



**SEAGOVILLE, TEXAS  
CITY COUNCIL MEETING AGENDA  
MONDAY, MAY 17, 2021**

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

**WORK SESSION – 6:30 P.M.**

**Call to Order**

- A. Discuss regular session agenda items**
- B. Receive Storm Water Permit update presentation from Tim Lackey with Half Associates Inc.**

**Adjourn**

**REGULAR SESSION - 7:00 P.M.**

**ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Proclamation – Officer Memorial Week**

**Mayor’s Report**

**Citizens Public Comment Period-** *This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. Council may not discuss these items but may respond with factual data or policy information, or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.*

**CONSENT AGENDA-** The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

- 1. Consider approving City Council Meeting minutes for May 3, 2021 (City Secretary)**

**REGULAR AGENDA-**

**2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, canvassing and declaring the results of the May 1, 2021 General Election for Mayor and Council Members for Place 2 and Place 4; and providing for an effective date (City Secretary)**

**Discutir y considerar la aprobación de una Resolución del Concejo Municipal de la Ciudad de Seagoville, Texas, que realiza el escrutinio y declaración los resultados de las Elecciones Generales del 1 de Mayo de 2021 para miembros del Alcalde y Miembros del Concejo para los Lugares 2 y 4; y proporcionando una fecha de vigencia**

**3. Administer Oath of Office to newly elected Councilmembers (City Secretary)**

**4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, ordering a Runoff Election to be held on June 5, 2021, for the purpose of electing the City Councilmember for Place no. 4; designating location of polling place; ordering notices of election to be given as prescribed by law in connection with such election; and providing an effective date (City Secretary)**

**Discutir y considerar la aprobación de una Resolución del Concejo Municipal de la ciudad de Seagoville, Texas, que ordena una Elección de desempate que se llevara a cabo el 5 de Junio de 2021, con el proposito de elegir al Concejal de la ciudad para el lugar no. 4; designando la ubicación del lugar de votación; ordenar que se entreguen avisos de elección según lo prescrito por la ley en relación con dicha elección; y proporcionar una fecha de vigencia**

**5. Conduct interviews with Boards & Commissions Applicants for appointment and reappointments (City Secretary)**

**6. Receive a presentation of City of Seagoville's Second Quarter Financial Report for Fiscal Year 2021 (Finance Director)**

**7. Receive presentation on the concept plan, renderings and/or budget for the design build of the new Police facility from Alan LaFon with Halff Associates (Halff Associates)**

**8. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Ordinance 14-2020 which adopted the Operating Budget for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021 by (1) transferring \$152,000 from the General Operating Fund to Fund 64 Police Station Capital Project Fund, (2) transferring \$348,000 from Debt Service Fund to Fund 64 Police Station Capital Project Fund; and (3) transferring \$5,150,000 from Bond Proceeds Fiscal Year 2021 Police HQ Fund to Fund 64 Police Station Capital Project Fund; authorizing the City Manager to make said adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date (Finance Director)**

**9. Discuss and consider authorizing the City Manager to direct Halff Associates to proceed with completion of design-build bid documents and bid package for New Police Department facility and issuance of Request for Proposal related thereto (Police Chief)**

**10. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving and authorizing the City Manager to sign the Dallas County New Directions in Public Safety Grant Interlocal Agreement and the Diversity Training Addendum thereto, said Agreement and Addendum to be in substantially the form of that attached hereto as Exhibits "A" and "B", respectively; authorizing acceptance of the grant funds provided thereunder; providing for the repeal of any and all Resolutions in conflict; and providing an effective date (City Manager)**

**11. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Pre-Development and Professional Services Reimbursement Agreement by and between the City of Seagoville, Texas, and Meritage Homes of Texas, LLC, an Arizona Limited Liability Company; and providing for an effective date (City Attorney)**

**12. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of the Public Improvement District Administration Services Agreement by and between the City of Seagoville and P3Works, LLC to provide consultant services for the Stonehaven Public Improvement District in the City of Seagoville, Dallas County, Texas, described therein as provided in Exhibit 'A' attached hereto and incorporated herein; authorizing the City Manager to execute the agreement and any other necessary documents; and, providing for an effective date (City Attorney)**

**13. Discuss and direct Staff concerning an increase in speed limit on Seagoville Road between U.S. Highway 175 Frontage Road and Myers (Community Development Director)**

**14. Discuss no parking signs to be located at or near Hall and Shadybrook (Councilmember Hernandez)**

**15. Discuss and consider approving an Ordinance of the City of Seagoville, Texas amending the Code of Ordinances by amending Chapter 17 "Traffic", Article 17.04 "Parking, Stopping or Standing", Division 2. Parking Regulations on Specific Streets", by adding a new section 17.04.068 to provide for no parking on the north and south sides of the eastbound south U.S. Highway 175 Service Road, beginning approximately 835 feet from its point of intersection with Malloy Bridge Road and extending eastward for a distance of approximately 786 feet to Water Street; authorizing the City Manager or his designee to cause the appropriate signage to be erected; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense; and providing an effective date (Director of Administrative Services)**

**16. Discuss and consider approving an Ordinance of the City of Seagoville, Texas amending the Code of Ordinances by amending Chapter 17 “Traffic”, Article 17.04 “Parking, Stopping or Standing”, Division 2. Parking Regulations on Specific Streets”, by adding a new section 17.04.069 to provide for no parking on either side of Water Street beginning at its point of intersection with the south U.S. Highway 175 Service Road and extending south/southeast along Water Street for a distance of approximately 435 feet; authorizing the City Manager or his designee to cause the appropriate signage to be erected; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense; and providing an effective date (Director of Administrative Services)**

**17. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances, Chapter 21, Building Regulations, Article 21.08, Fences, by amending Section 21.08.003(a)(11) to reduce the size of lot required for Pipe Rail Fencing from five (5) acres or more to one (1) acre or more; providing for the repeal of all Ordinances in conflict; providing a severability clause; providing a penalty of fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense; and providing an effective date (Director of Administrative Services)**

**18. Discuss and consider approving an Ordinance of the City of Seagoville, Texas providing for "All Way Stop" signs to be installed at the intersection of Alto Road and Wooley Way; authorizing the City Manager or designee to cause the appropriate signage to be erected; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense; and providing an effective date (Director of Administrative Services)**

**19. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances of the City of Seagoville by amending Chapter 17, Traffic, Article 17.03, Operation of Vehicles, Division 3, Speed Limits, Section 17.03.086, “School Zones”, at its Subsection (b) by establishing and designating the following school zones (1)A School Zone on Alto Road, from Seagoville Road to Wooley Way; (2) a School Zone on Travers Trail, the entire distance between Seagoville Road and Wooley Way; and (3) a School Zone on Wooley Way from its point of intersection with Travers Trail to its point of intersection with Alto Road; authorizing the City Manager or his designee to erect the appropriate signage; providing a repealing clause; providing a penalty of fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense; and providing an effective date (Director of Administrative Services)**

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

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

**22. Recess into Executive Session**

**Council will recess into Executive Session in compliance with Texas Government Code:**

**A. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Assistant City Manager**

**B. § 551.076 – Deliberation Regarding Security Devices or Security Audits to deliberate the deployment or specific occasions for implementation of security personnel or devices or a security audit, specifically including City cyber-security**

**23. Reconvene Into Regular Session**

**Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.**

**A. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Assistant City Manager**

**B. § 551.076 – Deliberation Regarding Security Devices or Security Audits to deliberate the deployment or specific occasions for implementation of security personnel or devices or a security audit, specifically including City cyber-security**

**Adjourn**

Posted Friday, May 14, 2021 by 5:00 P.M.

