeeping bank that a purchased security has been received in the safekeeping account of the City. The notification may be oral, but shall be confirmed in writing (Texas Government Code 2256.005(b)(4)(e)).

10. COMPETITIVE BIDDING. It is the policy of the City to require competitive bidding for all individual security purchases and sales, excluding transactions with money market mutual funds, local government investment pools and when issued (new) securities, which are deemed to be made at prevailing market rates.

11. SAFEKEEPING AND COLLATERALIZATION.

11.1 **Safekeeping.** All securities owned by the City shall be held by its safekeeping agent, except the collateral for bank deposits. The collateral for bank deposits will be held in the City's name in the bank's trust department, or alternatively, in a Federal Reserve Bank account in the City's name, or a third-party bank, at the City's discretion. Original safekeeping receipts shall be obtained and held by the City. The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure time deposits.

11.2 **Collateralization.** Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all city funds on deposit with a depository bank. The market value of the investments securing the deposit of funds shall be at least equal to the amount of the deposits of funds reduced to the extent that the deposits are insured by the Federal Deposit Insurance Corporation (FDIC). Securities pledged as collateral shall be held in the City's name, in a segregated account at the Federal Reserve Bank/Federal Home Loan Bank or by an independent third party with whom the City has a current custodial agreement. The agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. The safekeeping agreement must clearly state that the safekeeping bank is instructed to release purchased and collateral securities to the City in the event the City has determined that the depository bank has failed to pay on any matured investments in certificates of deposit, or has determined that the funds of the City are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of ownership, e.g., safekeeping receipt, must be supplied to the City and retained by the City. The Investment Officer must be notified in writing of release of collateral or substitution of securities. Financial institutions serving as City depositories will be required to sign a "Depository Agreement" with the City and the City safekeeping agent. The collateralized deposit portion of the agreement shall define the City's rights to collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the Agreement must be in writing;
- the Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;

- the Agreement must be approved by the Board of Directors of the Loan Committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- the Agreement must be part of the Depository's "official record" continuously since its execution.

11.2.1 The City may accept the following securities as collateral for bank deposits (V.T.C.A., Government Code, Section 2256.001, et. seq, formerly Article 842a-2, Section 2, V.T.C.S., as amended);

- FDIC and FSLIC insurance coverage;
- A bond, certificate of indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States;
- Obligations, the principal and interest on which are unconditionally guaranteed or insured by the State of Texas;
- A bond of the State of Texas or of a county, city, or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency with a remaining maturity of ten years or less;
- Surety Bonds that meet the requirements of the Public Funds Investment Act; or
- Federal Home Loan Bank Letters of Credit as defined by Chapter 116, Subchapter C of the Local Government Code and by Chapter 726, Acts of the 67th Legislature, Regular Session, 1981 (Article 2529b-1, Vernon's Texas Civil Statutes).

11.2.2 For certificates of deposit and other evidences of deposit, collateral shall be at 102% of market or par, whichever is lower. The market value of collateral will always equal or exceed the principal plus accrued interest of deposits at financial institutions.

11.2.2 Financial institutions, with which the City invests or maintains other deposits, shall provide monthly, and as requested by the Investment Officer, a listing of the collateral pledged to the City, marked to current market prices. The listing shall include total pledged securities itemized by name, type, description, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable. The City and the financial institution shall jointly assume the responsibility for ensuring that the collateral is sufficient. All collateral shall be subject to inspection and audit by the Director of Finance, or designee, as well as the City's independent auditors.

12. INTERNAL CONTROL. The Director of Finance shall establish a system of written internal controls, which shall be reviewed annually by independent auditors. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The internal controls are to be reviewed annually in conjunction with an external independent audit. This review will provide assurance of compliance with policies and procedures as specified by this Policy. The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls and adherence to the City's established investment policy.

13. PERFORMANCE. The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and expected cash flow of the City. The benchmark for performance that is appropriate for the City's cash flow cycle will be TexPool (a local government investment pool).

14. REPORTING. The Director of Finance shall submit a signed quarterly investment report that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter.

14.1 Annual Report. Within 60 days of the end of the fiscal year, the Director of Finance shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council. The reports prepared by the Director of Finance shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council by that auditor.

14.2 Methods. The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the past quarter. This management summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be prepared in compliance with generally accepted accounting principles. The report will be provided to the City Manager and City Council. The report will include the following:

- A listing of individual securities held at the end of the reporting period. This list will include the name of the fund for which each individual investment was acquired;
- Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be obtained from financial institutions or portfolio reporting services independent from the broker/dealer from which the security was purchased;
- Additions and changes to the market value during the period;
- Fully accrued interest for the reporting period;
- Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks;
- Listing of investments by maturity date;
- The percentage of the total portfolio which each type of investment represents; and
- Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council.

15. INVESTMENT POLICY ADOPTION AND AMENDMENT. The City's Investment Policy shall be adopted and amended by resolution of the City Council only. The City's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations and needs of the City. Any changes or modifications to this Investment Policy, if any, shall be approved, and adopted by a formal resolution of the City Council.

GLOSSARY OF TERMS

The Investment Policy contains specialized and technical terminology that is unique to cash management and investment activities. The following glossary of terms is provided to assist in understanding these terms.

Affinity. Related through marriage.

Agencies. See U.S. Agency securities.

Bankers' Acceptances. A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer. When discounted and sold in the secondary market, bankers' acceptances become a short-term investment alternative.

Book Value. The cost of a security as recorded in the City's accounting records. For purposes of evaluating a sale of a security, it is a function of the original cost, the amortization of premium or discount, and the accrued interest. Specifically, it is the face value of the security plus the accrued interest plus any unamortized premium or minus any unamortized discount. Book value is often compared to market value, which is defined below.

Broker. A person or company that, for a fee or commission, brings buyers and sellers of securities together.

Certificate of Deposit. A time deposit with a specific maturity evidenced by a certificate.

Collateral. In general, assets which one party pledges as a guarantee of performance. Specifically, securities pledged by a bank to secure deposits of public monies. In the event of bank failure, the securities become the property of the public entity.

Collateralized Mortgage Obligations (CMO's). Securities based on a pool of home mortgages.

Commercial Paper. An unsecured promissory note issued primarily by corporations for a specific amount and maturing on a specific day. The maximum maturity for commercial paper is 270 days, but most frequently maturities do not exceed 30 days. Almost all commercial paper is rated by a rating service.

Consanguinity. Related by blood.

Coupon. The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. Also, a certificate attached to a bond indicating interest due on a payment date.

Credit Risk. The uncertainty that the principal amount of an investment will be returned without loss of value to the default of the borrower.

CUSIP. A unique security identification number assigned to securities maintained and transferred on the Federal Reserve book-entry system.

Dealer. A person or company that endeavors to profit from buying and selling investments for its own account.

Delivery Versus Payment (DVP). A method of delivering securities that requires the simultaneous exchange of the security and the payment. It provides a safeguard against paying for securities before they are received.

Demand Deposits. Deposits at a financial institution that are available to the depositor upon the depositor's demand.

Depository Bank. The primary bank of the City. The relationship between the depository bank and the City is governed by

state law and by a depository contract that is approved by the City Council.

Discount. The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale is also considered to be at a discount.

Discount Securities. Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

Diversification. The strategy of dividing investments among a variety of securities offering independent risks and yields. Diversification lessens the likelihood of losing the entire portfolio of investments and averages yields among the investment alternatives.

Discount. The difference between the cost of a security and its value at maturity, in cases where the cost is less than the value at maturity.

Federal Deposit Insurance Corporation (FDIC). A federal agency that insures bank deposits.

Federal Funds Rate. The rate of interest at which Federal funds are traded. This rate is currently set by the Federal Reserve through open-market operations.

Federal Home Loan Banks (FHLB). Created in 1932, this system consists of 12 regional banks, which are owned by private member institutions and regulated by the Federal Housing Finance Board. Functioning as a credit reserve system, it facilitates extension of credit through its owner members. Federal Home Loan Bank issues are joint and several obligations of the 12 Federal Home Loan Banks.

Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac). A stockholder-owned corporation that provides a continuous flow of funds to mortgage lenders, primarily through developing

and maintaining an active nationwide market in conventional mortgages.

Federal National Mortgage Association (FNMA or Fannie Mae). FNMA, a federal corporation, is the largest single provider of residential mortgage funds in the United States. It is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted.

