



**SEAGOVILLE CITY COUNCIL
MEETING AGENDA
MONDAY, OCTOBER 03, 2016**

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

AGENDA

1. Staff updates
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)

CONSENT AGENDA

- 1C. Approval of minutes.
- 2C. Approval of Ordinance adopting Supplement No. 6 to the Code of Ordinances adopted November 06, 2008; providing for the printing thereof, authentication by the Mayor and attestation by the City Secretary; providing for the repeal of certain ordinances; providing exceptions to the repeal; providing penalties; and providing an effective date.
- 3C. Approval of a Resolution authorizing the City Manager to execute an Amendment to the Congregate Meals Agreement by and between the City of Seagoville and the Visiting Nurses Association of Texas for congregate meals to eligible senior citizens for fiscal year 2016-2017; providing for repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date.
- 4C. Approval of a Resolution awarding a bid to Burkham Contracting for concrete paving repairs along Riverview Lane and Oakbrook Lane in the amount of Sixty Eight Thousand Four Hundred Fifteen Dollars (\$68,415.00); authorizing the City Manager to execute any and all necessary documents; and providing an effective date.
- 5C. Approval of a Resolution awarding a bid to Siddons-Martin Emergency Group for the purchase of a 2017 Pierce Arrow XT 100' Ladder Truck in the amount of Eight Hundred Ninety One Thousand Nine Hundred Thirty-Three Dollars (\$891,933.00); authorizing the City Manager to execute any and all necessary documents; and providing an effective date.
- 6C. Approval of a Resolution authorizing Lease-Purchase Agreement and Lease Schedule of a 2017 Pierce Arrow XT 100' Ladder Truck with PNC Equipment Finance, LLC with a down payment of Seventy-Two Thousand Dollars (\$72,000.00) and the principal amount financed of Eight Hundred Nineteen Thousand Nine Hundred Thirty-Three Dollars (\$819,933.00); authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

REPORTS/RECOMMENDATIONS/REQUESTS

7. Receive Councilmember Reports – Items of community interest regarding which no action will be taken, as authorized by Section 551.0415 of the Government Code.
8. Receive Citizen Comments – Citizens may speak 6 minutes each on any matter, other than personnel matters, or matters under litigation.
9. Receive Future Agenda Items – Items to be placed on a future agenda which no action or discussion will be taken at this meeting.

AGENDA (cont'd)

10. Recess into Executive Session in compliance with Texas Government Code Section 551.074, Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Municipal Court Judges.

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

12. Adjourn.

Posted Friday, September 30, 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, October 17, 2016 @ 7:00 p.m., City Council meeting.
- Tuesday, November 8, 2016, 7:00 a.m. - 7:00 p.m., Election Day.
- Monday, November 14, 2016 @ 7:00 p.m., City Council meeting.

INVOCATION

PLEDGE OF ALLEGIANCE

MAYOR'S REPORT

***VISITOR RECOGNITIONS /
PROCLAMATIONS / PRESENTATIONS – National Night Out (October 4, 2016)
Fire Prevention Week (October 9-15, 2016)***



Proclamation

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on October 4, 2016; and

WHEREAS, the "33rd Annual Night Out" provides a unique opportunity for the City of Seagoville to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the City of Seagoville plays a vital role in assisting the Seagoville Police Department through joint crime, drug and violence prevention efforts in the City of Seagoville and is supporting "National Night Out 2016" locally; and

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

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

NOW, THEREFORE, I, Dennis K. Childress, Mayor of the City of Seagoville, Texas do hereby proclaim October 4, 2016 as

NATIONAL NIGHT OUT

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



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seagoville, Texas to be affixed this 3rd day of October, 2016.



Mayor, The City of Seagoville, Texas



Proclamation

WHEREAS, the City of Seagoville is committed to ensuring the safety and security of all those living in and visiting Seagoville; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and

WHEREAS, U.S. fire departments responded to 369,500 home fires in 2014, according to the National Fire Protection Association (NFPA); and

WHEREAS, U.S. home fires resulted in 2,745 civilian deaths in 2014, representing the majority (84 percent) of all U.S. fire deaths; and

WHEREAS, in one-fifth of all homes with smoke alarms, the smoke alarms are not working; and

WHEREAS, three out of five home fire deaths result from fires in properties without smoke alarms (38 percent) or with no working smoke alarms (21 percent); and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, many Americans don't know how old the smoke alarms in their homes are, or how often they need to be replaced; and

WHEREAS, all smoke alarms should be replaced at least once every ten years; and

WHEREAS, the age of a smoke alarm can be determined by the date of its manufacture, which is marked on the back of the smoke alarm; and

WHEREAS, City of Seagoville's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2016 Fire Prevention Week theme, "**Don't Wait – Check the Date!** Replace Smoke Alarms Every 10 Years" effectively serves to educate the public about the vital importance of replacing the smoke alarms in their homes at least every ten years, and to determine the age of their smoke alarms by checking the date of manufacture on the back of the alarms;

NOW, THEREFORE, I Dennis K. Childress, Mayor of the City of Seagoville do hereby proclaim *October 9-15, 2016*, as *Fire Prevention Week* throughout the City of Seagoville and urge all the people of Seagoville to find out how old the smoke alarms in their homes are, to replace them if they're more than 10 years old.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seagoville, Texas to be affixed this 3rd day of October, 2016.

A handwritten signature in blue ink, appearing to read "DK Childress".

Mayor, The City of Seagoville, Texas

Agenda Item 1C

Approval of minutes.

BACKGROUND OF ISSUE:

Approval of minutes for meetings held on September 12, 2016.

FINANCIAL IMPACT:

N/A

**CITY COUNCIL
WORK SESSION
SEPTEMBER 12, 2016**

The City Council held a work session on Monday, September 12, 2016 at 6:31 p.m. with a quorum present, to wit:

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

The following staff members were also present: City Manager Pat Stallings, Community Development Director Ladis Barr; Finance Director Patrick Harvey; City Attorney Alexis Allen and City Secretary Dara Crabtree.

ITEM 2. DISCUSSION OF AGENDA ITEMS.

ITEM 4C. Following a City Council inquiry, City Secretary Crabtree stated the non-emergency private ambulance service was adopted previously by resolution, therefore, was able to be charged when inadvertently left off the previous Master Fee Schedule.

ITEM 1. STAFF UPDATES.

Community Development Director Barr provided an update on the following: Riverview and Woodhaven Projects; vandalism at Splash Pad along with the installation of cover; asphalt work started in the Robinwood Addition today; and Simonds Road.

Following a discussion, the City Council agreed to conduct one (1) meeting in November on the 14th due to the Council Chambers being used as an Election Day polling location for the Presidential Election on November 8th.

Following a City Council inquiry, City Manager Stallings stated in the future we may possibly be able to use CDBG funds to rebuild Elmo.

The work session was adjourned at 6:56 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**CITY COUNCIL
REGULAR MEETING
SEPTEMBER 12, 2016**

The City Council held a regular meeting on Monday, September 12, 2016 at 7:00 p.m. with a quorum present, to wit:

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

Phil Greenawalt provided the invocation and Mayor Childress led the Pledge of Allegiance.

MAYOR'S REPORT. Mayor Childress reported Movie in the Park was this Saturday, September 17th and *The Good Dinosaur* would be shown; this Saturday was also 3rd Saturday at the service center from 8:00 a.m. – noon; and UT Southwestern Mobile Mammogram Unit will be in city hall parking lot on Friday, September 23rd.

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

CONSENT AGENDA.

Councilmember Magill made a motion, seconded by Councilmember Howard, to approve Consent Agenda Items 1C through 4C. A vote was cast 5 in favor, 0 against.

- ITEM 1C.** Approve minutes for meetings held on August 29, 2016.
- ITEM 2C.** Approve the City of Seagoville's Investment Policy for Fiscal Year 2016-2017.
- ITEM 3C.** Approve the City of Seagoville Financial Policies for Fiscal Year 2016-2017.
- ITEM 4C.** Approve Resolution No. 49-R-16 amending the Master Fee Schedule and providing an effective date.