  
Kandi Jackson, City Secretary



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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, June 7, 2021 Regular City Council Meeting**
- **Monday, 21, 2021 Regular City Council Meeting**

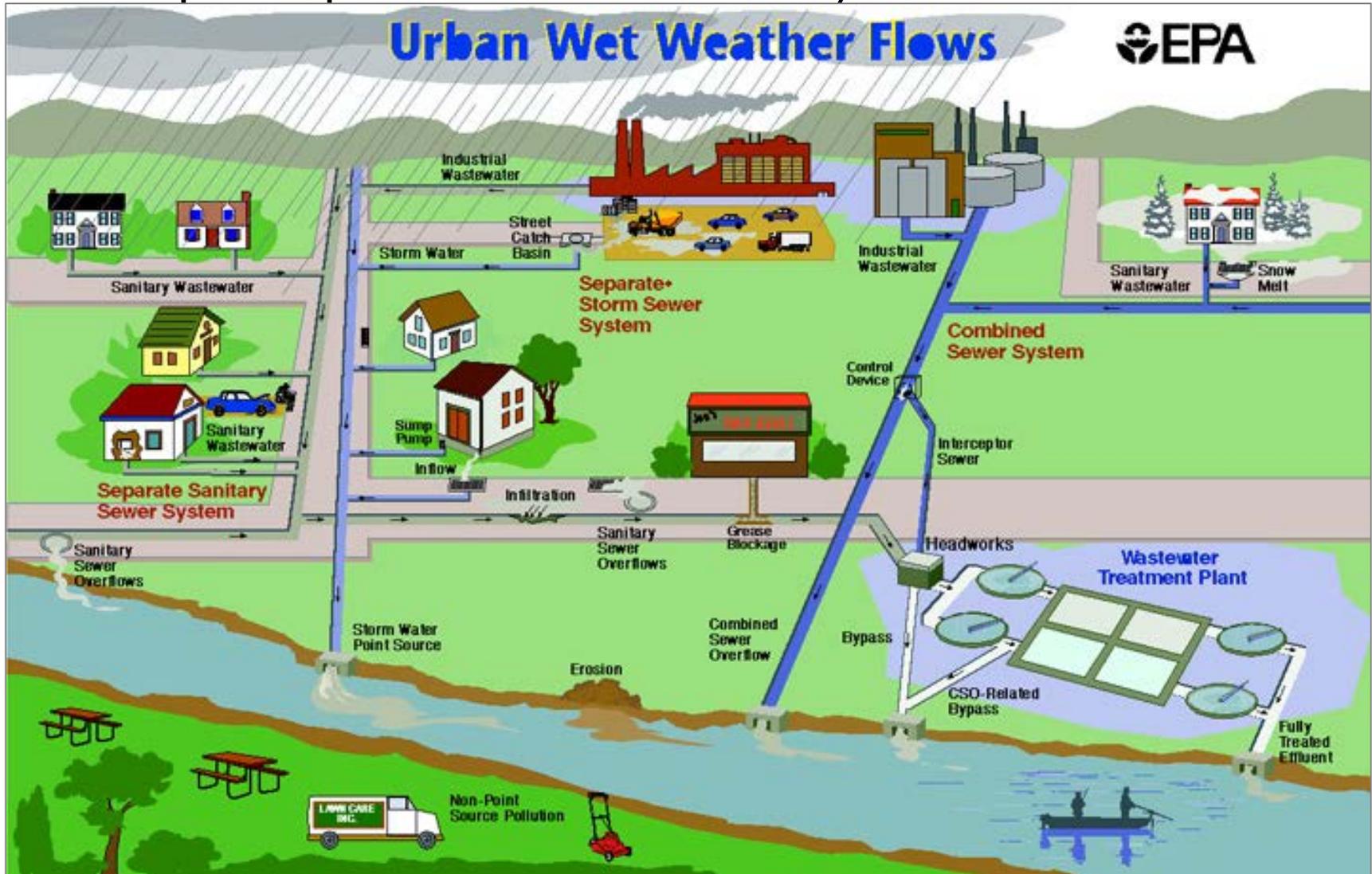
# TCEQ MS4 Phase II Permit Update

Seagoville City Council Meeting

May 17, 2021

# What is a MS4?

## Municipal Separate Storm Sewer Systems



# Originating Regulation

- 1948 – Federal Water Pollution Control Act
- 1972 – Amended and became known as “Clean Water Act”
- 1998 National Pollutant Discharge Elimination System (NPEDES) Phase II Permitting
- 1998 Texas Pollutant Discharge Elimination System (TPDES)
- 2016 EPA issues Small MS4 Remand Rule

# MS4 Permits

## Medium and Large MS4 (Phase I)

- First published in November 1990
- Population larger than 100,000 based on the 2010 census
- Requires Individual Permits

## Small MS4 (Phase II)

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

# Small MS4 Permit – Basic Requirements

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

Texas Pollutant Discharge Elimination System  
Stormwater Phase II MS4 General Permit



City of Seagoville, Texas  
Stormwater Management Program

Prepared By:  
 **HALFF**  
12225 Greenville Avenue Suite 200  
Dallas, Texas 75243  
Firm Registration No. F-312

July 2020  
AVO 35152/37391

# Minimum Control Measures (MCMs)

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

# Significant Changes in Revised Permit

- Added that SWMP updates that are considered major permit modifications require public notice and an opportunity for a public meeting (equivalent to a “public hearing” as required by 40 CFR §122.28(d)(2)(ii)). (Part II.E.6 in the permit)
- Added a requirement that by December 21, 2020, permittees must submit applications and annual reports online using the electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver. (Part II.E and Part VI.B.2 in the permit)
- Added a requirement that permittees must conduct an annual review of its SWMP in conjunction with preparation of the annual report. (Part II.E.4 in the permit)

# Significant Changes in Revised Permit

- Added language under MCM 1. Public Education, Outreach, and Involvement that the permittee is required to post its SWMP and annual report on its website, if the MS4 has a website. (Part III.B.1 in the permit)
- Added a requirement that analytical results must be obtained from a National Environmental Laboratory Accreditation Program (NELAP) accredited laboratory according to state rules listed in 30 TAC Chapter 25. (Part VI.E in the permit)
- Most Recent Updates:
  - Quantified number of meetings required for BMP's goals.
  - Added Tern Least (*Sterna Antillarum*) as an endangered species in vicinity of the Trinity River.
  - Added language from SWPPP to coincide with the 2 year warranty bonds for new construction.

# Status and Schedule

- July 23, 2019, Notice of Intent submitted to TCEQ,-Five Year Program.
- December 30, 2020 – SWMP and MS4 Annual Report submitted to TCEQ.
- Quarterly staff meeting held on March 10, 2021, and May 4, 2021, were completed.
- Quarterly staff meeting scheduled in September and December to complete fiscal year.
- TCEQ Inspection held February 10, 2021.
- Year 2 Annual Report due to TCEQ by December 21, 2021, electronically, (Approximately 90 Days from Fiscal End of Year)
- New permit expires December 2024

# QUESTIONS?

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## *Proclamation*

**WHEREAS,** *in every American community, law enforcement officers are committed to the preservation of life and property, risking their lives to protect us from all who would mock the law, providing protection, law and order and serving the cause of justice; and*

**WHEREAS,** *law enforcement officers, including members of **the City of Seagoville**, accept a profound responsibility and work to uphold our laws, safeguard our rights and freedoms, and serve on the front lines in the fight against crime and terrorism; and*

**WHEREAS,** *we honor the heroism of all law enforcement officers, especially those who have given their lives so that others might live, asking God's blessing for the families and friends they left behind; and*

**WHEREAS,** *by Joint Resolution approved October 1, 1962, as amended, Congress authorized and President Kennedy proclaimed May 15<sup>th</sup> of each year "**Peace Officers Memorial Day**" in honor of the Federal, State and municipal officers who have been killed or disabled in the line of duty, further designating the calendar week wherein May 15<sup>th</sup> falls as "**Police Week**," and has directed flags be flown at half-staff on "**Peace Officers Memorial Day**", under Public Law 103-322, as amended, and*

**WHEREAS,** *across the nation, **Police Week** is observed with ceremonies, including the hanging of a blue bow or ribbon to honor law enforcement officers who have sacrificed their lives in the line of duty and to honor those who still strive to keep us safe; and*

**WHEREAS,** *I encourage all citizens to express their deep appreciation to the men and women who risk their lives to guard and protect us;*

**NOW, THEREFORE, I, DENNIS K CHILDRESS, Mayor of the City of Seagoville, Texas do hereby proclaim **Saturday, May 15, 2021** as:**

### **"PEACE OFFICERS MEMORIAL DAY"**

and ask the citizens of Seagoville and those with us today to join us as we

### **"HONOR THE STANDING AND THE FALLEN"**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Seagoville, Texas to be affixed this 17<sup>th</sup> day of May, 2021.