Fully Flexible Repurchase Agreement ("flex repo"). A specialized contract designed for the short-term investment of proceeds available from the sale of municipal bonds, notes and certificates. Flex repos allow for incremental repurchases, with the buyer/issuer (the City) retaining the right to force the seller to repurchase all, or a portion of, the sold securities held under repurchase agreement, at any time before the maturity date of the agreement, at a fixed rate for the life of the agreement.

Hold Until Maturity. This investment strategy is intended to avoid interest rate risk by maintaining ownership of an investment until it matures. At maturity, the face value of the security is received, but in some cases where a security is sold before maturity, less than the face value and the book value is received. Please see interest rate risk defined below.

Interest Rate Risk. The uncertainty of the return of principal on fixed rate securities that are sold prior to maturity. When interest rates rise, the market value of fixed rate securities decreases.

Internal Control. Policies and procedures that are established to provide reasonable assurance that specific government objectives are achieved and that assets are safeguarded.

Investment. The purchase of securities which, upon analysis, promise safety of principal and a satisfactory return. These

factors distinguish investment from speculation.

Investment Objective. The aim, goal or desired end of action of the investment activity.

Investment Pool. An entity created to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are safety, liquidity, and yield. (Sometimes called Local Government Investment Pool.)

Investment Strategy. The overall plan or method proscribed to achieve the investment objectives of the City.

Laddered Maturity. An investment strategy whereby investments are purchased to mature at regular intervals.

Liquidity. The measure of an investment's ability to be converted quickly and easily into cash without a substantial loss of value.

Local Government Investment Pool. See Investment Pool.

Market Rate of Return. A general term referring to the approximate interest rate that could be earned by an investor in a specific maturity range at any given point in time. For example, an investor seeking to earn a "market rate of return" while maintaining an investment portfolio with an average maturity of 90 days, would hope to earn approximately the same as a three-month agency discount note. If the investor earns a rate much higher than this, it might signal an inappropriate level of risk.

Market Risk. The uncertainty of the value of the City's portfolio arising from changes in the market conditions of investment securities.

Market Value. The price, including accrued interest, at which a security is trading for which it can be readily sold or purchased.

Maturity. The date upon which the principal or stated value of an investment becomes due and payable.

Money Market Mutual Fund. A mutual fund that purchases short-term debt instruments, such as Treasury Bills, commercial paper, and bankers' acceptances, and which strives to maintain a stable net asset value of \$1.00.

Mutual Fund. Investment companies that sell shares to investors, offering investors diversification and professional portfolio management. Prices generally fluctuate with the performance of the fund.

Net Asset Value. The ratio of the market value of the portfolio divided by the book value of the portfolio.

Par. The value of a security as expressed on its face (face value) without consideration of a discount or premium.

Pledge. The grant of a collateral interest in investment securities by the depository bank as assurance of the safety of City deposits.

Pooled Fund Group. The combination of various accounts and funds of the City in a single, internally-created investing entity.

Portfolio. The collection of securities held by an investor.

Principal. The capital sum of an investment, as distinguished from interest.

Premium. The difference between the cost price and the face value at maturity in cases where the cost price is higher than the face value.

Rate-of-Return. See Yield.

Repurchase Agreement (REPO). An investment arrangement in which the holder of a security sells that security to an investor (the City) with an agreement to repurchase the security at a fixed price and on a fixed date.

Reverse Repurchase Agreement. An investment arrangement by which the City sells a security to a third party, such as a bank or broker/dealer, in return for cash and agrees to repurchase the instrument from the third party at a fixed price and on a fixed date. The City would then use the cash to purchase additional investments. This type of investment is prohibited in the City's portfolio, except to the extent used by local government investment pools with which the City invests.

Safekeeping. An arrangement whereby a bank holds securities and other valuables for protection in exchange for a fee.

Safety. The assurance of the undiminished return of the principal of the City's investments and deposits.

Secondary Market. A market for the purchase and sales of outstanding securities following their initial distribution.

SEC Rule 15C3-1 (Uniform Net Capital Rule). Security and Exchange Commission requirement that member firms and non-member broker/dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1.

Security. A financial instrument that signifies an ownership interest, the right to an ownership interest, or creditor status.

Security Risks. The uncertainty of the value of a security dependent on its particular qualities.

Time Deposits. Deposits at the depository bank that are not due and payable until a specific date.

United States Agency Securities. Debt instruments issued by an executive department, an independent federal establishment, or a corporation or other entity established by Congress which is owned in whole or in part by the United States of America.

United States Treasury Securities. Debt instruments issued by the Treasury of the United States. **Treasury Bills** are issued for short-term borrowings (less than one year); **Treasury Notes** are issued for mid-term borrowings (Two - ten years); **Treasury Bonds** are issued for long-term borrowings (over ten years).

Yield. The rate of annual income return on an investment, expressed as a percentage.

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

[SAMPLE]

CITY OF SEAGOVILLE, TEXAS

This certification is executed on behalf of the City of Seagoville, Texas (the "City"), and _____ (the "Business Organization"), pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act") in connection with investment transactions conducted between the City and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and
2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the City; and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the City that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of Business Organization

Firm: _____

Signature

Printed Name: _____

Title: _____

Date: _____

Current Authorized Dealers:

American National Bank

Home Bank

TexPool

TexStar

MultiBank Securities

LOGIC

Agenda Item 7

Discuss and consider a Resolution authorizing an Economic Development Agreement by and between the City of Seagoville and Actuant Corporation, a Wisconsin corporation, to waive the building permit and inspection fees for a new 20,000 square foot building, and a reimbursement in an amount equivalent to 100% of the Real Property Taxes assessed against the Premises, and the Personal Property Taxes assessed against the personal property housed/maintained in the new 20,000 square foot structure built on the Premises for a period of five (5) years with a reduction in percentage each subsequent year for years six (6) through ten (10) for property located at 704 W. Simonds Road, Seagoville, Texas; authorizing the Mayor to execute any and all necessary documents; and providing an effective date.

BACKGROUND OF ISSUE:

Actuant Corporation has made application to the City of Seagoville for Economic Development grants for property located 704 W. Simonds Road for renovations to the premises and the construction of a new 20,000 square foot industrial building and through the planned expansion of operations to continually employ a minimum of seventy-five (75) full time employees at the Premises.

Grant I is an economic development grant in an amount of one-hundred percent (100%) of any City permit, building and inspection fees or any licenses applied and issued within twelve (12) months of the date of the first permit for construction of the new 20,000 square foot building, to offset costs incurred by the Company for the initial construction of the new manufacturing facility.

Grant II is an annual economic development grant to be provided by the City as a reimbursement to the Company, in an amount equivalent to 100 percent (100%) of the Real Property Taxes assessed against the Premises, and the Personal Property Taxes assessed against the personal property housed/maintained in the new 20,000 square foot structure built on the Premises, and paid by the Company for a given tax year for a period of five (5) consecutive tax years beginning with the first calendar year following the Commencement Date, and a Grant equivalent to the following, for the following five (5) tax years after the initial five (5) year term:

Year 6 – 50 percent (50%) of the Real Property and Personal Property Taxes
Year 7 – 40 percent (40%) of the Real Property and Personal Property Taxes
Year 8 – 30 percent (30%) of the Real Property and Personal Property Taxes
Year 9 – 20 percent (20%) of the Real Property and Personal Property Taxes
Year 10 – 10 percent (10%) of the Real Property and Personal Property Taxes.

FINANCIAL IMPACT:

Grant I - \$8,758.75

Grant II – amount will be determined following Dallas Central Appraisal District's assessment of the new building.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 35-R-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING THE TERMS AND CONDITIONS OF THE ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SEAGOVILLE AND ACTUANT CORPORATION, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS ATTACHMENT A, FOR PROPERTY LOCATED AT 704 W. SIMONDS ROAD, SEAGOVILLE, DALLAS COUNTY, TEXAS; AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Economic Development Agreement by and between the City of Seagoville, Texas and Actuant Corporation, a copy of which is attached hereto and incorporated herein by reference; and

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

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

SECTION 1. The Agreement attached hereto having been reviewed by the City Council of the City of Seagoville, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the Mayor is hereby authorized to execute the Agreement on behalf of the City of Seagoville, Texas.