ITEM 5. Mayor Pro Tem Hernandez made a motion, seconded by Councilmember Magill, to approve Resolution No. 50-R-16 accepting the Seagoville Economic Development Corporation budget for fiscal year October 1, 2016 through September 30, 2017. A vote was cast 5 for, 0 against.

ITEM 6. Mayor Pro Tem Hernandez made a motion, seconded by Councilmember Howard, to approve three (3) Hotel Occupancy Tax Grant Agreements with Seagoville Chamber of Commerce, Mayfest (\$10,000.00); Seagofest (\$10,000.00); and 4th of July Celebration (\$4,000.00) totaling Twenty-Four Thousand (\$24,000.00) Dollars for the fiscal year October 1, 2016 through September 30, 2017. A vote was cast 5 for, 0 against.

ITEM 7. Councilmember Magill made a motion, seconded by Councilmember Fruin, to approve Ordinance No. 30-16 approving and adopting a budget for all City funds for fiscal year October 1, 2016 through September 30, 2017 and providing that expenditures for said fiscal year shall be made in accordance with said budget; and declaring an effective date. A vote was cast 5 for (Hernandez, Howard, Magill, Fruin, Epps), 0 against.

Mayor Pro Tem Hernandez made a motion, seconded by Councilmember Magill, to ratify the property tax as reflected in the budget. A vote was cast 5 for, 0 against.

ITEM 8. Mayor Pro Tem Hernandez made a motion, seconded by Councilmember Howard, approve Ordinance No. 31-16 levying the ad valorem taxes for the year 2016 at a tax rate of \$0.743800 per \$100 valuation, property within the corporate limits of the City as of January 1, 2016; to provide revenues for current expenses and interest and sinking fund requirements; and providing for due and delinquent dates together with penalties and interest. This rate will raise more revenue from property taxes than last year's budget by an amount of \$390,972. This budget will raise more property taxes than last year's budget by \$390,972 or 11.94%, and of that amount, \$80,009 is tax revenue to be raised from new property added to the tax roll this year. A vote was cast 5 for (Hernandez, Howard, Magill, Fruin, Epps), 0 against.

ITEM 9. Following a discussion, Resolution No. 51-R-16 reflected the following votes cast for Places 6-9 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Councilmember Magill made a motion, seconded by Mayor Pro Tem Hernandez, to cast the City's vote for Kyle J. Jung for Place 6. A vote was cast 2 for, 3 abstained (Howard, Fruin, Epps); Councilmember Magill made a motion, seconded by Mayor Pro Tem Hernandez, to cast the City's vote for C.J. Wax for Place 7. A vote was cast 2 for, 3 abstained (Howard, Fruin, Epps); Councilmember Magill made a motion, seconded by Mayor Pro Tem Hernandez, to cast the City's vote for Larry Melton for Place 8. A vote was cast 2 for, 3 abstained (Howard, Fruin, Epps); and Mayor Pro Tem Hernandez made a motion, seconded by Councilmember Magill, to cast the City's vote for Andres Garza for Place 9. A vote was cast 2 for, 3 abstained (Howard, Fruin, Epps).

ITEM 10. COUNCILMEMBER REPORTS.

Mike Fruin – thanked AMVETS for feeding the First Responders and their families on September 11th; there was a good turnout; and everyone seemed to be enjoying themselves.

Jon Epps – thanked the City Manager and Staff for all they were doing and to keep moving forward.

Dennis Childress – advised American Red Cross was out installing smoke detectors in houses; and representatives heavily canvassed Creekside Mobile Home Park as well as other areas in the City.

ITEM 11. CITIZEN COMMENTS.

Phil Greenawalt, 512 Highland Drive – thanked the City Council for their support; reminded everyone of the Chamber Steak Dinner on Wednesday; all nine (9) school principals will be there; and Seagfest is October 6-9 with lots of great things planned.

ITEM 12. FUTURE AGENDA ITEMS. No items were requested.

ITEM 13. The meeting adjourned at 7:20 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Agenda Item 2C

Approval of an Ordinance of the City of Seagoville, Texas, adopting Supplement No. 6 to the Code of Ordinances adopted November 06, 2008; providing for the printing thereof, authentication by the Mayor and attestation by the City Secretary; providing for the repeal of certain ordinances; providing exceptions to repeal; providing penalties; and providing an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville adopted a new Code of Ordinances on November 06, 2008. The Code book included all ordinances on or before February 21, 2008.

It is necessary to supplement the Code of Ordinances from time to time to include additional ordinances passed by the City Council.

Supplement No. 6 includes ordinances enacted after December 14, 2015 through and including Ordinance No. 22-16 adopted on July 18, 2016.

FINANCIAL IMPACT:

Funding for this expenditure is available in the City Secretary's budget.

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 32-16

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, ADOPTING SUPPLEMENT NO. 6 TO THE CODE OF ORDINANCES ADOPTED NOVEMBER 06, 2008; PROVIDING FOR THE PRINTING THEREOF, AUTHENTICATION BY THE MAYOR AND ATTESTATION BY THE CITY SECRETARY; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES; PROVIDING EXCEPTIONS TO REPEAL; PROVIDING PENALTIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seagoville, Texas adopted a new Code of Ordinances for the City of Seagoville by Ordinance No. 23-08 on November 06, 2008, said Code to become effective November 06, 2008; and

WHEREAS, said Code included all ordinances passed on or before February 21, 2008;
and

WHEREAS, the City Council has enacted additional ordinances amending the Code of Ordinances through and including Ordinance No. 22-16 on July 18, 2016; and

WHEREAS, it is necessary to supplement the Code of Ordinances to include those amendments within the body of the Code as provided by Ordinance No. 23-08;

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

SECTION 1. That Supplement No. 6 to the Code of Ordinances of the City of Seagoville, heretofore enacted by Ordinance No. 23-08 be, and the same is hereby, adopted and shall hereafter constitute a Supplement to the Code of Ordinances.

SECTION 2. That copies of Supplement No. 6, a true and correct copy of which is attached hereto and, by this reference, incorporated herein, shall be printed and distributed to all

holders of the Code of Ordinances in accordance with the current list kept for that purpose by the City Secretary.

SECTION 3. That said Code as supplemented shall be admitted in evidence without further proof, and the City Secretary shall record this Supplement, adopted as an amendment to said Code, in the ordinance records of the City, and thereafter such Code, as amended and supplemented, shall serve as a record of the ordinances so codified, and it shall not be necessary in establishing the content of any particular ordinance so codified to go beyond said record.

SECTION 4. That all provisions of such Code, as amended and supplemented hereby, shall be in full force and effect from and after the date of this ordinance, and all ordinances of a general and permanent nature of the City of Seagoville, enacted on final passage on or before July 18, 2016, and not included in such Code or recognized and continued in force by reference therein, are hereby repealed from and after July 18, 2016, except as hereinafter provided. No resolution of the City Council not specifically mentioned herein is hereby repealed.

SECTION 5. That the repeal provided for in Section 4 above shall not affect any of the following:

- A. Any offense or act committed or done or any penalty of forfeiture incurred or any contract or right established or accruing before the effective date of such Code;
- B. Any ordinance promising or guaranteeing the payment of money for the City, or authorizing the issuance of any bond of the City or any evidence of the City's indebtedness;
- C. Any contract or obligation assumed by the City;
- D. Any right or franchise granted by the City;

- E. Any ordinance dedicating, naming, establishing, locating, relocating, opening, paving, widening, or vacating any street or public way in the City;
- F. Any ordinance relating to municipal street maintenance agreements with the State of Texas;
- G. Any ordinance establishing or prescribing grades for streets in the City;
- H. Any appropriation ordinance or ordinance providing for the levy of taxes or for an annual budget;
- I. Any ordinance relating to local improvements and assessments therefor;
- J. Any ordinance annexing territory to the City or discontinuing territory as a part of the City;
- K. Any ordinance dedicating or accepting any plat or subdivision in the City;
- L. Any ordinance prescribing the rates to be charged by public utilities or public service corporations;
- M. Any ordinance amending the Zoning Map or zoning or rezoning specific property;
- N. Any ordinance enacted after July 18, 2016.