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Dennis K. Childress Mayor, City of Seagoville

## *Consent Session Agenda Item: 1*

**Meeting Date:** May 17, 2021

**ITEM DESCRIPTION:**

Consider approving City Council Meeting minutes for May 3, 2021.

**BACKGROUND OF ISSUE:**

Approve City Council Meeting minutes for May 3, 2021.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

May 3, 2021 Work Session Meeting Minutes  
May 3, 2021 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL  
WORK SESSION  
MAY 3, 2021**

**The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, May 3, 2021, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:**

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

The following staff members were also present: Police Captain Steve Davis, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**A. Discuss Regular Session Agenda Items**

**1. Consider approving City Council Meeting minutes for April 19, 2021. (City Secretary)**

*No questions.*

**2. Discuss and consider approving a Resolution of the City of Seagoville, Texas finding that ONCOR Electric Delivery Company LLC'S Application for approval to amend its distribution cost recovery factor to increase distribution rates within the City should be denied; authorizing participation with OCSC; authorizing the hiring of legal counsel and consulting services; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel (Director of Administrative Services)**

*No questions.*

**3. Discuss and consider granting approval to the Seagoville Chamber of Commerce to conduct the annual Seagofest Event including but not limited to concerts, carnival rides, vendors, and the parade to be held September 30, 2021 through October 3, 2021 (Chamber of Commerce)**

*Managing Director of the Seagoville Chamber of Commerce, Ritha Edwards stated the Chamber would like permission from the Council to plan the annual Seagofest Event including but not limited to concerts, carnival rides, vendors, a parade, a 5k run, and a blood drive. She also stated should CoVID numbers begin to increase they would scale back on the activities as needed.*

**4. Discuss and consider providing staff direction concerning the provisions set forth in Section 21.08.003 relative to pipe rail fencing (Councilmember Hernandez)**

*Director of Administrative Services Brown stated the requirements for pipe rail fencing are five (5) acres and Agricultural (AG) zoning.*

*In response to a question by Councilmember Fruin, Director of Administrative Services Brown stated the requirements are outlined in an Ordinance and Council can have that changed by amending the Ordinance.*

**5. Discuss and consider providing staff direction regarding speed limits, school zones and traffic control devices for Alto Road, Wooley Way, and Travers Trail (Director of Administrative Services)**

*Director of Administrative Services Brown stated a citizen was concerned about the speed limits, school zones and traffic control devices for Alto Road, Wooley Way, and Travers Trail. After careful research, Staff found a posted speed limit of twenty (20) miles per hour which was not designated a school zone.*

**6. Discuss and provide staff with direction concerning designating no parking zones at or near South Highway 175 Service Road and Water Street (Councilmember Fruin)**

*Councilmember Fruin expressed his concerns about the parking at or near South Highway 175 Service Road and Water Street. He also provided pictures and a diagram for clarification.*

**Adjourned**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL  
REGULAR SESSION  
MAY 3, 2021**

**The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:05 p.m. on Monday, May 3, 2021, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:**

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

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

**Invocation** – *Invocation was led by Councilmember Magill.*

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

**Proclamation – Motorcycle Awareness** – *Mayor Childress presented the Motorcycle Awareness Proclamation.*

**Mayor’s Report** –

**Citizens Public Comment Period-** *This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. Council may not discuss these items but may respond with factual data or policy information, or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.*  
*None.*

**CONSENT AGENDA-** The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

- 1. Consider approving City Council Meeting minutes for April 19, 2021. (City Secretary)**

**2. Discuss and consider approving a Resolution of the City of Seagoville, Texas finding that ONCOR Electric Delivery Company LLC’S Application for approval to amend its distribution cost recovery factor to increase distribution rates within the City should be denied; authorizing participation with OCSC; authorizing the hiring of legal counsel and consulting services; finding that the City’s reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel (Director of Administrative Services)**

*Motion to approve the Consent Agenda as read – Magill, seconded by Howard; motion passed with all ayes – 5/0*

**REGULAR AGENDA-**

**3. Discuss and consider granting approval to the Seagoville Chamber of Commerce to conduct the annual Seagofest Event including but not limited to concerts, carnival rides, vendors, and the parade to be held September 30, 2021 through October 3, 2021 (Chamber of Commerce)**

*Motion to approve the Seagoville Chamber of Commerce to conduct the annual Seagofest Event including but not limited to concerts, carnival rides, vendors, and the parade to be held September 30, 2021 through October 3, 2021 – Hernandez, seconded by Epps; motion passed with all ayes. 5/0*

*Mayor Childress stated for his Mayor’s Report he would like to announce that Mayfest is May 6, 2021 through May 9, 2021 at C.O. Bruce Park.*

**4. Discuss and consider providing staff direction concerning the provisions set forth in Section 21.08.003 relative to pipe rail fencing (Councilmember Hernandez)**

*Councilmember Hernandez explained that he was contacted by a resident concerning the requirements for pipe rail fencing. He stated in order to install a pipe rail fence, currently the property has to be at least five (5) acres and zoned Agriculture (AG). He stated he would like to change the requirement concerning the size of the property. He stated he would like to lower the requirement to one (1) acre and keep the Agriculture (AG) zoning.*

*After some discussion, Staff was directed to present Council with an Ordinance change concerning the provisions set forth in Section 21.08.003 relative to pipe rail fencing to lower the requirement of the property size from five (5) acres to one (1) one and keep the Agriculture (AG) zoning.*

**5. Discuss and consider providing staff direction regarding speed limits, school zones and traffic control devices for Alto Road, Wooley Way, and Travers Trail (Director of Administrative Services)**

*Mayor Pro Tem Epps stated he would like to see a flashing stop sign and designate a school zone on Alto Road, a four (4) way stop at Wooley Way and Alto Road, designate a school zone on Myers and Wooley Way, change the speed limit on Seagoville Road to forty (40) miles per hour, designate a school zone on Travers Trail, and no cell phones posted on the school zone signs.*

*After some discussion, Staff was directed to present Council with an Ordinance change of the same.*

**6. Discuss and provide staff with direction concerning designating no parking zones at or near South Highway 175 Service Road and Water Street (Councilmember Fruin)**

*Council directed Staff to present an Ordinance designating no parking zones at or near Highway 175 Service Road on both sides beginning at A&R Fence Rental to Water Street, and along Water Street to the back of the commercial lots on both sides of the road.*

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

*Councilmember Fruin stated he would like to encourage each and every registered voter in the City of Seagoville to vote. He stated every vote counts and we would like to hear from the voters.*

*Councilmember Hernandez thanked everyone that did vote. He stated the City of Seagoville has over seven thousand (7000) registered voters and less than four hundred (400) of those voted. He encouraged everyone to vote. He also stated the run off will be June 5, 2021.*

*Mayor Childress stated a small number of people that actually voted.*

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

*Councilmember Hernandez stated he would like to see an attendance and consider new appointments for the Seagoville Economic Development Corporation at the next Council Meeting.*

**Adjourned at 7:37 p.m.**

**APPROVED:**

\_\_\_\_\_  
Mayor Dennis K. Childress

**ATTEST:**

\_\_\_\_\_  
Kandi Jackson, City Secretary

## ***Regular Session Agenda Item: 2***

**Meeting Date: May 17, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, canvassing and declaring the results of the May 1, 2021 General Election for Mayor and Council Members for Place 2 and Place 4; and providing for an effective date.