SECTION 2. The City Council finds that the improvements proposed to be constructed upon the Premises described in the Agreement will enhance the economic vitality of the community through a combination of new capital investment, increased sales tax revenues, and the creation of additional job opportunities.

SECTION 3. This Resolution and the Economic Development Agreement are hereby approved by the affirmative vote of the majority of the members of the City Council of the City

of Seagoville, Texas, at a regularly scheduled meeting of the City Council.

SECTION 4. This resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY ORDERED by the City Council of the City of Seagoville, Texas, on the 16th day of May, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Company in accordance with this Agreement is in accordance with the City Economic Development Program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) will promote local economic development and stimulate business and commercial activity in the City.

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

Article I Definitions

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

"Casualty" shall mean the Improvements are wholly or partially destroyed by fire, tornado, hurricane, earthquake, flood or similar casualty that renders the Improvements unfit for the intended purpose.

"City" shall mean the City of Seagoville, Texas.

"Commencement Date" shall mean the later of (a) January 1 of the calendar year immediately following the date a Certificate of Occupancy is issued by the City for the Company's occupancy of the new 20,000 square foot facility located on the Premises; and (b) January 1, 2017.

"Company" shall mean Actuant Corporation, a Wisconsin Corporation.

"Company Affiliate" shall mean any parent of Company or any wholly-owned subsidiary of either Company or of Company's parent.

"Effective Date" shall mean the last date of execution hereof.

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

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

"Expiration Date" shall mean the tenth (10th) year after the payment of the first Grant II

payment.

"Grant" shall mean Grant I and Grant II.

"Grant I" shall mean an economic development grant in an amount of one-hundred percent (100%) of any City permit, building and inspection fees or any licenses applied and issued within twelve (12) months of the date of the first permit for construction of the new 20,000 square foot building, to offset costs incurred by the Company for the initial construction of the new manufacturing facility.

"Grant II" shall mean annual economic development grant to be provided by the City as a reimbursement to the Company, in an amount equivalent to 100 percent (100%) of the Real Property Taxes assessed against the Premises, and the Personal Property Taxes assessed against the personal property housed/maintained in the new 20,000 square foot structure built on the Premises, and paid by the Company for a given tax year for a period of five (5) consecutive tax years beginning with the first calendar year following the Commencement Date, and a Grant equivalent to the following, for the following five (5) tax years after the initial five (5) year term:

Year 6 – 50 percent (50%) of the Real Property and Personal Property Taxes

Year 7 – 40 percent (40%) of the Real Property and Personal Property Taxes

Year 8 – 30 percent (30%) of the Real Property and Personal Property Taxes

Year 9 – 20 percent (20%) of the Real Property and Personal Property Taxes

Year 10 – 10 percent (10%) of the Real Property and Personal Property Taxes

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

"Premises" shall mean the real property described on Exhibit "A" with or without improvements.

"Payment Request" shall mean a written request from Company to the City for payment of an annual Grant II payment.

"Personal Property Taxes" shall mean tangible personal property, equipment and fixtures (but excluding supplies, inventory, Freeport Goods and Goods in Transit) owned or leased by Company that is added to the Premises subsequent to the execution of this Agreement.

"Project" shall mean the development of the Premises, by the design, construction and maintenance of new improvements and related infrastructure for owner occupied manufacturing facilities totaling approximately 20,000 square feet.

"Real Property Taxes" shall mean, all real estate ad valorem taxes assessed and levied by the City on the real property with or without improvements in accordance with state law.

"Related Infrastructure" shall mean all City development and building code requirements related to site preparation, water, wastewater, storm water, building construction etc. necessary to receive a City issue "Certificate of Occupancy" at completion of project activities.

"Required Use" shall mean Company's continuous operation as owner occupied manufacturing facilities on the Premises.

"Taxable Value" shall mean the assessed value of the Premises as certified by the appraisal district, or its successor, for a given year.

Article II Term

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and end on the tenth (10th) year after the payment of the first annual Grant II payment.

Article III Economic Development Grants

3.1 **Grants.** Subject to the Company's continued satisfaction of all the terms and conditions of this Agreement, the City agrees to provide Grant I to the Company upon the application of appropriate building, inspection or construction permits after the Effective Date, and the City agrees to provide Grant II to the Company beginning on March 1 of the first calendar year following the date of issuance of a certificate of occupancy by the City for the Company's occupancy of the Premises.

(a) Grant I provided herein shall be paid in terms of a discounted fee, rebate or refund at the election of the Company and solely from lawful available funds, which the City represents and warrants have already been appropriated by the City. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. In the event a refund is sought, the City shall pay Grant I fees within 30 days of receipt of such proof of payment of fees.

(b) Grant II shall be paid on March 1 of each calendar year, (or the immediately following business day if March 1 is not a business day), beginning with March 1 of the first full calendar year following the date of issuance of a certificate of occupancy, provided the City has timely received the Real Estate Taxes and Personal Property Taxes assessed and paid against the Premises in full for the respective tax year (i.e., the tax year immediately preceding the year in which an annual Grant II payment is made; and such Real Estate Taxes and Personal Property Taxes with respect to that immediately preceding tax year are used to determine the amount of each Annual Grant).

3.2 **Grant Limitations.** Under no circumstances shall City obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, City shall not be obligated to pay any commercial bank, lender or similar institution for

any loan or credit agreement made by the Company. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

3.3 **Current Revenue.** The Grants made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City; provided however the City agrees during the term of this Agreement to make a good faith effort to appropriate funds each year to pay the annual Grant II for the then ensuing fiscal year. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Grants except as allowed by law. The City shall not be required to pay any Grants if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

3.4 **Tax Protest.** In the event the Company or the owner of the Premises timely and properly protests or contests (including any motion to correct the appraisal roll) the Taxable Value and/or the taxation of the Premises, or any portion thereof, or of the tangible personal property therein, with the applicable appraisal district (or its successor), and such protest and/or contest results in a final determination that changes the appraised value and/or the Taxable Value of the Premises or the amount of ad valorem taxes assessed and due for the Premises, or portion thereof, or for the personal property tax, after an annual Grant II payment has been paid for for such tax year, the annual Grant II payment for such tax year shall be adjusted (increased or decreased as the case may be) accordingly on the date of payment of the next annual Grant II payment date, or within sixty (60) business days after such determination in the event no further annual Grant II payments are due under the Agreement.

3.5 **Refunds.** In the event the City determines in its sole discretion that the amount of an annual Grant II payment paid by the City to the Company was incorrect, the Company shall, within sixty (60) days after receipt of written notification thereof from the City specifying the amount by which such annual Grant II payment exceeded the correct amount to which the Company was entitled (together with such records, reports and other information necessary to support such determination), pay such amount to the City. If the City determines that the amount by which such annual Grant II payment was less than the correct amount to which the Company was entitled (together with such records, reports and other information necessary to support such determination), the City shall, within sixty (60) days, pay the adjustment to the Company. If the Company disputes the City's determination, the parties shall seek to amicably resolve the matter, subject to either party's right to pursue any available rights or remedies in connection therewith.

Article IV **Conditions to the Economic Development Grant**

The obligation of the City to provide the Grants shall be conditioned upon the Company's continued compliance with and satisfaction of each of the terms and conditions of this Agreement and each of the conditions set forth below:

4.1 During the term of this Agreement following the Commencement Date and continuing thereafter until the Expiration Date, or earlier termination, the Company agrees to continuously own, lease or make available for lease the Improvements and shall not allow the

operation of the Improvements in conformance with the Required Use to cease for more than sixty (60) days except in connection with, and to the extent of a Casualty or an Event of Force Majeure.

4.2 During the term of this Agreement, the Company shall continually employ a minimum of seventy five (75) full-time employees at the Premises.

4.3 The Company shall commence Project construction on the Premises within six (6) months of the execution date of this agreement or the agreement will terminate.

4.4 The Company shall not have an uncured breach or default of this Agreement or been in arrears for any ad valorem taxes owed to the City; nothing contained herein shall preclude a good faith tax protest under section 3.4 of this Agreement.

4.5 The Company shall comply with all the terms and conditions of this Agreement.

Article V Termination

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

- (a) by mutual written agreement of the parties;
- (b) by either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) by City, if any Impositions owed to the City or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such taxes or Impositions);
- (d) by City, if Company suffers an Event of Bankruptcy or Insolvency; or
- (e) by either party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.
- (f) should Company fail to return fully signed and executed agreement(s) to the City within 30 days of approval of agreement(s) by the Seagoville City Council, the agreement(s) and the incentive offer they represent, shall be deemed to be withdrawn and shall have no further affect.