SECTION 6. It is the intention of the City Council to make this Supplement and the amendments incorporated within it part of the Code of Ordinances when printed or reprinted in page form, distributed to and incorporated within the original Code of Ordinance books distributed by the City Secretary. A copy of such Code as supplemented hereby shall be available for all persons desiring to examine the same in the office of the City Secretary during regular business hours. Ordinances passed subsequent to the enactment of this Supplement shall be added to the body of the Code of Ordinances and incorporated within it by reference to the Code of Ordinances of the City of Seagoville shall be understood and intended to include such additions and amendments.

SECTION 7. Whenever in the Code of Ordinances an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in such Code the doing of any

act is required or the failure to do any act is declared to be unlawful, the violation of such provision of the Code by any person, firm or corporation shall be deemed to be a misdemeanor and, upon conviction in the Municipal Court of the City of Seagoville, such person, firm or corporation shall be punished by a penalty of fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, except where a different penalty has been established by state law for such offense, including traffic offenses under the Texas Transportation Code, in which case the penalty shall be that fixed by state law, and for any offense which is a violation of any provision that governs fire safety, zoning, public health and sanitation or dumping of litter or solid waste as those terms are defined by Section 365.001 of the Texas Litter Abatement Act, Texas Health & Safety Code, as amended, the penalty shall be a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such offense is continued shall constitute a new and separate offense.

SECTION 8. This ordinance shall take effect immediately after its passage and publication of the caption as the law and Charter in such cases provide.

DULY PASSED by the City Council of Seagoville, Texas on the 3rd day of October, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

CERTIFICATE

STATE OF TEXAS §

COUNTY OF DALLAS §

This Supplement No. 6 to the Code of Ordinances of the City of Seagoville, adopted and enacted on the 3rd day of October, 2016, as "Supplement No. 6 to the Code of Ordinances, City of Seagoville, Texas," by Ordinance No. 32-16 of the City Council, effective the same date, is hereby duly authenticated and approved.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Mayor of the City of Seagoville, attested by the City Secretary, with the seal of the City affixed hereto, this 3rd day of October, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Agenda Item 3C

Approval of a Resolution authorizing the City Manager to execute an Amendment to the Congregate Meals Agreement by and between the City of Seagoville and the Visiting Nurses Association of Texas for congregate meals to eligible senior citizens for fiscal year 2016-2017; providing for repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

City staff requests authorization to extend the existing Agreement with Visiting Nurses Association (VNA) Community Nutrition Program. The City's current Agreement with VNA expires on September 30, 2016. The Amendment with VNA allows our Senior Services program to continue serving meals to eligible seniors for a period of one (1) year, from October 1, 2016 through September 30, 2017. A unit of service is one meal. The number of units of service for the period shall be approximately 11,050 for approximately 250 eligible participants.

Seagoville Senior Services program is geared to serve, on a daily basis, approximately fifty senior citizens 60 years old and over. The Dallas Area Agency on Aging (DAAAA) funds the program through reimbursement. FY 2010 the City began contracting with the Visiting Nurses Association, Meals on Wheels, for the Congregate Meals.

The price per meal remains at the FY 2016 level of \$3.75.

FINANCIAL IMPACT:

There is no allocation of funds and no match for this program, however, reimbursement starts two months after the start of the program. The City will be reimbursed completely by the sixth month. The program income goal for the Amendment period is \$5,209.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 52-R-16

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CONGREGATE MEALS AGREEMENT BY AND BETWEEN THE CITY OF CITY OF SEAGOVILLE AND THE VISITING NURSES ASSOCIATION OF TEXAS FOR CONGREGATE MEALS TO ELIGIBLE SENIOR CITIZENS FOR FISCAL YEAR 2016-2017; PROVIDING FOR REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Seagoville, desires an Amendment to the Agreement with the Visiting Nurses Association of Texas (VNA) for a period of one (1) year for Senior Congregate Meals for the Fiscal Year 2016-2017; and

WHEREAS, a copy of said Amendment is attached and incorporated hereto as Exhibit "A" and made a part hereof for all purposes; and

WHEREAS, the VNA will furnish approximately 11,050 single meals for eligible seniors in Seagoville's Senior Center with the price per meal rate at \$3.75; and

WHEREAS, the Amendment will be for the term of October 1, 2016 through September 30, 2017; and

WHEREAS, the City Council has reviewed the Amendment and has determined it to be in the best interest of the City of Seagoville to enter into said contract for such Senior Center services.

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

SECTION 1: The City Manager is hereby authorized to execute on behalf of the City of Seagoville, Texas an Amendment with the Visiting Nurses Association of Texas for the Fiscal Year 2016-2017, a copy of which is 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 for 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 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 and be in force on October 1, 2016.

DULY PASSED AND APPROVED this the 3rd day of October, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

**AMENDMENT TO
CONGREGATE MEALS AGREEMENT**

This Amendment is made to the Congregate Meals Agreement (the "Agreement") made between the City of Seagoville, a Texas municipality, (hereinafter referred to as the "City") and Visiting Nurse Association of Texas, (hereinafter referred to as "VNA") effective the 1st day of October, 2013.

In consideration of the City and VNA agreeing to extend the Agreement under the terms and conditions following, the Agreement is extended for the time period October 1, 2016 until September 30, 2017. The price per meal remains \$3.75. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement on the respective dates set forth below.

FOR: VISITING NURSE ASSOCIATION OF TEXAS

BY: Thomas Ricciardelli
Signature

Thomas Ricciardelli
Printed Name

ITS: Vice President and General Counsel

DATE: September 2, 2016

FOR: CITY OF SEAGOVILLE, TEXAS

BY: _____
Signature

Patrick Stallings
Printed Name

ITS: City Manager
Title

DATE: _____

EXHIBIT "A"

CONGREGATE MEALS AGREEMENT

This Agreement is effective the 1st day of October, 2012 by and between the City of Seagoville, a Texas municipality, (hereinafter referred to as the "City") and The Visiting Nurse Association of Texas, (hereinafter referred to as "VNA").

WHEREAS, VNA operates the VNA Meals on Wheels Program that has the capability of providing congregate meals; and

WHEREAS, the City of Seagoville operates the Seagoville Senior Center (the "Center") and seeks to enhance the quality of life of its senior clients at the Center and, therefore, wishes to provide meals for certain of those clients purchased from the VNA Meals on Wheels Program; and

WHEREAS, VNA wishes to provide meals to clients of the Center through its Meals on Wheels Program;

NOW, THEREFORE, in consideration of the mutual covenants and premises set out below, the parties agree as follows:

SECTION ONE DESCRIPTION OF SERVICES

VNA will provide services to clients of the Center, whose address is listed below:

Seagoville Senior Center
304 East Farmers Road
Seagoville, Texas 75159

VNA will provide meals produced by the VNA Meals on Wheels Congregate Meal Program, which shall be the standard meal produced on a given day. VNA will provide:

- meals in bulk;
- plates, cups, napkin/fork sets, hairnets, gloves;
- one set of scoops (any replacements will be the responsibility of the Center);
- one thermometer;
- box lunches with at least a two (2) day advance order; and
- menus.

Meals will be delivered before 11:30 a.m., Monday through Friday with the exception of Dallas County holidays for which no meals will be delivered. The food delivered will be served to the clients by volunteers of the Center. The Center will store the containers in which the meals will be provided until the next business day, at which time they will be retrieved by VNA. The Center will allow a VNA staff member to monitor the quality and acceptability to the clients of the Center of the meals provided by VNA. The Center will train its volunteers serving food to its clients in food safety and sanitation standards.

SECTION TWO QUANTITY

VNA will provide and the Center will accept whatever quantity of meals are ordered by the Center, with such orders placed via a VNA Meals on Wheels delivery receipt, subject to conditions set out below. These meals will be provided according to VNA's standard schedule, Monday through Friday exclusive of holidays as noted above, provided VNA, in its sole discretion, has the capacity to provide such quantities. The number of meals provided will remain the same from day to day unless the Center changes the number of meals ordered. If the Center desires to change the number of meals ordered, the changes must be called into the VNA Meals on Wheels office at (214) 689-2639 by 11:00 A.M. not less than one business day prior to delivery of that order; otherwise the number of meals provided by VNA will be the number ordered on the previous day on which meals have been delivered.