Discutir y considerar la aprobación de una Resolución del Concejo Municipal de la Ciudad de Seagoville, Texas, que realiza el escrutinio y declaración los resultados de las Elecciones Generales del 1 de Mayo de 2021 para miembros del Alcalde y Miembros del Concejo para los Lugares 2 y 4; y proporcionando una fecha de vigencia.

### **BACKGROUND OF ISSUE:**

The General Election was held Saturday, May 1, 2021 for the following offices:

Mayor

Candidate: Dennis K. Childress (unopposed)

Councilmember Place 2

Candidates: Karl Boss  
Jose “JoJo” Hernandez

Councilmember Place 4

Candidates: T. Blair Mathews  
Mike Fruin  
Raymond Covert

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Resolution – canvassing results

**RESOLUTION NO. \_\_\_-R-2021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, CANVASSING AND DECLARING THE RESULTS OF THE MAY 1, 2021 GENERAL ELECTION FOR MAYOR AND COUNCIL MEMBERS FOR PLACE 2 AND PLACE 4; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, it is hereby found and determined that notices of a general election were duly given in the form, manner and time required by law, and said elections were in all respects legally held and conducted in accordance with applicable laws of the State of Texas and the proceedings calling and governing the holding of such elections; and

**WHEREAS**, it is imperative to consider the returns of the general election held on May 1, 2021, for the purpose of electing the hereinafter named officials and determining the results placed before the qualified voters of the City; and

**WHEREAS**, the returns of the general election have been duly and legally made and submitted to the City Council for canvassing and no protest or objection being made to or regarding any matter pertaining to said election,

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

**SECTION 1.** A tabulation of the returns of the general election held May 1, 2021 for the polling places and for early voting, as canvassed and tabulated by this governing body is as follows:

Candidate	Early Voting in Person	Early Voting by Mail	Election Day	Provisional EV/ED	Vote %	Total
<b>COUNCILMEMBER – PLACE 2</b>						
Karl Boss	90	1	59	0	40.21%	150
Jose “JoJo” Hernandez	121	0	102	0	59.79%	223
<b>COUNCILMEMBER – PLACE 4</b>						
T. Blair Mathews	78	0	44	0	33.52%	122
Mike Fruin	75	0	74	0	40.93%	149
Raymond Covert	54	1	38	0	25.55%	93
<b>MAYOR</b>						
Dennis K. Childress	183	1	142	0	100%	325

**SECTION 2.** The General Election for Mayor, Councilmember Place 2 and Councilmember Place 4 was duly called, that notice of said election was given in accordance with the law, said election was held in accordance with the law; and (A) it appearing that Dennis K. Childress was unopposed, and that he thus received a majority of all votes cast for all candidates for the office of Mayor, he is hereby

declared to be elected to the office of Mayor to serve a two (B) year term after qualifying and (2) it appearing that Jose “JoJo” Hernandez received a majority of all votes cast for all the candidates for the office of Councilmember Place 2, he is hereby declared to be elected to the office to serve a two (2) year term after qualifying; and (C) it appearing that no one candidate received a majority of all votes cast for all the candidates for the office of Councilmember Place 4, there is hereby declared a need for a run-off election to determine who will be elected to the office to serve a two (2) year term after qualifying.

**SECTION 3.** This canvass and declaration of results of said election shall be entered in the Minutes of the City Council and said officers, after they have qualified and taken their oaths, shall serve during the term commencing May 17, 2021, and thereafter until their successors are duly elected and qualified.

**SECTION 4.** It is further found and determined that in accordance with the order of this governing body, the City Secretary posted written notice of the date, place and subject of this meeting on the bulletin board located at City Hall, a place convenient and readily accessible to the general public, and said notice having been so posted and remaining posted continuously for at least 72 hours preceding the scheduled time of said meeting.

**SECTION 5.** This resolution shall become effective immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, THIS 17<sup>th</sup> DAY OF MAY 2021.**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Kandi Jackson, City Secretary

\_\_\_\_\_  
Dennis K. Childress, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Victoria W. Thomas, City Attorney  
(051321vwtTM122445)

## RESOLUCIÓN NO. \_\_\_-R-2021

### UNA RESOLUCIÓN DEL CONCEJO MUNICIPAL DE LA CIUDAD DE SEAGOVILLE, TEXAS, CANVASSING Y DECLARANDO LOS RESULTADOS DE LA ELECCIÓN GENERAL DEL 1 DE MAYO DE 2021 PARA MIEMBROS DEL ALCALDE Y DEL CONSEJO PARA LOS LUGARES 2 Y 4; Y PROPORCIONANDO UNA FECHA EFECTIVA

**CONSIDERANDO QUE**, por la presente, se encuentra y determina que los avisos de una elección general se entregaron debidamente en la forma, la manera y el tiempo requeridos por la ley, y dichas elecciones se llevaron a cabo legalmente en todos los aspectos y se llevaron a cabo de acuerdo con las leyes aplicables del Estado de Texas y los procedimientos que convocan y rigen la celebración de dichas elecciones; y

**POR CUANTO**, es imperativo considerar los resultados de las elecciones generales celebradas el 1 de Mayo de 2021, con el propósito de elegir a los funcionarios nombrados a continuación y determinar los resultados presentados a los votantes calificados de la Ciudad; y

**CONSIDERANDO** que, los resultados de las elecciones generales se han realizado de manera debida y legal y se han presentado al Ayuntamiento para su escrutinio y no se ha hecho ninguna protesta u objeción a o con respecto a cualquier asunto relacionado con dicha elección,

**AHORA, POR LO TANTO, RESUELVA EL CONSEJO DE LA CIUDAD DE SEAGOVILLE, TEXAS, QUE:**

**SECCIÓN 1.** Una tabulación de los resultados de las elecciones generales celebradas el 1 de Mayo de 2021 para los lugares de votación y para la votación anticipada, según lo recopilado y tabulado por este órgano de gobierno es el siguiente:

Candidato	Votación anticipada en persona	Votación anticipada por correo	Día de las elecciones	provisional EV/ED	Votar %	Total
<b>CONCEJAL – LUGAR 2</b>						
Karl Boss	90	1	59	0	40.21%	150
Jose “JoJo” Hernandez	121	0	102	0	59.79%	223
<b>CONCEJAL – LUGAR 4</b>						
T. Blair Mathews	78	0	44	0	33.52%	122
Mike Fruin	75	0	74	0	40.93%	149
Raymond Covert	54	1	38	0	25.55%	93
<b>Alcalde</b>						
Dennis K. Childress	183	1	142	0	100%	325

**SECCIÓN 2.** La Elección General para Alcalde, Concejal Lugar 2 y Concejal Lugar 4 fue debidamente convocada, se dio aviso de dicha elección de acuerdo con la ley, dicha elección se realizó de conformidad con la ley; y (A) al parecer que Dennis K. Childress no tuvo oposición y que, por lo tanto, recibió la Mayoría de todos los votos emitidos para todos los candidatos para el cargo de Alcalde, por la presente se declara elegido para el cargo de Alcalde para servir dos (2) años después de calificar y (2) si parece que José "JoJo " Hernández recibió la Mayoría de todos los votos emitidos para todos los candidatos para el cargo de Concejal Lugar 2, por la presente se declara elegido para el cargo un término de dos (2) años después de calificar; y (C) al parecer que ningún candidato recibió la Mayoría de todos los votos emitidos para todos los candidatos para el cargo de Concejal Lugar 4 , por la presente se declara la necesidad de una elección de desempate para determinar quién será elegido para el cargo para servir un término de dos (2) años después de calificar.