5.2 In the event the Agreement is terminated by the City pursuant to Section 5.1(b), (c), or (d), the Company shall not be entitled to receive any subsequent annual Grant II payments under this Agreement and shall immediately repay to the City an amount equal to the Grants previously paid by the City to the Company, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate, which shall accrue from

the date of the Grant Payment until paid.

5.3 If the Company fails to satisfy Sections 4.1, 4.2 or 4.3 of this Agreement, the Company shall not be entitled to any future Grant II payments, and shall immediately repay to the City any amount previously paid under Grant II of this Agreement, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate, which shall accrue from the date of the Grant Payment until paid.

5.4 In the event the Agreement is terminated by the City pursuant to Section 5.1(e), the Company shall, only if such legislation or court decision requires, immediately refund to the City an amount equal to the Grant(s) paid by the City to the Company immediately preceding the date of such termination. The repayment obligation of Company set forth in this section 5.3 hereof shall survive termination.

Article VI Miscellaneous

6.1 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto.

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

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

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

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

If intended for City, to:

City of Seagoville
Attn: Pat Stallings

With a copy to:

Alexis G. Allen
Nichols, Jackson, Dillard,

City Manager
702 N. Hwy 175
Seagoville, Texas 75159

Hager & Smith, L.L.P
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Company:

Actuant Corporation
Attn: Kevin Curtin
N86 W12500 Westbrook Crossing
Menomonee Falls, WI 53051

6.6 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

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

6.8 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

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

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

6.11 **Successors and Assigns.** This Agreement may not be assigned without the City's prior written consent, except to a Company subsidiary. Neither the Company nor its legal representatives or successors in interest shall, by operation of law or otherwise, assign, mortgage, pledge, encumber or otherwise transfer this Agreement or any part hereof, or the interest of the Company under this Agreement in either case except to a Company subsidiary, without obtaining the City's prior written consent, which may not be withheld. Any attempted assignment by the Company, except to a Company subsidiary, in violation of the terms and provisions of this Agreement shall be void and shall constitute a material breach of this Agreement.

6.12 **Recitals.** The recitals to this Agreement are incorporated herein.

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

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

6.15 **Conditions Precedent.** This Agreement is subject to and conditioned upon the following conditions which are conditions precedent to the obligations of the parties: (i) Company shall diligently and faithfully, in a good and workmanlike manner, make or cause the construction and finish out improvements to the Premises in accordance with all applicable state and local laws and regulations or a valid waiver thereof; (ii) Company shall obtain a Certificate of Occupancy for the Premises.

6.16 **Employment of Undocumented Workers.** During the term of this Agreement the Company agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Company shall repay the amount of the Grants and any other funds received by the Company from the City as of the date of such violation within 120 business days after the date the Company is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of the Company or by a person with whom the Company contracts.

6.17 **Release.** Except for the obligations of the City under this Agreement, Company hereby waives, releases and forever discharges the City, its officers, employees and agents and its respective successors, and assigns, of and from any and all suits, legal or administrative proceedings, claims or demands, actual damages, punitive damages, losses, liabilities, interest, attorney's fees, expenses of whatever kind in nature, in law or in equity, known or unknown (collectively referred to as "liabilities"), that Company ever had, now has, or in the future may have, against the City based upon, or arising indirectly or directly out of the development of the Property.

EXECUTED on this ____ day of _____, 2016.

CITY OF SEAGOVILLE, TEXAS

DENNIS K. CHILDRESS, Mayor

ATTEST:

DARA CRABTREE, City Secretary

APPROVED AS TO FORM:

ALEXIS G. ALLEN, City Attorney

EXECUTED on this _____ day of _____, 2016.

ACTUANT CORPORATION

By: _____
President/CEO

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Dennis K. Childress, Mayor of the City of Seagoville, a Texas Home Rule Municipality, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of said corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE this the ____ day of _____, 2016.

Notary Public, State of Texas

My Commission Expires:

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ of Actuant Corporation, a Wisconsin corporation, known to me to be the person and agent whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of said corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE this the ____ day of _____, 2016.

Notary Public, State of Texas

My Commission Expires:

Exhibit A
Legal Description

Being a tract of land situated in Herman Heider Survey, Abstract No. 541, City of Seagoville, Dallas County, Texas, and being a tract of land conveyed to Precision Post Tension, LP, a Texas limited partnership by deed recorded in Volume 2002105 Page 9033, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner, said corner being the Southeast corner of a tract of land conveyed to Terry E. Wilson and Wynell L. Wilson by deed recorded in Instrument Number 201100329631, Deed Records, Dallas County, Texas, and a point in the North line of Simonds Road (80 foot right-of-way);

THENCE South 44 degrees 55 minutes 03 seconds West, along the North line of said Simonds Road a distance of 660.29 feet to a 5/8 inch iron rod found for corner, said corner being the Southeast corner of a tract of land conveyed to James R. Sudduth and Wife, Norma Sudduth by deed recorded in Volume 2002068, Page 8161, Deed Records, Dallas County, Texas, and a point in the North line of said Simonds Road;

THENCE North 41 degrees 53 minutes 30 seconds West, along the East line of said Sudduth tract (Volume 2002068, Page 8161) a distance of 133.96 feet to a 1/2 inch iron rod found for corner, said corner being a Northeast corner of said Sudduth tract (Volume 2002068, Page 8161);

THENCE South 47 degrees 44 minutes 58 seconds West, along the Northeasterly line of said Sudduth tract (Volume 2002068, Page 8161) a distance of 109.72 feet to a 1/2 inch iron rod found for corner, said corner being a point in the Northeasterly line of said Sudduth tract (Volume 2002068, Page 8161);

THENCE South 48 degrees 00 minutes 32 seconds West, along the Northeasterly line of said Sudduth tract (Volume 2002068, Page 8161) a distance of 99.82 feet, to a 1/2 inch iron rod found for corner, said corner being a point in the Southeasterly corner of the said Sudduth tract (Volume 2002068, Page 8161);

THENCE North 42 degrees 01 minutes 12 seconds West, along the East lines of said Sudduth tract (Volume 2002068, Page 8161), and a tract of land conveyed to Pamela Evans by deed recorded in Volume 96215, Page 1143, Deed Records, Dallas County, Texas, a distance of 482.33 feet to a point for corner, said corner being the Northeast corner of said Evans tract, and a point in the south line of a tract of land conveyed to James Sudduth and Wife, Norma Sudduth by deed recorded in Volume 91100, Page 3952, Deed Records, Dallas County, Texas, from which a 1/2 inch iron rod found on the East line of said Evans tract at a distance of 2.55 feet from said point for corner;

THENCE North 45 degrees 13 minutes 51 seconds East, along the South line of said Sudduth Tract (Volume 91100, Page 3952) a distance of 461.99 feet to a 5/8 inch iron rod found for corner, said corner being the Southeast corner of said Sudduth Tract (Volume 91100, Page 3952) and a point in the West line of a tract of land conveyed to James Sudduth and Wife, Norma Sudduth by deed recorded in Volume 93205, Page 1395, Deed Records, Dallas County, Texas;

THENCE South 81 degrees 55 minutes 20 seconds East, along the West line of said Sudduth tract (Volume 93205, Page 1395) a distance of 143.81 feet to a 5/8 inch iron rod found for corner, said corner being the Southwest corner of said Sudduth tract (Volume 93205, Page 1395);

THENCE North 44 degree 55 minutes 43 seconds East, along the South line of said Sudduth tract (Volume 93205, Page 1395) a distance of 124.97 feet to a 5/8 inch iron rod found for corner, said corner being the Northwest corner of a tract of conveyed to the City of Seagoville by deed recorded in Volume 92003, Page 1605, Deed Records, Dallas County, Texas;

THENCE South 41 degrees 30 minutes 59 seconds East, along the West lines of said Seagoville tract and said Wilson tract a distance of 268.98 feet to a 5/8 inch iron rod found for corner, said corner being the Southwest corner of said Wilson tract;

THENCE South 81 degrees 55 minutes 20 seconds East, along the South line of said Wilson tract a distance of 300.00 feet to the POINT OF BEGINNING and containing 397,746 square feet or 9.13 acres of land.