SECTION THREE PRICE

The Center agrees to pay ^{3.75 - FY2017} \$3.70 for each meal delivered. The Center will be billed on a monthly basis by VNA and payment will be due upon receipt of invoice.

SECTION FOUR TERM

This Agreement is effective October 1, 2012 and shall remain in full force and effect unless and until terminated upon thirty (30) days' written notice sent by the terminating party to the other party at the respective addresses set forth in Section Five below, such notice to be sent by certified mail, return receipt requested.

SECTION FIVE NOTICE

Notices concerning this Agreement will be sent to the following addresses:

City: Debra Hitt April Smigielski
Seagoville Senior Center
304 East Farmers Road
Seagoville, Texas 75159

VNA: Robert P. Carpenter
President and CEO
The Visiting Nurse Association of Texas
1600 Viceroy Drive
Suite 400
Dallas, Texas 75235

**SECTION SIX
PRIOR AGREEMENTS SUPERSEDED**

As of the effective date of October 1, 2012, this Agreement supersedes all prior agreements, written or oral, between the parties concerning the within subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth below.

FOR: THE VISITING NURSE ASSOCIATION OF TEXAS

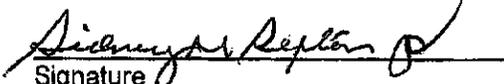
BY: 
Signature

Robert P. Carpenter
Printed Name

ITS: President and CEO

DATE: _____

FOR: CITY OF SEAGOVILLE, TEXAS

BY: 
Signature

Sidwell H. Sexton Jr.
Printed Name

ITS: Mayor
Title

DATE: September 17, 2012



September 2, 2016

April Smigielski
Seagoville Senior Center
304 East Farmers Road
Seagoville, Texas 75159

Dear Ms. Smigielski:

Enclosed are two originals of the Amendment to the Congregate Meals Agreement between the City of Seagoville and Visiting Nurse Association of Texas effective October 1, 2016. These have been executed on behalf of our organization. If you approve of the proposed Amendment, please have them signed and return one fully executed original to my attention.

Thank you for the opportunity to continue partnering with you to meet the nutritional needs of senior citizens in Seagoville.

Sincerely,

A handwritten signature in blue ink that reads "Thomas Ricciardelli".

Thomas Ricciardelli
Vice President and General Counsel

TR/ic

Enclosure

cc: Betsy Cox, Managing Director, Meals on Wheels, VNA
Megan Vick, Director, Meal Production and Distribution, VNA

Agenda Item 4C

Approval of a Resolution awarding a bid to Burkham Contracting for concrete paving repairs along Riverview Lane and Oakbrook Lane in the amount of Sixty Eight Thousand Four Hundred Fifteen Dollars (\$68,415.00); authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

BACKGROUND OF ISSUE:

Bids were received on September 27, 2016 for the concrete paving repairs along Riverview Lane and Oakbrook Lane.

The scope of work includes approximately; 125 Square Yards, Removal and Replacement Concrete Street Paving; Removal and Replacement of Concrete Sidewalk; Existing Chain Link Fence; Metal Guard Rail and Post; Flowable Fill; # 10 Chat Backfill; 8 Foot Curb Inlet; Erosion Control; Traffic Control; Bonds and Insurance; Performance and Maintenance Bonds; and all appurtenances for Concrete Removal and Replacement along Riverview Lane.

The bid notice was advertised in the Daily Commercial Record two consecutive weeks. Two (2) bids were submitted. After careful evaluation of the bids, it was determined that Burkham Contracting was the lowest most responsible bid at \$68,415.00. This recommendation has been reviewed and Approved by Andy Martin with BSM Engineers, Inc., our consulting engineer for this project.

FINANCIAL IMPACT:

Funds are budgeted for this project in the Streets FY17 budget.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 53-R-16

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AWARDED A BID TO BURKHAM CONTRACTING FOR CONCRETE PAVING REPAIRS ALONG RIVERVIEW LANE AND OAKBROOK LANE IN THE AMOUNT OF SIXTY EIGHT THOUSAND FOUR HUNDRED FIFTEEN DOLLARS (\$68,415.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that Burkham Contracting has met all bid specifications and is the lowest responsible bidder; and

WHEREAS, the City Council accepts Burkham Contracting bid of \$68,415.00 for concrete paving repairs project for Riverview Lane and Oakbrook Lane; and

WHEREAS, the City Council has determined this work is in the best interest of the citizens of Seagoville.

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

SECTION 1. The City Council accepts Burkham Contracting bid in the amount of \$68,415.00 for concrete paving repairs project for Riverview Lane and Oakbrook Lane, a copy of which is attached hereto and incorporated herein as Exhibit "A" and the City Manager is hereby authorized to execute any and all necessary documents to complete the project.

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

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

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 3rd day of October, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY



ARTHUR F. BECK, P.E., RPLS

Consulting Civil Engineers

ANDREW M. MARTIN, JR, P.E.

September 28, 2016

PROJECT: Riverview Paving Improvements
Along Riverview Lane

CONTRACTOR: Burkham Contracting Co.
Contact Person: Jeff Burkham

A) REFERENCES:

- 1.) City of Seagoville
- 2.) Dean Foods

B) CREDIT REFERENCES:

- 1.) Bonding, All State Bonding Co.
Bonding: Good
- 2.) Material Supplier: B & B Redi Mix
Credit Line: Material for project
- 3.) Insurance Co. Upshaw Insurance Agency, Inc.
Insurance: Good

C) BONDING and INSURANCE: Good

D) COMMENTS:

- 1.) Type of projects from references, paving and drainage improvements.
- 2.) Cost of reference projects ranged from 50,000 to \$200,000.
- 3.) Projects were within budget.
- 4.) Projects had no work delays due to contractor.
- 5.) No change orders were requested by contractor.
- 6.) Contractor did a good job.
- 7.) Contractor was easy to work with on projects.
- 8.) Contractor worked well with references personnel.
- 9.) References would recommend contractor for other projects.

E) BEGINNING DATE: Contractor will be able to begin work when Notice to Proceed is issued.

F) FINAL COMMENT:

- 1.) Contractor appears to understand the steps necessary for the paving improvements for Riverview Lane.
- 2.) Full time inspection of project is recommended.

G) RECOMMENDATION

From information ascertained from references, it appears Burkham Contracting Co. should be able to remove and replace the concrete paving.

Seagoville
RefBurkhamCouncil

RIVERVIEW LANE
PAVING IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
	50	Remove Existing Chain Link Fence	30. ⁰⁰	1500. ⁰⁰ ✓
		THIRTY Dollars		
		0 Cents		
		Per Linear Foot		
	30	Remove Existing Metal Guard Rail & Post	50. ⁰⁰	1500. ⁰⁰ ✓
		FIFTY Dollars		
		0 Cents		
		Per Linear Foot		
	138	Remove Existing Concrete Street Paving	65. ⁰⁰	8970. ⁰⁰ ✓
		SIXTY FIVE Dollars		
		0 Cents		
		Per Square Yard		
	30	Remove Existing Concrete Sidewalk	83. ⁰⁰	2490. ⁰⁰ ✓
		EIGHTY THREE Dollars		
		0 Cents		
		Per Square Yard		
	35	Sawcut Line	60. ⁰⁰	2100. ⁰⁰ ✓
		SIXTY Dollars		
		0 Cents		
		Per Linear Foot		
	1	Replace Chain Link Fence	4000. ⁰⁰	4000. ⁰⁰ ✓
		FOUR THOUSAND Dollars		
		0 Cents		
		Per Lump Sum		