**SECCIÓN 3.** Este escrutinio y declaración de resultados de dicha elección se inscribirá en el Acta del Concejo Municipal y dichos funcionarios, después de que hayan calificado y prestado juramentos, servirán durante el periodo que comienza el 17 de Mayo de 2021, y en adelante hasta su sucesores son debidamente elegidos y calificados.

**SECCIÓN 4.** Además, se encuentra y determina que de acuerdo con el orden de este órgano de gobierno, el Secretario de la Ciudad publicó un aviso por escrito de la fecha, el lugar y el tema de esta reunión en el tablero de anuncios ubicado en el Ayuntamiento, un lugar conveniente y de fácilmente accesible al público en general, y dicho aviso ha sido colocado y permaneciendo colocado continuamente durante al menos 72 horas antes de la hora programada de dicha reunión.

**SECCIÓN 5.** Esta resolución entrará en vigor inmediatamente desde y después de su aprobación.

**APROBADO Y APROBADO POR EL CONSEJO DE LA CIUDAD DE SEAGOVILLE, TEXAS, EL DIA 17 DE MAYO DE 2021.**

**ATESTIGUAR:**

**APROBADO:**

\_\_\_\_\_  
Kandi Jackson, City Secretary

\_\_\_\_\_  
Dennis K. Childress, Mayor

**APROBADO EN CUANTO A LA FORMA:**

\_\_\_\_\_  
Victoria W. Thomas, City Attorney  
(051321vwtTM122445)

## *Regular Session Agenda Item: 3*

**Meeting Date:** May 17, 2021

**ITEM DESCRIPTION:**

Administer Oath of Office to newly elected Councilmembers.

**BACKGROUND OF ISSUE:**

City Secretary will administer the Oath of Office to newly elected Councilmembers.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

N/A

Form #2201 Rev. 05/2020

Submit to:

SECRETARY OF STATE

Government Filings

Section P O Box 12887

Austin, TX 78711-2887

512-463-6334

512-463-5569 - Fax

Filing Fee: None



**STATEMENT OF OFFICER**

**Statement**

I, Dennis K. Childress, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Mayor

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: May 17, 2021

\_\_\_\_\_  
Signature of Officer

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
FAX 512-463-5569  
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, Dennis K. Childress, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of Mayor of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Dallas

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)

\_\_\_\_\_  
Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

Kandi Jackson  
\_\_\_\_\_  
Printed or Typed Name



Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
FAX 512-463-5569  
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, Jose "JoJo" Hernandez, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of Councilmember Place 2 of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Dallas

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)

\_\_\_\_\_  
Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

Kandi Jackson  
Printed or Typed Name

## ***Regular Session Agenda Item: 4***

**Meeting Date: May 17, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, ordering a Runoff Election to be held on June 5, 2021, for the purpose of electing the City Councilmember for Place no. 4; designating location of polling place; ordering notices of election to be given as prescribed by law in connection with such election; and providing an effective date.

Discutir y considerar la aprobación de una Resolución del Concejo Municipal de la ciudad de Seagoville, Texas, que ordena una Elección de desempate que se llevara a cabo el 5 de Junio de 2021, con el proposito de elegir al Concejal de la ciudad para el lugar no. 4; designando la ubicación del lugar de votación; ordenar que se entreguen avisos de elección según lo prescrito por la ley en relación con dicha elección; y proporcionar una fecha de vigencia.

### **BACKGROUND OF ISSUE:**

As you are aware no one candidate received a majority of all votes cast for all the candidates for the office of Councilmember Place 4, therefore a runoff election is needed to determine who will be elected to the office.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Resolution – ordering runoff

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ORDERING A RUNOFF ELECTION TO BE HELD ON JUNE 5, 2021, FOR THE PURPOSE OF ELECTING THE CITY COUNCILMEMBER FOR PLACE NO. 4; DESIGNATING LOCATION OF POLLING PLACE; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** A Runoff Election is hereby ordered for June 5, 2021, for the purpose of electing the City Councilmember for Place No. 4 to hold office for a period of two (2) years.

**SECTION 2.** The election shall be held as a Joint Election pursuant to a Joint Election Agreement and Election Services Contract by and between the City of Seagoville, Dallas County, and other political subdivisions (the "Agreement"). Pursuant to the Agreement, the Elections Administrator of Dallas County shall serve as Elections Administrator for the election. Presiding Election Judges and Alternate Presiding Election Judges appointed to serve the authorized polling places(s) shall be those election officials furnished by the Elections Administrator from the list of proposed election judges as required in the Agreement. A voting system or systems meeting the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for early voting by personal appearance and by mail and for election day voting.

**SECTION 3.** Not later than the 21st day before the Runoff Election, notice of the Runoff Election shall be posted on the bulletin board used to post notice of the City Council meetings and on the City's website. Not earlier than the 30th day nor later than the 10th day before the Runoff Election as provided in Section 4.003(a)(1) of the Texas Election Code, notice of the Runoff Election shall be published at least once in a newspaper of general circulation in the City. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record of the time of posting, starting date, and the place of posting.

**SECTION 4.** The entire City shall constitute one election precinct for this election and the Seagoville City Hall, 702 North Highway 175, Seagoville, Texas, is hereby designated the polling place. The election officers and maximum number of clerks for said polling place shall be determined and appointed in accordance with the provisions of the Agreement.

On Election Day, the polls shall be open from 7:00 A.M. to 7:00 P.M.

The Dallas County Elections Administrator is appointed the early voting clerk. The Dallas County Elections Building, Office of the Elections Department, 1520 Round Table Drive, Dallas, Texas 75247 is hereby designated the main early voting place. Early voting by personal appearance shall also be conducted at Seagoville City Hall, 702 North U.S. Highway 175, Seagoville, Texas 75159.

City of Seagoville voters may vote at any of the additional Election Day or Early Voting locations open under full contract services with the Dallas County Elections Administrator. If the Election Services Agreement with the Dallas County Elections Administrator revises the polling places listed previously, the City will utilize the polling places designated in said Agreement, as the same may be amended from time to time.

Applications for ballot by mail shall be received and processed by Michael Scarpello, Early Voting Clerk, Dallas County Elections Administrator, 1520 Round Table Drive, Dallas, Texas 75247. Applications for ballots by mail must be received no later than the close of business on May 25, 2021.

Early voting for the Runoff Election shall begin on Monday, May 24, 2021, and end Tuesday, June 1, 2021, and the dates and hours designated for early voting by personal appearance at the early voting locations shall be as set forth below:

Dates	Hours
Monday, May 24, 2021 through Thursday, May 27, 2021	8:00 A.M. to 5:00 P.M.
Friday, May 28, 2021	7:00 A.M. to 7:00 P.M.
Saturday, May 29, 2021	8:00 A.M. to 5:00 P.M.
Sunday, May 30, 2021	1:00 P.M. to 6:00 P.M.
Tuesday, June 1, 2021	7:00 A.M. to 7:00 P.M.

For purposes of processing ballots cast in early voting, the election officers for the early voting ballot board for this election shall be appointed and designated in accordance with the provisions of the Agreement.