254. Introduction.

The following is a brief description of the work done on this project. The work was done in accordance with the contract between the client and the surveyor. The work was done in accordance with the contract between the client and the surveyor.

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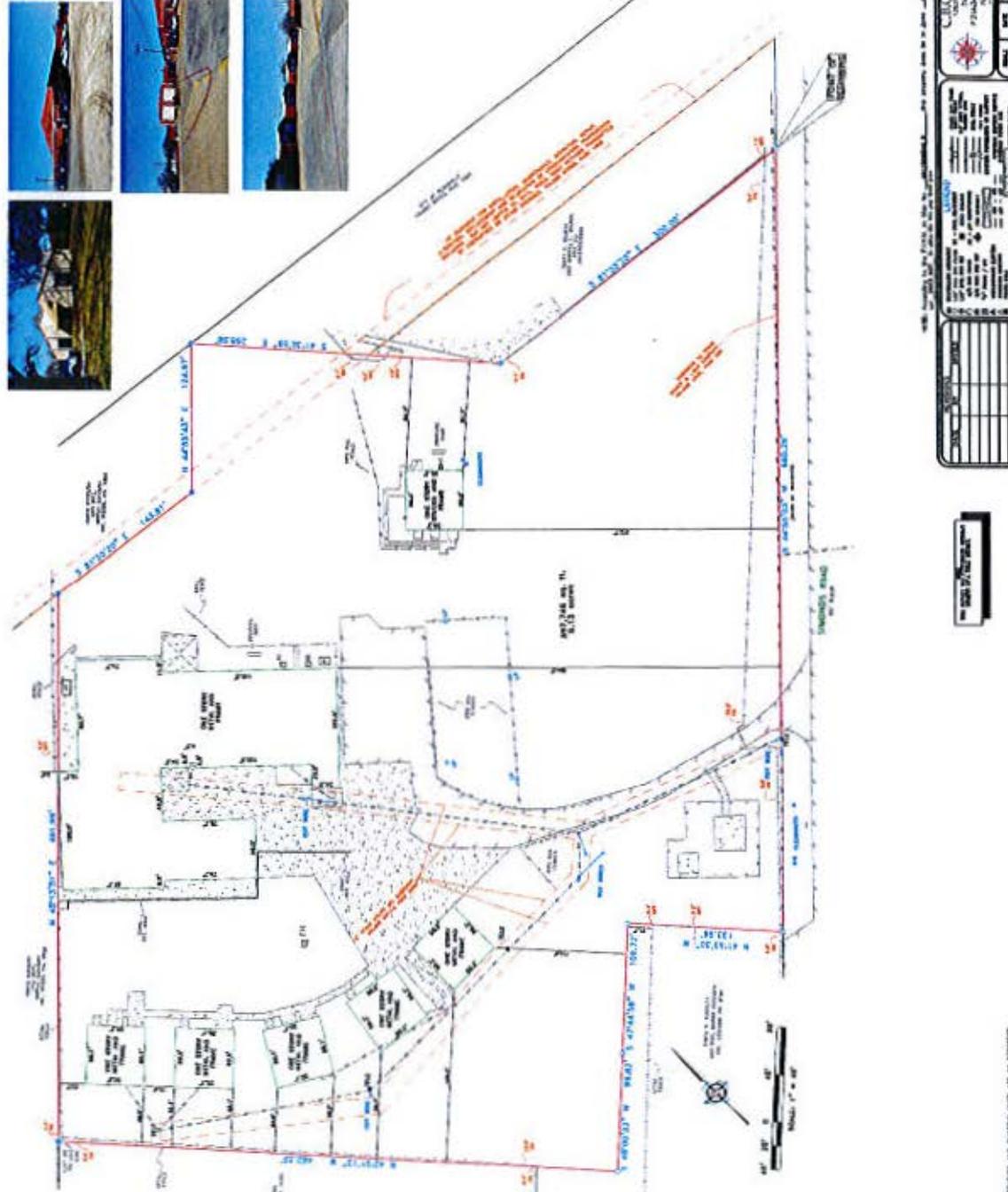
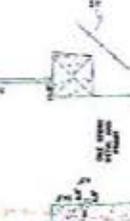
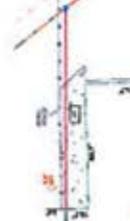
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ADDITIONAL GENERAL

The enclosed plat is a true and correct copy of the original plat as shown to the client. The survey was made in accordance with the contract between the client and the surveyor. The survey was made in accordance with the contract between the client and the surveyor.

Surveyed this 25th day of March, 1911.

Robert S. Smith
Registered Professional Land Surveyor No. 1013



METES AND BOUNDS
REMARKS SURVEY, ABSTRACT NO. 341
SALLAS COUNTY, TEXAS
THE SHARPE ROAD

| | |
|----------|--------|
| ACRES | 1.00 |
| SECTION | 34 |
| TOWNSHIP | 10 N. |
| RANGE | 10 E. |
| COUNTY | SALLAS |
| STATE | TEXAS |

| | |
|------|----------------------|
| DATE | 1911 |
| BY | R. S. SMITH |
| FOR | THE SHARPE ROAD |
| IN | ABSTRACT NO. 341 |
| OF | SALLAS COUNTY, TEXAS |

| | |
|------|----------------------|
| NO. | 1 |
| DATE | 1911 |
| BY | R. S. SMITH |
| FOR | THE SHARPE ROAD |
| IN | ABSTRACT NO. 341 |
| OF | SALLAS COUNTY, TEXAS |

| | |
|------|----------------------|
| NO. | 1 |
| DATE | 1911 |
| BY | R. S. SMITH |
| FOR | THE SHARPE ROAD |
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| IN | ABSTRACT NO. 341 |
| OF | SALLAS COUNTY, TEXAS |

NOTES: CONTRACTORS AND BUILDERS ARE TO BE RESPONSIBLE FOR THE CORRECTNESS OF THE METES AND BOUNDS SHOWN ON THIS PLAT. THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACCURACY OF THE SURVEYING INSTRUMENTS USED AND THE CORRECTNESS OF THE FIELD NOTES.



City of Seagoville Application for Tax Abatement

This application should be completed only if applying for a tax abatement in the City of Seagoville and should be filed no less than sixty (60) days prior to the beginning of construction or the installation of equipment. Please note that if you are applying for a tax abatement in a jurisdiction other than City of Seagoville, a separate application must be completed. This application will become part of the Tax Abatement Agreement and any knowingly false representations will be grounds for the voiding of the agreement.

Part I - Applicant Information

Application Date 04 / 07 / 2016

Company Name: Actuant Corporation

Address: 704 West Simonds Rd, Seagoville, TX

Telephone: 281-340-6909

Current Number of Employees: 75

Annual Sales: \$1.2B

Employees in Taxing Jurisdiction: _____

Address: N86 W12500 Westbrook Crossing, Menomonee Falls, WI

Years in Dallas County: 24 years

Legal Counsel: _____

Address: _____ Telephone: _____

Corporation Partnership Proprietorship

Part II - Project Information

Location Address: 704 W Simonds Road City: Seagoville

School District: _____

Legal Description: See Attached

County: Dallas Tax Acct. Number(s): 99913360000051400/65054151510240000
65054151510300400

Please Attach map showing project location.

Project Description: New Construction Expansion Modernization

Attach statement fully explaining project, describe existing site and improvements, describe all proposed improvements and provide list of improvements and equipment for which abatement is requested.

Type of Abatement: Economic Development Redevelopment

Has a Reinvestment Zone been designated? Yes No Designation Date: _____

Name of Zone: _____

Type of Facility/Abatement:

Manufacturing Regional Distribution Research
 Regional Service Regional Ent. Other Basic Ind.
 Research & Development facility Research

Describe product or service to be provided: Manufacture of materials and tools used in the prestressed concrete market.

Is the applicant seeking a variance?

Yes No

If yes, please attach letter requesting and justifying the variance, with supplemental information.

PART III - ECONOMIC INFORMATION

Construction Estimate:

Start Date: 08/15/16 Contract Amount: Estimated - \$1,700,000

Completion Date: 12/30/16 Peak Construction Jobs: _____

Modernization:

Estimated current economic life of structure _____ New years
Added economic life from modernization _____ 20 years

Permanent Job Creation/Retention:

Current employment: _____ 75 Jobs to be Retained: Approximately 75 - Dependent on market
Jobs created at opening: _____ By year 20 _____
Jobs created by end of 3 years: _____ By year 20 _____

Is this a consolidation? If so, provide information on number of "new hires" vs. "transfers."