RIVERVIEW LANE
PAVING IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
	1	Install Metal Guard Rail & Post	3700 ⁰⁰	3700 ⁰⁰ ✓
		THIRTY SEVEN HUNDRED Dollars		
		0 Cents		
		Per Lump Sum		
	130	8 inch - 3,000 PSI Reinforced Concrete Street Paving	116 ⁰⁰	15,080 ⁰⁰ ✓
		ONE HUNDRED SIXTEEN Dollars		
		0 Cents		
		Per Square Yard		
	1	8 foot Concrete Curb Inlet, Complete	5000 ⁰⁰	5000 ⁰⁰ ✓ 415 ⁰⁰
		FIVE THOUSAND Dollars		
		0 Cents		
		Per Lump Sum		
	20	6 inch Concrete Curb	100 ⁰⁰	2000 ⁰⁰ ✓
		ONE HUNDRED Dollars		
		0 Cents		
		Per Linear Foot		
	25	# 10 Chat Backfill	160 ⁰⁰	4000 ⁰⁰ ✓
		ONE HUNDRED SIXTY Dollars		
		0 Cents		
		Per Cubic Yard		
	25	Concrete Flowable Fill	200 ⁰⁰	5000 ⁰⁰ ✓
		TWO HUNDRED Dollars		
		0 Cents		
		Per Cubic Yard		

RIVERVIEW LANE
PAVING IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
	3.0	3,000 PSI Concrete Rip-Rap Repair FIFTEEN HUNDRED Dollars 0 Cents Per Cubic Yard	1500. ⁰⁰	4,500. ⁰⁰ ✓
	45	Hay Bales - Silt Protection THIRTY FIVE Dollars 0 Cents Per Linear Foot	35. ⁰⁰	1575. ⁰⁰ ✓
	1	Traffic Control FOUR THOUSAND Dollars 0 Cents Per Lump Sum	4000. ⁰⁰	4,000. ⁰⁰ ✓
	1	Bond and Insurance THREE THOUSAND Dollars 0 Cents Per Lump Sum	3000. ⁰⁰	3,000. ⁰⁰ ✓

TOTAL: \$ 68,415.⁰⁰ ✓
AM
9-28-76

Bid Opening for
Paving Improvements Project
(for Riverview Lane)

Bid Opening: September 27, 2016 @ 10:00 a.m. (Tuesday)

Bid Tabulation Sheet

Company	Time In	Bond	Bid
1. Axis Contracting, Inc.	9:33 a.m.	YES	\$133,170.00
2. Burkham Contracting	9:38 a.m.	YES	\$68,415.00
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Opened and announced by City Engineer Andy Martin with BSM Consulting Civil Engineers.

Other City Staff Present:

Public Works Director Phil DeChant

City Secretary Dara Crabtree

NOTICE TO CONTRACTORS

Sealed bids addressed to the Honorable Mayor and City Council of the City of Seagoville, Texas, will be received at the office of the City Secretary, at City Hall, 702 N. Highway 175, Seagoville, Texas, until 10:00 a.m., Local Time, September 27, 2016, and will be opened and read aloud in City Hall at that time. Bids will be tabulated and submitted to the City Council for approval on October 3, 2016. For furnishing all labor, materials, tools and equipment, and performing all work required for Concrete Paving Improvements along Riverview Lane and Oakbrook Lane.

BID: includes approximately; 125 Square Yards, Removal and Replacement Concrete Street Paving; Removal and Replacement of Concrete Sidewalk; Existing Chain Link Fence: Metal Guard Rail and Post; Flowable Fill; # 10 Chat Backfill; 8 Foot Curb Inlet; Erosion Control; Traffic Control; Bonds and Insurance; Performance and Maintenance Bonds; and all appurtenances for Concrete Removal and Replacement along Riverview Lane.

Proposal shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent of the total maximum bid price, payable without recourse to the City of Seagoville or a bid bond in the same amount from an acceptable surety company, as a guarantee that the bidder will enter into a contract and execute a performance bond and payment bond within ten days after the notice of award of contract to bidder.

The successful bidder must furnish a performance bond and a payment bond on the forms provided in the amount of 100 percent of the contract price from an approved surety company holding a permit from the State of Texas to act as surety or other sureties acceptable to the City and at completion of project provide a one year maintenance bond to the City.

The successful bidder must furnish references upon request, a financial statement upon request, and a certificate of General Liability Insurance, Workers Compensation Insurance and Owners Protective Liability Insurance, with the City of Seagoville and BSM Engineers Inc, named as additional insured, prior to a work order being issued.

Contractor to furnish lien release from all suppliers, subcontractors or any other person, firm or corporation having furnished labor, material or both in the performance of this contract.

The right is reserved, as the interest of the City may require, to reject any and all bids, to waive any informality in bids received, and to select bids best suited to the City's interest.

A maximum of 60 calendar days will be allowed for construction.

Plans, specifications, and bidding documents may be obtained from the City Secretary's Office at the City Hall, beginning at 10:00 a.m. on September 13, 2016, upon deposit of Ten Dollars (\$10.00) per set, which sum so deposited will not be returned, unless all bids are rejected by the City Council. A copy of Standard Specifications for Public Works Construction - North Central Texas COG Specification books, and amendments may be viewed at the City and may be purchased at NCTCOG in Arlington. A prebid conference will be held at City Hall on September 20, 2016, at 10:00 a.m.

CITY OF SEAGOVILLE, TEXAS

By: /s/Dennis K. Childress

Dennis K. Childress, Mayor

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Burkham Contracting Inc.
 Seagoville, TX United States

Certificate Number:
 2016-117295

Date Filed:
 09/28/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Seagoville

Date Acknowledged:

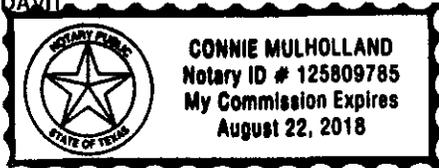
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

53-R-16(4C)
 concrete work

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Burkham, Jeff	Seagoville, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Jeff Burkham
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jeff Burkham, this the 28 day of Sept., 2016, to certify which, witness my hand and seal of office.

Connie Mulholland Connie Mulholland _____
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

Agenda Item 5C

Approval of a Resolution awarding a bid to Siddons-Martin Emergency Group for the purchase of a 2017 Pierce Arrow XT 100' Ladder Truck in the amount of Eight Hundred Ninety One Thousand Nine Hundred Thirty-Three Dollars (\$891,933.00); authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

BACKGROUND OF ISSUE:

The Seagoville Fire Department currently has a 2000 E-One Engine, a 2011 Pierce Engine, and a 2015 F550 Brush Truck. The Ladder Truck "Quint" will give the department the capabilities to safely obtain access to multiple structures in our city with the ability to utilize extinguishment measures from an aerial device; ventilation; full ground ladder compliment; evacuations; and water rescues. In addition, the Fire Department would gain in being able to put an aging engine into reserve status in the event that one of our apparatus was out of service for any reason.

The quote for the Ladder Truck was obtained through the HGACBuy Purchasing Cooperative and includes all equipment. As a friendly reminder, when purchasing through a purchasing cooperative, such as HGACBuy, all purchasing requirements have been satisfied without having to obtain three (3) competitive bids.

Staff recommends approval of this item, if the City Council should so desire.

FINANCIAL IMPACT:

**See Agenda Item 6C*

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 54-R-16

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AWARDED A BID TO SIDDONSON-MARTIN EMERGENCY GROUP FOR THE PURCHASE OF A 2017 PIERCE ARROW XT 100' LADDER TRUCK IN THE AMOUNT OF EIGHT HUNDRED NINETY ONE THOUSAND NINE HUNDRED THIRTY-THREE DOLLARS (\$891,933.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, currently the Seagoville Fire Department has a 2000 E-One Engine, a 2011 Pierce Engine, and a 2015 F550 Brush Truck; and

WHEREAS, the Ladder Truck "Quint" will provide the Fire Department the capabilities to safely obtain access to multiple structures in our City with the ability to utilize extinguishment measures from an aerial device; ventilation; full ground ladder compliment; evacuations; and water rescues; and

WHEREAS, the Fire Department would gain in being able to put an aging engine into reserve status in the event that one of our apparatus was out of service for any reason; and

WHEREAS, the City desires to protect the general health and safety of its citizens, as well as, the general public; and

WHEREAS, through HGACBuy Purchasing Cooperative Program, this item has been bid in accordance with all applicable bidding statutes and policies; and

WHEREAS, the City Council has determined Siddons-Martin Emergency Group met all bid specifications and is the lowest and most responsive bidders.