**SECTION 5.** The City Secretary shall present the Runoff Election returns to the City Council at a Council meeting for the canvassing of said election in accordance with the Texas Election Code. The candidate for Councilmember for Place No. 4 that receives a majority of valid votes by qualified voters at the election shall be declared elected.

**SECTION 6.** This Resolution shall take effect immediately upon its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, ON THIS THE 17<sup>th</sup> DAY OF MAY 2021.**

**APPROVED:**

\_\_\_\_\_  
**DENNIS K CHILDRESS, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Kandi Jackson, City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Victoria W. Thomas, City Attorney**  
(051321vwtTM122446)

**RESOLUCIÓN NO. \_\_\_\_\_**

**UNA RESOLUCIÓN DEL CONCILIO MUNICIPAL DE LA CIUDAD DE SEAGOVILLE, TEXAS, QUE ORDENA UNA ELECCION RUNOFF QUE SE REALIZARA EL 5 DE JUNIO DE 2021, CON EL PROPÓSITO DE ELEGIR AL MIEMBRO MUNICIPAL PARA EL LUGAR NO. 4; DESIGNACION DE LA UBICACIÓN DEL LUGAR DE VOTACIÓN; ORDENAR QUE SE DEN AVISOS DE ELECCIÓN SEGÚN LO PRESCRITO POR LA LEY EN RELACIÓN CON DICHA ELECCIÓN; Y PROPORCIONAR UNA FECHA VIGENCIA.**

**AHORA, POR LO TANTO, RESUELVA EL CONSEJO DE LA CIUDAD DE SEAGOVILLE, TEXAS, QUE:**

**SECCIÓN 1.** Por la presente se ordena una elección de desempate para el 5 de Junio, 2021, con el propósito de elegir al Concejal de la Ciudad para el Lugar No. 4 para que ocupe el cargo por un período de dos (2) años.

**SECCIÓN 2.** La elección se llevará a cabo como una elección Conjunta de conformidad con un Acuerdo de Elección Conjunto y un Contrato de Servicios de Elección por y entre la Ciudad de Seagoville, el Condado de Dallas, y otras subdivisiones políticas (el "Acuerdo"). De conformidad con el Acuerdo, el Administrador de Elecciones del Condado de Dallas actuará como Administrador de Elecciones para la elección. Los jueces electorales presidentes y los jueces electorales presidentes suplentes designados para servir en los lugares de votación autorizados serán aquellos funcionarios electorales proporcionados por el Administrador de Elecciones de la lista de jueces electorales propuestos según lo requiera el Acuerdo. Por la presente se adopta y aprueba un sistema de votación que cumplen con los estándares y requisitos del Código Electoral de Texas, según enmendado, para la votación anticipada en persona y por correo y para la votación el día de las elecciones.

**SECCIÓN 3.** A más tardar el día 21 antes de la elección de desempate se publicará en el tablero de anuncios utilizado para publicar el aviso de las reuniones del Concejo Municipal y en el sitio web de la ciudad. No antes del día 30 o más tarde del décimo día antes de la elección de segunda vuelta, como se establece en la Sección 4.003(a)(1) del Código Electoral de Texas, el aviso de la elección desempate se publicará al menos una vez en un periódico de circulación general en la ciudad. Una copia del aviso publicado que contenga el nombre y la fecha de publicación se conservará como registro de dicho aviso, y la persona que publique el aviso hará un registro de la hora de publicación, la fecha de inicio y el lugar de publicación.

**SECCIÓN 4.** Toda la Ciudad constituirá un distrito electoral para esta elección y el Ayuntamiento de Seagoville, 702 North Highway 175, Seagoville, Texas, por la presente se designa como lugar de votación. Los oficiales electorales y el número máximo de secretarios para dicho lugar de votación serán determinados y nombrados de acuerdo con las disposiciones del Acuerdo.

El día de las elecciones, las urnas estarán abiertas a partir de las 7:00 A.M. hasta las 7:00 P.M.

El Administrador de elecciones del Condado de Dallas es designado secretario de votación anticipada. Por la presente se designa al Edificio de Elecciones del Condado de Dallas, Oficina del Departamento de Elecciones, 1520 Round Table Drive, Dallas, Texas 75247 como el principal lugar de votación anticipada. La votación anticipada en persona también se llevará a cabo en el Ayuntamiento de Seagoville, 702 North U.S. Highway 175, Seagoville, Texas 75159.

Los votantes de la ciudad de Seagoville pueden votar en cualquiera de los lugares adicionales para el día de la Elección o Votación Anticipada abiertos bajo servicios de contrato completo con la Administrador de Elecciones del Condado de Dallas. Si el Acuerdo de Servicios Electorales con el Administrador de Elecciones del Condado de Dallas revisa los lugares de votación enumerados anteriormente, la Ciudad

utilizará los lugares de votación designados en dicho Acuerdo, ya que los mismo puede ser enmendados de vez en cuando.

Las solicitudes de boleta por correo deberán ser recibidas y procesadas por Michael Scarpello, Secretario de Votación Anticipada, Administrador de Elecciones del Condado de Dallas, 1520 Round Table Drive, Dallas, Texas 75247. Las solicitudes boletas por correo deben recibirse a más tardar el cierre de operaciones en 25 de Mayo, 2021.

La votación anticipada para las elecciones de desempate comenzará el Lunes 24 de Mayo de 2021y finalizará el Martes 1 de Junio de 2021, y las fechas y horas designadas para la votación anticipada en persona en los lugares de votación anticipada serán las que se establecen a continuación:

Fechas	Horas
Lunes, Mayo 24, 2021 through Jueves, Mayo 27, 2021	8:00 A.M. to 5:00 P.M.
Viernes, Mayo 28, 2021	7:00 A.M. to 7:00 P.M.
Sábado, Mayo 29, 2021	8:00 A.M. to 5:00 P.M.
Domingo, Mayo 30, 2021	1:00 P.M. to 6:00 P.M.
Martes, Junio 1, 2021	7:00 A.M. to 7:00 P.M.

A los efectos del procesar las boletas emitidas en votación anticipada, los oficiales electorales para la junta de boletas de votación anticipada para esta elección serán nombrados y designados de acuerdo con las disposiciones del Acuerdo.

**SECCIÓN 5.** El Secretario de la Ciudad presentará los resultados de las elecciones de desempate al Concejo Municipal en una reunión del Consejo para el escrutinio de dicha elección de acuerdo con el Código Electoral de Texas. El candidato a Concejal para el Puesto No. 4 que reciba la Mayoría de los votos válidos de los votanes calificados en la elección será declarados electo.

**SECCIÓN 6.** Esta Resolución entrara en vigor inmediatamente después de su aprobación.

**DEBIDAMENTE APROBADO Y APROBADO POR EL CONSEJO DE LA CIUDAD DE SEAGOVILLE, CONDADO DE DALLAS, TEXAS, EL DIA 17 DE MAYO DE 2021.**

**APROBADO:**

\_\_\_\_\_  
**DENNIS K CHILDRESS, MAYOR**

**ATESTIGUAR:**

\_\_\_\_\_  
**Kandi Jackson, City Secretary**

**APROBADO EN CUANTO A LA FORMA:**

\_\_\_\_\_  
**Victoria W. Thomas, City Attorney**  
(051321vwtTM122446)

## ***Regular Session Agenda Item: 5***

**Meeting Date: May 17, 2021**

### **ITEM DESCRIPTION:**

Conduct interviews with Boards & Commissions Applicants for appointment and reappointments.

### **BACKGROUND OF ISSUE:**

At this time, Place Seven (7) on the Keep Seagoville Beautiful Commission is vacant. Mildred Chamberlain has applied to fill that vacancy. In compliance with City Ordinance No. 24-2019, the applicant has passed the criminal background check.