Provide information, if available, on (1) new employee needs; e.g. skilled vs. non-skilled, level of education, experience, etc.; (2) proposed pay scale; (3) any training which the company will provide to its new employees; (4) upward mobility opportunities, career tracks, etc. available to less educated and experienced workers; (5) the company's affirmative action plan; and (6) the history of local/state environmental compliance.

| Estimated Appraised Value On Site | Land | Improvements | Personal Property |
|---|----------|--------------|-------------------|
| Value on January 1 preceding abatement | \$89,100 | \$750,180 | \$2,387,428 |
| Estimated value of new abatable investment | -- | \$1,700,000 | \$7,000,000 |
| Estimated value of properties not subject to abatement | | | |
| Estimated value of property subject to ad valorem tax at end of abatement | \$89,100 | \$1,500,000 | \$6,258,285 |

Company Representative to be Contacted:

Kevin Curtin

Name

Global Manufacturing Projects Mgr.

Title

602 W. Simonds Rd. Seagoville, TX

Address

Address

Authorized Company Official:



Authorized Signature

Jim Norlin - Operations Leader, Precision Hayes Intl

Name & Title

Office 281-340-6909 Mobile 414-238-4771

Phone Number

Jim.Norlin@Precision-Hayes.com

e-mail

Agenda Item 8

Discuss and consider a Resolution authorizing the Seagoville Economic Development Corporation to undertake a project for the retention of jobs and expansion of business development in the City, including a grant in an amount which exceeds ten thousand dollars (\$10,000.00), in accordance with the Texas Local Government Code; and providing an effective date.

BACKGROUND OF ISSUE:

The Texas Local Government Code states an EDC may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the Corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.

This is the required Second and Final Reading of the proposed project.

FINANCIAL IMPACT:

Funds are available in the SEDC budget for this expenditure.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 29-R-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION TO UNDERTAKE A PROJECT FOR THE RETENTION OF JOBS AND EXPANSION OF BUSINESS DEVELOPMENT IN THE CITY, INCLUDING A GRANT IN AN AMOUNT WHICH EXCEEDS TEN THOUSAND DOLLARS (\$10,000.00), IN ACCORDANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Seagoville, Texas is a home-rule municipality located in Dallas, County; and,

WHEREAS, the City of Seagoville, Texas, after voter approval, has established a Type B Economic Development Corporation to consider economic development projects within the city; and,

WHEREAS, Actuant Corporation has made an application concerning property located at 704 W. Simonds Road; and,

WHEREAS, said economic development client has made an application to the Seagoville Economic Development Corporation to consider a project that will facilitate the expansion of the current facility located on the property and will result in the retention of existing jobs and the expansion of business development within the City (the "Project"); and,

WHEREAS, such Project will require the construction of a new commercial structure and the relocation of manufacturing equipment to the new structure; and

WHEREAS, the economic development client has requested a grant in an amount which exceeds \$10,000.00 from the Seagoville Economic Development Corporation for the Project; and

WHEREAS, in conformance with Section 505.158(b) of the Texas Local Government Code, the governing body of the City by resolution should consider whether or not such project should be undertaken by the Seagoville Economic Development Corporation for an economic incentive grant; and,

WHEREAS, the City Council, after holding two separate readings of this resolution finds it in the best interest of the citizens of Seagoville to approve the expenditure by the Seagoville Economic Development Corporation for the Project.

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

SECTION 1. The Board of Directors for the Seagoville Economic Development Corporation should consider whether or not it is appropriate to give an economic development grant for such project at said location, in compliance with the Corporation's Incentive Grant Policy and after conducting the appropriate public hearing in accordance with state law; and,

SECTION 2. The Corporation, after considering such grant the policies and procedures of the Seagoville Economic Development Corporation, has approved the Project and has recommended that it be presented to Council for final approval in accordance with the Bylaws of the Corporation; and

SECTION 3. The City Council for the City of Seagoville, Texas hereby finds that the Project will result in the retention of existing jobs and the expansion of business development within the City and approves the Project for funding by the Seagoville Economic Development Corporation.

SECTION 4. Nothing contained in this resolution shall be construed as approval in advance of any such grant, nor does this resolution establish that the Project currently complies with all applicable use and development regulations or other legal requirements required by law for development of the Project in accordance with the City's ordinances, rules and regulations.

SECTION 4. That this resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY PASSED AND APPROVED First Reading by the City Council of the City of Seagoville, Texas, on this the 18th day of April, 2016.

DULY PASSED AND APPROVED Second Reading by the City Council of the City of Seagoville, Texas, on this the 16th day of May, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY

Agenda Item 9

Discuss and consider a Resolution ratifying the Seagoville Economic Development Corporation Resolution No. 03-2016 approving the terms and conditions of the Economic Development Agreement by and between the Corporation and Actuant Corporation for infrastructure improvements in an amount not to exceed one hundred thousand dollars (\$100,000.00) located at 704 W. Simonds Road, Seagoville, Texas; and providing an effective date.

BACKGROUND OF ISSUE:

At the SEDC regular meeting held on May 9, 2016, a public hearing was conducted for consideration of an Economic Development Grant with Actuant Corporation in the amount not to exceed \$100,000 for property located 704 W. Simonds Road for renovations to the premises and the construction of a new 20,000 square foot industrial building and through the planned expansion of operations to create five (5) additional employment positions.

No one spoke in favor or opposition of the request. The SEDC Board voted 6-0 in favor of the grant (Board member Sebastian was absent).

Per the agreement, infrastructure shall mean water, wastewater, roadway, drainage, sidewalks, and other appurtenances public improvements to be installed to serve the property.

FINANCIAL IMPACT:

Funding is available in the SEDC budget for this expense.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 36-R-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS RATIFYING THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION RESOLUTION NO. 03-2016 APPROVING THE TERMS AND CONDITIONS OF THE ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CORPORATION AND ACTUANT CORPORATION FOR INFRASTRUCTURE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) LOCATED AT 704 W. SIMONDS ROAD, SEAGOVILLE, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (SEDC) authorized, by the Development Corporation Act of 1979. Article 5190.6, Tex. Rev. Civ. Stat., §4B, approved entering into a park project agreement with the City of Seagoville, at a regular called meeting on May 9, 2016; and

WHEREAS, the SEDC has appropriated an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) for infrastructure improvements to property located at 704 W. Simonds Road, Seagoville, Texas; and

WHEREAS, the City Council has determined that the improvements would be an economic benefit to the City of Seagoville, Texas.

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

Section 1. The SEDC is hereby authorized to disburse funds in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) for infrastructure improvements located at 704 W. Simonds Road, Seagoville, Texas.

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 become effective immediately from and after its

passage, as the law and charter in such cases provides.

DULY ORDERED by the City Council of the City of Seagoville, Texas, on the 16th day of May, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

RESOLUTION NO. 03-2016

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION, AUTHORIZING THE BOARD CHAIR TO EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN ACTUANT CORPORATION, AND THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Actuant Corporation has requested an Economic Development Grant in the amount not to exceed One Hundred Thousand Dollars (\$100,000.00) for defraying some of the costs of the expansion, construction of a 20,000 square foot industrial building on the property located at 704 W. Simonds Road, Seagoville, TX ; and

WHEREAS, Actuant Corporation's development of the Premises will retain jobs and will provide additional employment opportunities within the City; and

WHEREAS, Actuant Corporation has advised the Seagoville Economic Development Corporation (hereinafter defined as the "SEDC") that a contributing factor that would induce Actuant to construct and maintain a facility on the Premises would be an agreement by the SEDC to provide an economic development grant to Actuant Corporation.

WHEREAS, the SEDC has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the SEDC pursuant to and in accordance with those programs; and

WHEREAS, the SEDC is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 505 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City of Seagoville; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SEAGOVILLE, ECONOMIC DEVELOPMENT CORPORATION:

SECTION 1. That the Chairman is hereby authorized to execute an Economic Development Agreement for infrastructure pursuant to the terms and conditions of said Agreement, which is attached hereto and incorporated herein, as Exhibit A on behalf of the Seagoville Economic Development Corporation.