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

SECTION 1. The City Council awards a bid to Siddons-Martin Emergency Group in an amount of Eight Hundred Ninety-One Thousand Nine Hundred Thirty-Three Dollars (\$891,933.00) for the purchase of a 2017 Pierce Arrow XT 100' Ladder Truck with all the equipment, a copy of which is attached hereto and incorporated herein as Exhibit "A" and authorizes the City Manager to execute any and all necessary documents.

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

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

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 3rd day of October, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

Siddons-Martin Emergency Group

Protecting the Southwest

3500 Shelby Lane
Denton, Texas 76207
GDN P115891
TXDOT MVD No. A115890
EIN 27-4333590

August 22, 2016

Todd Gilcrease, Chief
Seagoville Fire Dept
1717 North Hwy 175
Seagoville TX 75159

Proposal for Arrow XT 100` HDL

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Seagoville Fire Dept. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB Seagoville Fire Dept and training on operation and use of the apparatus.

Description	Amount
300205-596 100` HDL Arrow XT Pierce, Arrow XT, Aerial, HA Ladder - 100, DD13 505, 500 gal Price guaranteed for 60 days. Delivery within 11.5-12.5 months of order date. A warranty term of 12 months is included.	
	Vehicle Price \$ 936,734.00
	Equipment \$ 2,840.00
Chassis Prepay Discount (\$ 10,870.00). \$ 362,345.00 due with order.	Prepay Discount (\$ 10,870.00)
Aerial Prepay Discount (\$ 4,726.00). \$ 239,727.00 due with order.	Prepay Discount (\$ 4,726.00)
Full Prepay Discount (\$ 34,045.00). Total amount due with order.	Prepay Discount (\$ 34,045.00)
	SUB TOTAL \$ 889,933.00
	H-GAC FS12-15 \$ 2,000.00
	TOTAL \$ 891,933.00

Additional. Terms for prepayment discounts are net 15 days from purchase order.

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

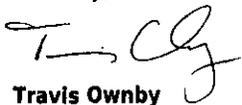
Cancellation. In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,



Travis Ownby
Siddons-Martin Emergency Group, LLC

I, _____, the authorized representative of Seagoville Fire Dept, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date



Agenda Item 6C

Approval of a Resolution authorizing Lease-Purchase Agreement and Lease Schedule of a 2017 Pierce Arrow XT 100' Ladder Truck with PNC Equipment Finance, LLC with a down payment of Seventy-Two Thousand Dollars (\$72,000.00) and the principal amount financed of Eight Hundred Nineteen Thousand Nine Hundred Thirty-Three Dollars (\$819,933.00); authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

BACKGROUND OF ISSUE:

As part of the approval of the FY 2017 Budget, Council approved the down payment for the financing of the 2017 Pierce Arrow XT 100' Ladder Truck with PNC Equipment Finance, LLC.

The proposed terms of the Lease-Purchase Agreement are as follows:

Total cost of Ladder Truck	\$ 936,734.00
Total of all discounts	\$ 49,641.00
Down payment due October 4, 2016	<u>\$ 72,000.00</u>
Total amount to finance	\$ 819,933.00
15 annual payments in the amount of (First annual payment to begin October 1, 2017)	\$ 67,054.04

The City Attorney has reviewed and approved all related documents to the financing of the Ladder Truck.

Staff recommends approval of this item, if the City Council should so desire.

FINANCIAL IMPACT:

Funds are budgeted for this expenditure in the FY17 budget.

- Pay schedule is listed above.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 55-R-16

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING LEASE-PURCHASE AGREEMENT AND LEASE SCHEDULE OF A 2017 PIERCE ARROW XT 100' LADDER TRUCK WITH PNC EQUIPMENT FINANCE, LLC WITH A DOWN PAYMENT OF SEVENTY-TWO THOUSAND DOLLARS (\$72,000.00) AND THE PRINCIPAL AMOUNT FINANCED OF EIGHT HUNDRED NINETEEN THOUSAND NINE HUNDRED THIRTY-THREE DOLLARS (\$819,933.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Municipality is a political subdivision of the State of Texas (the "State") in which Municipality is located and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, pursuant to applicable law, the governing body of the City of Seagoville ("City Council") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality; and

WHEREAS, the City Council hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality; and

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

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

SECTION 1. The City Manager is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the City Council and attached hereto and incorporated herein as Exhibit "A".

SECTION 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

SECTION 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

SECTION 4. The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the City Council as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

SECTION 5. As to each Lease, the Municipality reasonably anticipates to issue not more than \$10,000,000, if any, of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

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

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

NICHOLS, JACKSON, DILLARD, HAGER & SMITH, L.L.P.

Alexis G. Allen
E-mail: aallen@njdhs.com

Attorneys & Counselors at Law
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201
(214) 965-9900
Fax (214) 965-0010
E-mail NJDHS@NJDHS.com

ROBERT L. DILLARD, JR. (1913-2000)
H. LOUIS NICHOLS (1916-2010)

LAWRENCE W. JACKSON
ROBERT L. DILLARD, III
OF COUNSEL

September 26, 2016

PNC Equipment Finance, LLC
995 Dalton Avenue
Cincinnati, Ohio 45203

Re: Lease Schedule No. 200497000 dated October 7, 2016, together with its Master Lease-Purchase Agreement dated October 7, 2016, by and between the City of Seagoville, Texas, Lessee, and PNC Equipment Finance, Lessor.

To Whom It May Concern:

I have acted as counsel to Lessee with respect to the Lease Schedule, the Master Lease-Purchase Agreement and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of Texas (the "State") duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreements and all other documents related thereto have been duly authorized, approved, and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).

EXHIBIT "A"

TM 79581

5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization; approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.
6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

The foregoing opinions are limited to the laws of the State of Texas and federal laws of the United States.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,

NICHOLS, JACKSON, DILLARD,
HAGER & SMITH, LLP

By: 
Alexis G. Allen

AGA:gd

MASTER LEASE – PURCHASE AGREEMENT

Dated as of October 7, 2016

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between PNC Equipment Finance, LLC ("Lessor") and the Lessee identified below ("Lessee").

LESSEE: City of Seagoville

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. **CERTAIN DEFINITIONS.** All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means each Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. **LEASE TERM.** The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. RENT PAYMENTS.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Schedule A-1 attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Schedule A-1. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto unless Lessor otherwise agrees to pay such costs as stated in the Schedule.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Schedule A-1; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease, (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body, duly authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it intends to make Rent Payments for the full Lease Term as scheduled on the applicable Schedule A-1 so long as funds are appropriated in each fiscal year by its governing body. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available therefor. Lessor agrees that the Leases will not be general obligations of Lessee and that the Leases shall not constitute pledges of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not available for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. NO WARRANTY BY LESSOR. The Equipment is sold "AS IS". LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT. LESSOR DOES NOT REPRESENT THE MANUFACTURER, OWNER, OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR

DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT OR THIS MASTER LEASE – LEASE PURCHASE AGREEMENT. NEITHER THE MANUFACTURER, THE DEALER, NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE DEALER OR MANUFACTURER, IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1 Upon Lessee's acceptance of any Equipment under its Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. PERSONAL PROPERTY. All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION. Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION. Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a bill of sale covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease; or (b) on the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) The Total Amount Financed as set forth on the Schedule A-1 does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof.

Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. PURCHASE OPTION. Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES. With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. TAX COVENANTS. Lessee hereby covenants and agrees that:

(a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, keeping a complete and accurate record of any assignments of any Lease and executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor;

(b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and

(c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

(d) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of

any Rent Payment under a Tax-Exempt Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Tax-Exempt Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Tax-Exempt Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event with respect to a Tax-Exempt Lease, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Tax-Exempt Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOURMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Leases; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to an Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. **EVENTS OF DEFAULT.** For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its

assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. REMEDIES. If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the default occurs together with interest on such amounts at the highest lawful rate from the date of Lessor's demand for such payment.