Also, it is time to reappoint members to the Seagoville Economic Development Corporation. All reappointment applicants that are being presented have passed the criminal background check.

In the past City Council has interviewed all boards and commission applicants. At this time, brief interviews may be conducted with the applicant. For your convenience, a list of appointments and reappointments has been provided.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

List of appointments  
Attendance Report

**CITY PLANNING & ZONING COMMISSION**

	Place	Appt. Date	Term Expires
Olu Olajimi	1	6/2019	6/2021
Mike Dupuis (Chair)	2	6/2016	6/2022
Charles Galbreth	3	6/2019	6/2021
Tommy Lemond	4	8/2019	6/2021
David Grimes (Vice-Chair)	5	6/2018	6/2022
Don Cole	6		
Debra Haney	7	11/2020	6/2022

Reappointees:	New Applicants:

**BOARD OF ADJUSTMENTS**

	Place	Appt. Date	Term Expires
Jerry Yearout (Chair)	1	7/2015	6/2021
John Rice	2	1/2021	6/2023
Robert Boyett	3	11/2020	6/2022
Nancy Ashley (Vice-Chair)	4	6/2016	6/2022
Lorin Mullens	5	6/2016	6/2022
Vacant	Alt. #1		
Vacant	Alt. #2		

Reappointees:	New Applicants:

**ANIMAL SHELTER OVERSIGHT COMMITTEE**

	Place	Appt. Date	Term Expires
Dr. Karen Williams	1	11/2018	6/2022
Sgt. Karl Bailey	2		
Bettye Baker	3	8/2012	6/2022
Justin Harley	4		
Stephanie Boyett	5	6/2020	6/2022

Reappointees:	New Applicants:

**LIBRARY BOARD**

	Place	Appt. Date	Term Expires
Sandra Waggoner	1	4/2021	6/2023
Reba Groblebe (Vice-Chair)	2	6/2008	6/2022
Mary Graham	3	6/2009	6/2021
Judy Whitehead	4	6/2016	6/2022
Pat Bearden (Chair)	5	6/2007	6/2021
Lizbeth Petty	6	4/2021	6/2023

Reappointees:	New Applicants:

**KEEP SEAGOVILLE BEAUTIFUL COMMISSION**

	Place	Appt. Date	Term Expires
Bonnie Goodson	1	7/2019	6/2021
Carolyn Jackson	2	9/2019	6/2021
Diane Marshall	3	9/2020	6/2022
Sandra Waggoner	4	4/2021	6/2023
Charlotte Hernandez (Chair)	5	6/2009	6/2021
Kara Dodson (Vice-Chair)	6	7/2014	6/2022
Vacant	7		

Reappointees:	New Applicants:
	Mildred Chamberlain

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION**

	Place	Appt. Date	Term Expires
Barbara Sherman	1	7/2015	6/2021
F.L. Stepper Sebastian	2	6/2008	6/2022
Martin Ashley	3	11/2016	6/2022
Theo Hamilton	4	12/2019	6/2021
Jose Hernandez (Chair)	5	1/2016	6/2021
Harold Magill (Vice-Chair)	6	6/2016	6/2021
Mike Dupuis	7	6/2020	6/2022

Reappointees:	New Applicants:
Barbara Sherman	
Theo Hamilton	
Jose Hernandez	
Harold Magill	

## Seagoville Economic Development Corporation

### Attendance Record January - December 2020

MEETING DATE	Barbara Sherman	Stepper Sebastian	Martin Ashley	Theo Hamilton	Jose Hernandez	Harold Magill	Mike Dupuis
1/14/2020	P	P	P	P	P	P	Vacant
2/3/2020	P	P	P	P	A	P	Vacant
2/20/2020	A	P	P	A	P	P	Vacant
3/12/2020	A	P	P	P	P	P	Vacant
4/9/2020	P	P	A	P	P	P	Vacant
4/27/2020	P	P	P	P	P	P	Vacant
5/14/2020	P	P	A	P	P	P	Vacant
6/11/2020	A	P	P	A	P	P	Vacant
6/18/2020	P	A	P	P	P	P	Vacant
7/20/2020	P	P	P	P	P	P	Vacant
7/30/2020	P	P	P	P	P	P	P
8/20/2020	P	A	P	P	P	P	P
9/14/2020	P	P	P	P	P	P	P
9/24/2020	P	P	P	P	P	P	P
10/22/2020	A	P	P	P	P	P	P
12/17/2020	P	P	A	P	P	P	P
P=PRESENT	12	14	13	14	15	16	6
A=ABSENT	4	2	2	2	1	0	0

# Seagoville Economic Development Corporation

## Attendance Record January - December 2021

MEETING DATE	Barbara Sherman	Stepper Sebastian	Martin Ashley	Theo Hamilton	Jose Hernandez	Harold Magill	Mike Dupuis
1/7/2021	P	A	P	A	P	P	P
1/21/2021	P	P	P	P	P	P	P
2/11/2021	P	P	A	P	P	P	P
3/25/2021	P	P	P	P	P	P	P
4/15/2021	A	P	P	P	P	P	A
P=PRESENT	4	4	4	4	5	5	4
A=ABSENT	1	1	1	1	0	0	1

## ***Regular Session Agenda Item: 6***

**Meeting Date: May 17, 2021**

**ITEM DESCRIPTION:**

Receive a presentation of City of Seagoville's Second Quarter Financial Report for Fiscal Year 2021.

**BACKGROUND OF ISSUE:**

Gail French, Director of Finance presents the City's second quarter financial report for FY 2021.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

None

**EXHIBITS:**

March 2021 Financial Reports  
Council Power Point Presentation



# Memo

Date: April 26, 2021  
To: Pat Stallings, City Manager  
From: Gail French, Director of Finance  
Subject: March 2021 Financial Reports

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This memo accompanies the March 2021 Revenue and Expense Reports for the City of Seagoville, and highlights selected financial activities for the first six months of FY 2021. The first six months of the fiscal year represents 50.0% of the total fiscal year, and this memo provides an explanation of variances from that standard.

## General Fund

**Revenues: General fund total revenue for the first six months of the fiscal year is above budget expectations (actual 82.5% vs. expected 50.0%).** The current year fiscal **Property tax** revenue collections are above last year's collection rate (109.9% vs. 50.0%) – I anticipate property tax revenue collections will be above the budget estimate. **Sales Tax** revenue collections are slightly above budget expectations (53.2% vs. 50.0%). This year's sales tax collection percentage is slightly above last fiscal year. The upward tick in sales tax reflects the growing rebound from the pandemic. In **Franchise Fee** revenue, the comparative collection trend for the first six months of FY 2021 vs. FY 2020 appears below:

Description	FY 2021 Amount	FY 2020 Amount	Increase (Decrease)
ONCOR	\$ 200,522	\$ 207,351	\$ (6,829)
ATMOS Gas	70,572	72,252	(1,679)
Suddenlink Cable	8,707	7,889	818
Telephone	5,340	17,471	(12,131)
Republic Services	27,577	27,109	467

**Telephone Franchise Fee** reflects a continued downturn in receipts due to state legislation reducing the amount of revenue available for cities to collect.