SECTION 2. That all provisions of the resolutions of the SEDC in conflict with the provisions of this resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this resolution shall remain in full force and effect.

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

SECTION 4. This resolution shall take effect immediately from and after its passage, as the law in such cases provide.

DULY PASSED by the Board of Directors of the Seagoville Economic Development Corporation, on the 9th day of May, 2016.

APPROVED:

Dr. Don Cole
Dr. Don Cole, Board Chair

ATTEST:

Barbara Sherman
Barbara Sherman, Secretary/Treasurer

APPROVED AS TO FORM:

Alexis G. Allen w/permission - bid
Alexis G. Allen, Attorney for the Board

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the Seagoville Economic Development Corporation ("SEDC") and Actuant Corporation, a Wisconsin corporation (the "Company") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, Company conducts a manufacturing business in the City of Seagoville; and

WHEREAS, Company owns or leases the real property and improvements located at 704 W. Simonds Road, City of Seagoville, Texas (the "Premises") and plans to expand its operations through the investment of approximately \$1.7 Million Dollars in renovations to the Premises and the construction of a new 20,000 square foot industrial building on the Premises (hereinafter defined); and

WHEREAS, Company currently maintains approximately seventy-five (75) employment positions at the Premises and intends through the future growth plans of operations to create five (5) additional Employment Positions (hereinafter defined); and

WHEREAS, Company has advised SEDC that a contributing factor that would induce Company to expand its operations at the Premises would be an agreement by SEDC to provide an economic development grant to Company to defray a portion of the costs associated with the expansion and related costs of employing additional personnel at the Premises in the City of Seagoville; and

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

WHEREAS, the Development Corporation Act, Chapters 501-505, Texas Local Government Code (the "Act"), authorizes SEDC to provide economic development grants for the creation and retention of primary jobs that are required for the development of manufacturing and industrial facilities, research and development facilities and for infrastructure suitable for new or expanded industrial business enterprises; and

WHEREAS, SEDC has determined that the Employment Grant (hereinafter defined) to be made hereunder is required or suitable to promote or develop new or expanded business enterprises and to encourage the retention and addition of jobs in the City, and constitutes a "project", as that term is defined in the Act; and

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

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

**Article I
Term**

This Agreement shall be effective on the Effective Date (hereinafter defined) and continue until the Expiration Date (hereinafter defined), unless sooner terminated as provided herein.

**Article II
Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“SEDC” shall mean the Seagoville Economic Development Corporation.

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

“Base Employment Positions” shall mean seventy-five (75) Employment Positions existing as of the Effective Date

“Capital Investment” shall mean Company capitalized costs for the: (i) construction of a new 20,000 square foot industrial building on the Premises; (ii) acquisition and installation of additional Tangible Personal Property at the Premises; (iii) expansion of operations; and (iv) the creation of additional Employment Positions at the Premises.

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

“City Incentive Agreement” shall mean that certain economic development agreement of approximate date herewith, by and between City and Company.

“Company” shall mean Actuant Corporation, a Wisconsin corporation.

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

"Grant" shall mean an economic development grant in the amount of One Hundred Thousand Dollars (\$100,000.00), to be paid as set forth herein.

"Employment Positions" shall mean Full-Time Equivalent (FTE) Position Primary Jobs eligible for employee benefits that have been created, maintained and filled at the Premises per Employment Period. FTE's are one or more jobs located on the premises that individually or collectively total 2,080 hours, inclusive of holidays, vacation, sick leave and occasional travel. The number of FTE's for an Employment Period shall be based on a weekly average count of FTE's working at the Premises during each calendar week during the Employment Period.

"Expiration Date" shall mean March 31, 2026.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, Insurrection, government or de facto governmental action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

"Freeport Goods" shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution and located on the Real Property. Freeport Goods does not include "Goods in Transit" as defined by Tax Code, Section 11.253.

"FTE Position" or "FTE" means a position filled by individuals scheduled to work at the Leased Premises (or from a remote location within the City) for a combined total of at least 1,820 hours during an Employment Period.

"Goods in Transit" shall have the same meaning assigned by Tax Code, Section 11.253.

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

"New Employment Positions" shall mean Employment Positions added to the Premises in excess of the number of the Base Employment Positions.

"Payment Request" shall mean a written request from Company to SEDC for payment of the Grant, as the case may be, accompanied by a copy of the building permit issued by the City of Seagoville and proof that construction has commenced, for the first payment; and a copy of the Certificate of Occupancy issued by the City, for the second payment.

"Premises" shall collectively mean the real property and improvements located at 704 W. Simonds Road, Seagoville, Texas, and any other real property owned, leased or occupied by Company in the City.

"Primary Jobs" shall have the same meaning as assigned by Section 501.002(12) of the Texas Local Government Code.

"Related Agreements" shall mean the City Incentive Agreement and any agreement (not including this Agreement) by and between SEDC or City, and Company, or any of its affiliated or related entities.

"Required Use" shall mean the continuous operation of the Premises for industrial and/or manufacturing purposes.

"Tangible Personal Property" shall mean any personal property, equipment, furniture and fixtures, owned or leased by Company and located on the Premises subsequent to the Effective Date. Tangible Personal Property shall not include Freeport Goods or Goods in Transit.

Article III Economic Development Grant

3.1 Grant.

(a) Subject to continued satisfaction of all the terms and conditions of this Agreement by Company, and the obligation of Company to repay the Grants pursuant to Article V hereof, SEDC agrees to provide Company with two (2) installments of the Grant to be paid within thirty (30) day after SEDC receipt of the applicable Payment Request. The amount of each installment of the Grant shall be Fifty Thousand Dollars (\$50,000.00). The first installment shall be paid after the Company has been issued a building permit from the City of Seagoville and construction has commenced; the second installment shall be paid after the Certificate of Occupancy has been issued by the City for the new facility.

(b) In no case shall the total amount of the Grant paid pursuant to this Agreement exceed One Hundred Thousand Dollars (\$100,000.00). The repayment obligation of Company set forth in this section 5.2 hereof shall survive termination.

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

3.3 Current Revenue. The Grants made hereunder shall be paid solely from lawfully available funds that have been appropriated by SEDC; provided, however, SEDC agrees during

the term of this Agreement to make a good faith effort to appropriate funds each year to pay the Grant for the then ensuing fiscal year. Consequently, notwithstanding any other provision of this Agreement, SEDC shall have no obligation or liability to pay any Grant except as stated herein and as allowed by law.

Article IV Conditions to Economic Development Grant

The obligation of SEDC to provide the Grant hereunder shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by Company and each of the terms and conditions set forth below:

4.1 Expansion of the Premises. Company shall complete construction of an additional Twenty-Thousand (20,000) square foot facility on the Premises. In addition to the new facility, the Company shall complete the related infrastructure, including an access road to the facility, the expansion of necessary utilities, and construction of sufficient parking facilities.

The expansion shall be completed on or before December 31, 2016, unless a reasonable extension to this term is requested by Company due to events beyond its reasonable control and/or logistic/operational issues not caused directly by the Company (including delays of any contractors or subcontractors of Company) In no event the extension of this term shall be more than 12 months from December 31, 2016.

4.2 New Employment Positions. Company shall create and maintain at least five (5) New Employment Positions on or before December 31, 2021. Failure to add at least one (1) New Full-Time Employment Position per year for the five (5) years of the Term of the Agreement will subject the Company to Repayment of the Grant(s), as provided in Section 5.2(b) below.

4.3 Continuous Occupancy. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Premises shall be continuously owned and/or leased and occupied by the Company or any of its successors and assignees.

4.4 Total Employment Positions. During the term of this Agreement, following the Effective Date and continuing thereafter until the Expiration Date, Company shall maintain at least Seventy-Five (75) Employment Positions at the Premises, with one additional Full-Time Employee position added each year for the first five (5) years of the term of the Agreement. Company shall, on or before December 31, 2016, and on or before December 31st of each year for the following five (5) years thereafter, supply SEDC with copies of employment records and such other information as may be reasonably requested by SEDC to document compliance with the required Employment Positions.

4.5 Payment Request. Company shall, as a condition precedent to the payment of each Grant, provide SEDC with the applicable Payment Request.