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that the net proceeds of any such disposition shall be applied to amounts payable by Lessee under clause (a) above of this Section only to the extent that such net proceeds exceed the applicable Termination Value set forth in the applicable Schedule A-1;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessors notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING. Each Lease shall be governed by the laws of the state of the lessee (The "State").

23. NOTICES. All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

24. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY. Within thirty (30) days of their completion in each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee. To the extent permitted by law, Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment, any wrongful act or omission of Lessee, or its employees and agents, or (c) any claims of alleged breach by Lessee of this Master Lease or any related document. "Claims" means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment, to sign Lessee's name with the same force and effect as if signed by Lessee, and to file same at the proper location(s); and make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

25. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE.

Lessee represents and warrants to Lessor, as of the date of this Master Lease, the date of each advance of proceeds pursuant to this Master Lease, the date of any renewal, extension or modification of this Master Lease or any Lease, and at all times until this Master Lease and each Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including

but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

26. USA PATRIOT ACT NOTICE.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

27. SECTION HEADINGS. All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

28. EXECUTION IN COUNTERPARTS. Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. Only one counterpart of each Schedule shall be marked "Lessor's Original" and all other counterparts shall be deemed duplicates. An assignment of or security interest in any Schedule may be created through transfer and possession only of the counterpart marked "Lessor's Original."

29. ENTIRE AGREEMENT; WRITTEN AMENDMENTS. Each Lease, together with the exhibits attached thereto and made a part hereof and other attachments thereto, and other documents or instruments executed by Lessee and Lessor in connection therewith, constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

30. HEAVY-DUTY VEHICLE GREENHOUSE GAS EMISSION REDUCTION REGULATION.

(a) If the equipment leased pursuant to the Lease is a tractor, the Lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA SmartWay Certified Tractor.

(b) If the equipment leased pursuant to the Lease is a trailer, the Lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low-rolling-resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency SmartWay Verified Technologies prior to current or future use in California.

(c) Notwithstanding anything in the Lease to the contrary, the Lease does not prohibit the Lessee from modifying the trailer, at Lessee's cost, to be compliant with the requirements of the California Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation.

31. IMPORTANT INFORMATION ABOUT PHONE CALLS. By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges

may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

City of Seagoville
("Lessee")

PNC Equipment Finance, LLC ("Lessor")

By: _____

By: _____

Title: _____

Title _____

702 N. Hwy 175
Seagoville, TX 75159

155 East Broad Street, B4-B230-05-7
Columbus, OH 43215

TEXAS LEASE SCHEDULE ADDENDUM

Dated As Of October 7, 2016

Lease Schedule No. 200497000 dated October 7, 2016

Lessee: City of Seagoville

Reference is made to the above Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in the Schedule by and between PNC Equipment Finance, LLC ("Lessor") and the above lessee ("Lessee"). As used herein, "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Addendum amends and modifies the terms and conditions of the Lease and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, solely for purposes of the Lease, Lessor and Lessee hereby agree as follows:

1. NON-APPROPRIATION AND NON-SUBSTITUTION AMENDMENTS. All of subsections 6.1 and 6.2 of the Master Lease are deleted and replaced with the following:

"6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

"6.1 For the Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule if funds are appropriated for the Rent Payments in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available therefor. Lessor agrees that the Lease will not be a general obligation of Lessee and the Lease shall not constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

"6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under the Lease and if other funds are not legally available for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the Lease, at Lessee's sole expense, in accordance with Section 21 hereof (provided, that if under applicable State law Lessee's obligation to pay the expenses of returning the Equipment would render the Lease void or unenforceable under State law, then Lessee shall not be obligated to pay the expenses of returning the Equipment under section 21 hereof, but Lessee shall be required to cooperate with Lessor in Lessor's taking possession of the Equipment); and (c) the Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the Lease for which funds shall have been appropriated or are otherwise legally available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under the Lease."

2. DECLARATION OF PERSONAL PROPERTY FINANCING.

(a) **LESSEE AND LESSOR EXPRESSLY DECLARE AND AGREE THAT THE EQUIPMENT SHALL CONSTITUTE PERSONAL PROPERTY AND THAT THE EQUIPMENT SHALL NOT BE DEEMED, OR IDENTIFIED AS, ANY OF THE FOLLOWING: REAL PROPERTY; AN IMPROVEMENT ON ANY REAL PROPERTY; A PERMANENT BUILDING OR STRUCTURE ON ANY REAL PROPERTY; OR A FIXTURE ON ANY REAL PROPERTY.**

(b) Lessee represents and warrants to Lessor that the Equipment is personal property and that the Equipment is not any of the following: real property; an improvement on any real property; a permanent building or structure on any real property; or a fixture on any real property. Upon Lessor's written request, Lessee shall furnish to Lessor a certificate executed by an independent engineer or architect who is reasonably satisfactory to Lessor wherein said engineer or architect certifies that the Equipment is relocatable or transportable and will remain personal property.

(c) Without limiting the generality of the representations in the Master Lease as it applies to the Lease, Lessee represents and warrants to Lessor that the Lease complies with all applicable provisions of the laws of the State of Texas, including, without limitation, all applicable public finance laws of the State of Texas.

3. **NO SALE OF FRACTIONAL INTERESTS IN THE LEASE.** Lessor agrees that: (a) unless otherwise agreed by Lessee in writing, Lessor will not create or sell fractional interests in the Lease or participation interests in the Lease; (b) if Lessor sells or assigns its rights in the Lease, then, unless otherwise agreed by Lessee in writing, such sale or assignment shall be of an undivided interest in all of Lessor's right, title and interest in the Lease to a single purchaser or assignee; and (c) if Lessee consents to the creation or sale of any fractional interests in the Lease or any participation interests in the Lease, Lessor agrees that such transaction shall comply with applicable State and federal law.

4. **GENERAL.** Except as expressly amended by this Addendum and other modifications signed by Lessor, the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

City of Seagoville
(Lessee)

PNC Equipment Finance, LLC
(Lessor)

By: _____

By: _____

Title: _____

Title: _____



FINANCIAL SOLUTIONS



Tax Exempt Lease Purchase

9/16/2016

SALES ORGANIZATION: **Siddons-Martin – Scott Beckwith**
 LESSEE: **Seagoville FD**
 TYPE OF EQUIPMENT: **(1) Pierce Arrow XT 100' HDL Ladder**
 EQUIPMENT COST: **\$936,734.00**
 CUSTOMER DOWNPAYMENT: **\$72,000.00 (due at contract signing)**
 AMOUNT TO FINANCE: **\$819,933.00 (includes all available discounts)**
 DELIVERY TIME: **Standard delivery**
 PAYMENT MODE: **Annual In Arrears**
 FIRST PAYMENT DUE DATE: **1 Year After Lease Commencement**
 LEASE COMMENCEMENT DATE: **Upon contract signing with Pierce**

Contact information:
 Michele Zitko
 Locator: B4-B230-05-07
 155 East Broad St
 Columbus, OH 43215
 Ph: (800) 820-9041 ext. 2
 Fax: (800) 678-0602
 michele.zitko@pnc.com

Term	15 years
Number of Payments	15 Annual
Payment Amount	\$67,054.04
Rate	2.67%

NOTE: All lease documents must be fully executed within 14 days of the date of this proposal. Failure to receive completed documents may alter the final payment schedule due to changes in rates and/or discounts.

PERFORMANCE BOND: To utilize the prepay program, a performance bond is required. Said performance bond shall be paid for directly to Pierce Manufacturing or financed by PNC Equipment Finance as part of the transaction

ESCROW FUNDING OPTION: At lease closing, if all of the equipment has not yet been delivered, Lessor will fund an escrow account from which disbursements will be made to the equipment provider(s) upon receipt of a Requisition Request and Certificate of Acceptance from Lessee. Escrow agent will either be Lessor or third-party provider selected by Lessor and approved by Lessee. All escrow earnings will be for the benefit of Lessee. The escrow agent will assess a \$250.00 account set up fee payable at closing.

TYPE OF FINANCING: Tax-exempt Lease Purchase Agreement with a \$1.00 buy out option at end of lease term. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes.

BANK QUALIFICATION: This proposal assumes that the lessee will not be issuing more than \$10 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.

LEGAL TITLE: Legal title to the equipment during the lease term shall vest in the lessee, with PNC Equipment Finance perfecting a first security interest

AUTHORIZED SIGNORS: The lessee's governing board shall provide PNC Equipment Finance with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION: The lessee's counsel shall furnish PNC Equipment Finance with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to PNC Equipment Finance.

VOLUNTEER FIRE DEPARTMENTS: If Lessee is a Volunteer Fire Department, a public hearing under the requirements of Section 147(f) of the Internal Revenue Code of 1986 shall be conducted to authorize this transaction. It is recommended that a notice of the public hearing be published 10 to 14 days in advance of the public hearing.

This proposal will be valid for fourteen (14) days from the above date and is subject to final credit approval by PNC Equipment Finance and approval of the lease documents in PNC Equipment Finance's sole discretion. To render a credit decision, lessee shall provide PNC Equipment Finance with their most recent two years' audited financial statements, copy of their most recent interim financial statement, and current budget.

Accepted by: _____ Proposal submitted by Michele Zitko

LEASE SCHEDULE NO. 200497000

Dated As Of October 7, 2016

This Lease Schedule (this "Schedule") is attached and made a part of the Master Lease-Purchase Agreement referenced below, together with all exhibits, schedules, addenda, and other attachments thereto, executed by Lessee and Lessor (the "Lease"). Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference. To the extent that there is any conflict between the terms of the Lease and this Schedule, the terms of this Schedule shall control.

Master Lease-Purchase Agreement dated October 7, 2016

1. **EQUIPMENT DESCRIPTION.** As used in the Lease, "Equipment" means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. **RENTAL PAYMENTS; LEASE TERM.** The Rental Payments to be paid by the Lessee to Lessor, the commencement date thereof and the lease term of this Lease Schedule are set forth on the Schedule A-1 attached to this Lease Schedule.
3. **ESSENTIAL USE; CURRENT INTENT OF LESSEE.** Lessee represents that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and (if applicable) to make Rent Payments if funds are appropriated in each fiscal year by its governing body.
4. **ACCEPTANCE OF EQUIPMENT. AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (A) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.**
5. **BANK QUALIFIED.** LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.
6. **RE-AFFIRMATION OF THE MASTER LEASE-PURCHASE AGREEMENT.** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease Purchase Agreement (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Section 6.1 and 16 thereof).

City of Seagoville
("Lessee")

PNC Equipment Finance, LLC ("Lessor")

By: _____

By: _____

Title: _____

Title: _____

Schedule A-1

1. EQUIPMENT LOCATION & DESCRIPTION:

City of Seagoville

1717 N. Hwy 175
Seagoville, TX 75159

Dallas County

2017 Pierce Arrow XT 100' Ladder

VIN #

2. LEASE PAYMENT SCHEDULE.

(a) Accrual Date:	<u>October 7, 2016</u>
(b) Amount Financed:	
i. Equipment Purchase Price	<u>\$936,734.00</u>
ii. Purchase Price Deduction	\$0.00
Prepay Discounts	<u>\$44,801.00</u>
Trade In	\$0.00
iii. Total Amount Financed (Cash Sale Price minus Purchase Price Deductions)	<u>\$891,933.00</u>

(c) Payment Schedule:

Accrual Date: October 7, 2016

Rent Payment Number	Rent Payment Date	Rent Payment Amount	Interest Portion	Principal Portion	Termination Value
1	10/7/2016	72,000.00	0.00	72,000.00	819,933.00
2	10/7/2017	67,054.04	21,892.21	45,161.83	798,014.31
3	10/7/2018	67,054.04	20,686.39	46,367.65	750,255.63
4	10/7/2019	67,054.04	19,448.37	47,605.67	701,221.79
5	10/7/2020	67,054.04	18,177.30	48,876.74	650,878.74
6	10/7/2021	67,054.04	16,872.29	50,181.75	599,191.54
7	10/7/2022	67,054.04	15,532.44	51,521.60	546,124.29
8	10/7/2023	67,054.04	14,156.81	52,897.23	491,640.15
9	10/7/2024	67,054.04	12,744.46	54,309.58	435,701.28
10	10/7/2025	67,054.04	11,294.39	55,759.65	378,268.84
11	10/7/2026	67,054.04	9,805.61	57,248.43	319,302.96
12	10/7/2027	67,054.04	8,277.08	58,776.96	258,762.69
13	10/7/2028	67,054.04	6,707.73	60,346.31	196,605.99
14	10/7/2029	67,054.04	5,096.48	61,957.56	132,789.70
15	10/7/2030	67,054.04	3,442.22	63,611.82	67,269.53
16	10/7/2031	67,054.04	1,743.82	65,310.22	1.00

City of Seagoville
("Lessee")

By: _____

Title: _____

PNC Equipment Finance, LLC
("Lessor")

By: _____

Title: _____

155 E. Broad St., B4-B230-05-7,
Columbus, Ohio 43215 • Telephone (800) 811-4796

Please Retain for Future Reference

Page No. 1

INVOICE # 10072016

INVOICE DATE
9/22/2016

DUE DATE
10/7/2016

Bill To:

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

Remit To:

PNC Equipment Finance, LLC
155 E. Broad St., B4-B230-05-7
Columbus, OH 43215

INVOICE

Lease No. 200497000

Initial Charges:

Advanced Payment

\$72,000.00

PAY THIS AMOUNT

\$72,000.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. PNC Equipment Finance, LLC Columbus , OH United States	Certificate Number: 2016-115641
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Seagoville	Date Filed: 09/23/2016
Date Acknowledged:	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

200497000
Financing 2017 Pierce Arrow XT 100' Ladder Truck

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Rodgers Cheshire - Director, Marjorie	Pittsburgh , PA United States	X	
Chellgren - Director , Paul	Pittsburgh , PA United States	X	
Bunch- Director , Charles	Pittsburgh , PA United States	X	
Bradshaw employee, Brian	Columbus , OH United States		X
Kennedy employee, Cheryl	Columbus , OH United States		X
Zitko - employee, Michele	Columbus , OH United States		X
Barnhart (legal), Thomas	Cincinnati, OH United States		X
Slusarczyk - employee, Sandra	Cincinnati , OH United States		X
Doughty - employee, Rich	Pittsburgh , PA United States		X
Schafer - employee, Doug	Cincinnati , OH United States		X
PNC BANK, NA ,	Pittsburgh , PA United States	X	
Wasson- Director, Gregory	Pittsburgh , PA United States	X	
Ward - Director , Michael	Pittsburgh , PA United States	X	
Usher- Director, Thomas	Pittsburgh , PA United States	X	
Strigl- Director, Dennis	Pittsburgh , PA United States	X	
Steffes - Director, Lorene	Pittsburgh , PA United States	X	
Shepard - Director, Donald	Pittsburgh , PA United States	X	
Pepper - Director, Jane	Pittsburgh , PA United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties,
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-115641

Date Filed:
09/23/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

PNC Equipment Finance, LLC
Columbus , OH United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Seagoville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

200497000
Financing 2017 Pierce Arrow XT 100' Ladder Truck

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Massaro- Director, Anthony	Pittsburgh , PA United States	X	
Kelson - Director, Richard	Pittsburgh , PA United States	X	
Coles James - Director, Kay	Pittsburgh , PA United States	X	
Hessee - Director , Danlel	Pittsburgh , PA United States	X	
Feldstein - Director , Andrew	Pittsburgh , PA United States	X	
Demchak- Director, Willaim	Pittsburgh , PA United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY SEAL ABOVE

Brian Bradshaw
Commercial Transaction
Coordinator
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Brian Bradshaw, this the 23 day of Sept., 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

Agenda Item 7

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 8

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 9

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 10 and 11

ITEM 10.

Recess into Executive Session in compliance with Texas Government Code Section 551.074, Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Municipal Court Judge(s).

ITEM 11.

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

Agenda Item 12

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