4.6 Good Standing. Company shall not have an uncured material breach or material default of this Agreement.

4.7 Required Use. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Premises shall not be used for any purpose other than the Required Use, and the operation and occupancy of the Premises in conformance with the Required Use shall not cease for more than sixty (60) days, except in connection with and to the extent of an event of Force Majeure.

4.8 Capital Investment. Capital Investment for the Expansion of the Premises, including the construction of the new facility and installation of related Tangible Personal Property as of December 31, 2016 shall be at least One Million, Seven Hundred Thousand Dollars (US\$1.7 Million). Company shall, within ninety (90) after December 31, 2016 supply SEDC with copies of records, receipts, bills, and such other information as may be reasonably requested by SEDC to document compliance with the required Capital Investment.

Article V Termination; Repayment

- 5.1 Termination. This Agreement shall terminate upon any one of the following:
- (a) by written agreement of the Parties;
 - (b) Expiration Date;
 - (c) upon written notice, by either Party in the event the other Party materially breaches any of the terms or conditions of this Agreement and such material breach is not cured within thirty (30) days after written notice thereof;
 - (d) upon written notice, by SEDC, if Company suffers an event of Bankruptcy or Insolvency;
 - (e) upon written notice, by SEDC, if any Impositions owed to the City or the State of Texas by Company shall become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions), and such delinquency is not cured within thirty (30) days after written notice thereof; and
 - (f) upon written notice, by SEDC, if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment.

- (a) Upon Termination. In the event this Agreement is terminated by SEDC pursuant to Section 5.1 (c), (d), (e) or (f), Company, at SEDC sole remedy, shall immediately refund to SEDC an amount equal to all of the Grants paid by SEDC to Company preceding the date of such termination, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by SEDC) as

its prime or base commercial lending rate, from the Effective Date. The repayment obligation of Company set forth in this section 5.2 hereof shall survive termination.

(b) **Recapture.** In the event the Company fails to satisfy the New Employment Positions condition provided for in Section 4.2 hereof, the Company shall be required to repay up to fifty percent (50%) of the Grant, as provided herein:

- (1) If Company fails to add and continually employ one (1) New FTE by December 31, 2017, Company shall repay Ten-Thousand Dollars (\$10,000.00), and such payment shall be made within thirty (30) days of the SEDC's demand for repayment; and
- (2) If Company fails to add and continually employ two (2) New FTE between January 1, 2018 and December 31, 2018, Company shall repay Ten-Thousand Dollars (\$10,000.00), and such payment shall be made within thirty (30) days of the SEDC's demand for repayment; and
- (3) If Company fails to add and continually employ three (3) New FTE between January 1, 2019 and December 31, 2019, Company shall repay Ten-Thousand Dollars (\$10,000.00), and such payment shall be made within thirty (30) days of the SEDC's demand for repayment; and
- (4) If Company fails to add and continually employ four (4) New FTE between January 1, 2020 and December 31, 2020, Company shall repay Ten-Thousand Dollars (\$10,000.00), and such payment shall be made within thirty (30) days of the SEDC's demand for repayment; and
- (5) If Company fails to add and continually employ five (5) New FTE between January 1, 2021 and December 31, 2021, Company shall repay Ten-Thousand Dollars (\$10,000.00), and such payment shall be made within thirty (30) days of the SEDC's demand for repayment.

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

Article VI Miscellaneous

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

6.2 **Limitation on Liability.** It is understood and agreed between the Parties that Company in satisfying the conditions of this Agreement has acted independently, and SEDC assumes no responsibilities or liabilities to third parties in connection with Company's actions. Further, Company agrees to indemnify and hold harmless SEDC from all claims, suits, demands and causes of actions by a third party arising out of Company's actions and performance of the conditions under this Agreement. SEDC agrees, however, that in no event shall the liability of

Company under this Agreement exceed the aggregate amount of all Grants received by Company hereunder, plus the amount of any interest owed by Company as set forth in Section 5.2 above.

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

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or (ii) on the day actually received if sent by courier or otherwise hand delivered.

If intended for SEDC, to:

Attn: Dr. Don Cole
Board Chair
Seagoville Economic Development
Corporation
105 N. Kaufman Street
Seagoville, Texas 75159

If intended for Company:

Attn: Kevin Curtin
Actuant Corporation
N86 W12500 Westbrook Crossing
Menomonee Falls, WI 53051

With a copy to:

Alexis G. Allen
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

6.6 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by a written agreement executed by both Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of

the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

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

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

6.14 Successors and Assigns. This Agreement may not be assigned without the prior written consent of SEDC.

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

EXECUTED on this _____ day of _____, 2016.

SEAGOVILLE ECONOMIC DEVELOPMENT
CORPORATION

By: _____
Dr. Don Cole, Board Chair

EXECUTED this the _____ day of _____, 2016.

ACTUANT CORPORATION

By: _____

By: _____



972-287-9944
www.seagoville.us

City of Seagoville Economic Development Corporation Pre-Incentive Application

Name of Applicant: Actuant Corporation Date: 04/07/16

Contact Name: Kevin Curtin

Address: N86 W12500 Westbrook Crossing, Menomonee Falls, WI 53051

Phone: 920-248-1025 E-mail: Kevin.Curtin@Actuant.com

Project/Company Name: Precision-Hays Intl Project Location: 704 W. Simonds Rd, Seagoville, TX 75149

Company's Primary Business: Manufacturing of material used in the prestressed concrete market

Is Project located in TIF? _____

Please provide the following information based on the completed project at full operation. It will be assumed that the project is phased in equal annual increments unless indicated otherwise by the applicant. All values should be those shown on the appraisal district tax rolls. Please provide supporting documentation where appropriate.

1. Incentive Request and Level (%) of Request(s): Gas Line installation, Employee Parking Lot and New 2500 Amp Electrical Service
(Rank, order and priority)
2. Necessity of Incentive Request *(Describe the competitive, financial, or other issues associated with this request)*: We are currently evaluating our options to co-locate two manufacturing sites in the greater DFW area.
3. Would this project be financially feasible without requested incentive? Dependent on the other options
4. Is the project a relocation or new facility expansion? If relocation, please state current location:
The project would involve building approximately 20k sq. ft of additional manufacturing space.
5. Is the project new construction or lease? New Construction
6. If the project is new construction, is it a shell building or build-to-suit? Shell Building
7. If the project is a lease, will it occupy existing space or new construction? New Construction

8. Will the applicant of the project be owner and/or tenant? Initially we will own, may explore lease options in the future
9. Specific operations to be performed at proposed location, including a description of products to be Produced or distributed, or services to be provided: The primary product that will be produced are wedges for the prestressed concrete market. The processes employed will be cutting, tapping, slitting and heat treating.
10. Projected date of occupancy: 12/31/16
11. Site acreage and current assessed value of land: 9.31 acres / value \$89,100
12. Estimated assessed land value after construction or purchase price of land: No Change
13. Estimated assessed building value after construction: \$2,450M
14. Type of development and percentage of anticipated uses: Industrial building - 100% manufacturing
15. Number and square footage of proposed buildings: 20,000 Square Feet
16. Number of water meters and irrigation meters and their sizes (for new construction): Unknown
17. Estimated assessed value and description of business personal property: \$7M-\$9M
18. Estimated value of end-of-year inventory and percentage subject to triple freeport exemption:
No change
19. Number and average salary of permanent full-time employees: 75 / Approximate Salary \$30K
20. Annual estimated retail sales and percentage subject to City sales tax: N/A
21. Annual estimated hotel sales subject to City hotel occupancy tax: N/A
22. Will Scagoville be designated as a point of sale for construction or equipment purchases? No
If so, what is the estimated project construction and equipment cost?
23. Is this anticipated to be a LEED's certified project? No
24. Is the property zoned to accommodate proposed use? Yes
If not, what zoning is required by
project? _____
25. Is the project consistent with the City's Comprehensive Plan and applicable development codes and ordinances?
Yes
26. Other factors the applicant would like to have taken into consideration: _____

Required Attachments-Check all those attached with submitted application

Site Map

Legal Description

Site Plan

Elevations

Assessed value of three comparable size projects within the county or region.

Applicant shall complete all forms and information detailed in the Application and submit all information to the Seagoville Economic Development Corporation, 105 N. Kaufman Street Seagoville, Texas 75159.

For more information, please contact Economic Development at 972-287-9944.

Agenda Item 10

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 11

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 12

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 13

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