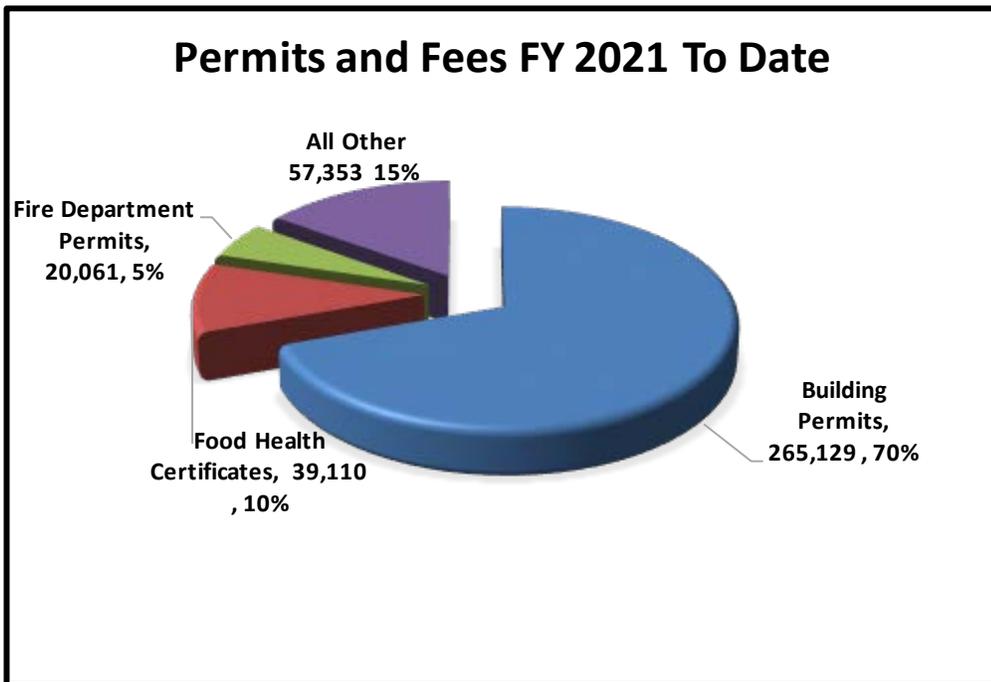
**Permits & Fees** The first quarter of FY 2021, the City received \$47,892 for issuing 24 permits in Seagoville Farms subdivision and \$11,663 for issuing seven permits in Heritage Place addition and 9 in other parts of the City for Residential Building permits. This compares to the first quarter of FY 2020, the City received \$32,852.25 for issuing 19 permits in Highland

Meadows Phase 3 subdivision and \$13,435.18 for issuing nine permits in other parts of the City for Building permits.

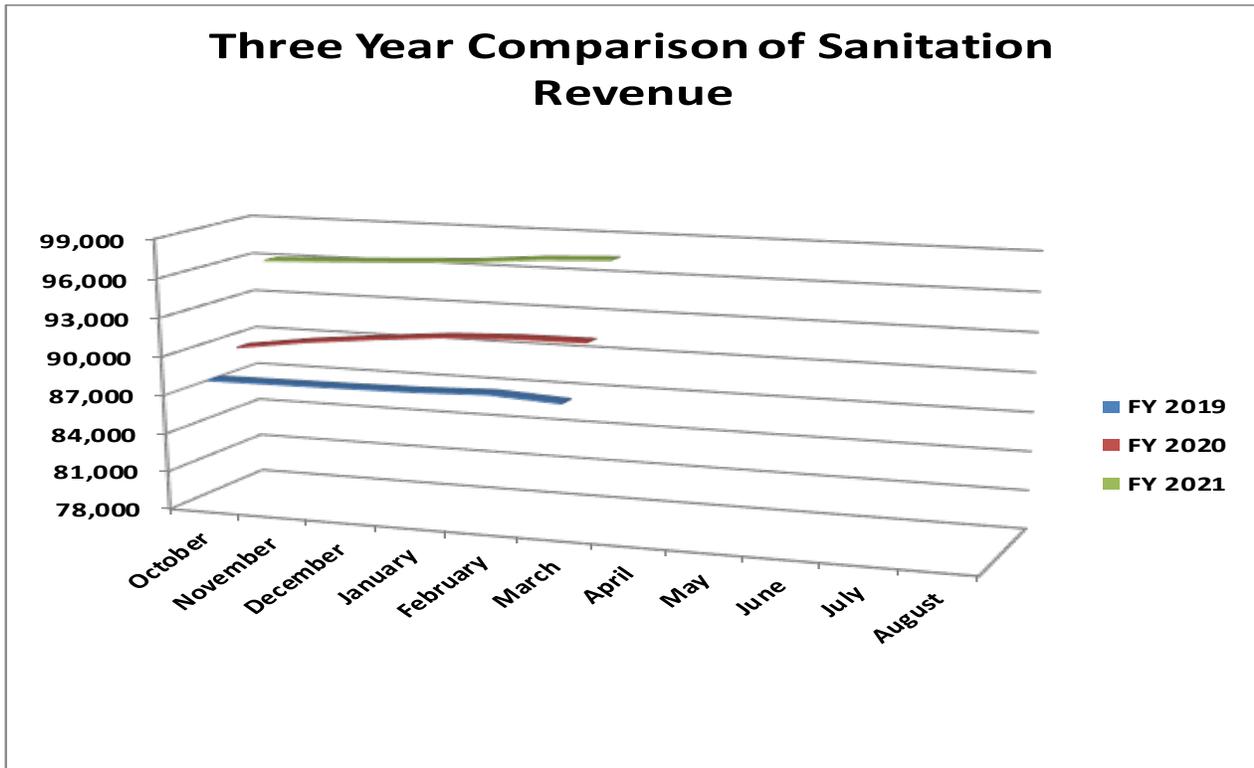
The second quarter of FY 2021, the City received \$101,947.25 for issuing 54 permits in Seagoville Farms subdivision and \$15,595.50 for issuing eight permits in other parts of the City for Residential Building permits. This compares to the second quarter of FY 2020, the City received \$138,984.00 for issuing 80 permits in the Highland Meadows Phase 3 subdivision, \$1,992.75 for a new dental office (1600 Creekstone), \$3,946.25 for the Panda Express building permit and \$14,847.97 for issuing 9 permits in other parts of the City. Additionally, the City received \$61,042.23 in inspection fees from Tredway Estates.

The following is a comparison of FY 2021 revenue vs. FY 2020:

Description	FY 2021 Amount	FY 2020 Amount	Increase (Decrease)
Building Permits	\$ 265,129	\$ 252,330	\$ 12,799
Inspection Fees		95,570	(95,570)
Food Health Certificates	39,110	41,725	(2,615)
Fire Department Permits	20,061	27,794	(7,733)
All Other	57,353	44,655	12,698



**Sanitation** revenue is slightly above budget expectations (52.5% actual vs. 50.0% expected).



**Fines** revenue reflects increased court enforcement activity from public safety contacts.

**Total revenues for the first three months of the fiscal year are \$4,872,325 or 45% of budget.** This is \$598,987 higher than the total General Fund revenues for the first three months of the previous fiscal year (\$4,273,338). This is mainly due to Property Taxes 65% received compared to 57% last year and an increase in building permits 50% compared to 30% last year.

**Expenditures: Total General Fund expenditures are within budget expectations (45.4% actual vs. 50.0% expected).**

**City Secretary** is above expectations due to election expenditures.

**Finance** is slightly above expectations due to the payout of accrued benefits to Patrick Harvey upon retirement in December.

**Non departmental** is above expectations mainly due to the annual premium payment to TML for workers' compensation and property/casualty insurance.

**Information and Technology** is above expectations due to the Annual Transfer to the Technology Replacement Fund and Civic Plus Annual Fees for Recurring Redesign fee increase and Custom Mobile App Annual Fee Renewal.

**Debt Payment (Quint)** is the annual payment on the financing to acquire the quint fire vehicle.

**Use of Fund Balance Projects** includes the acquisition of six Tasers for the Police department (\$3,594.00) – **Police Equipment**, the acquisition of a cargo mate trailer (\$5,009.81), a Hovertex Deluxe 4 passenger rescue hovercraft (\$50,990.19) and a set of nine ballistic vests and helmets (\$6,669.00) – **Firefighting Equipment**, and the acquisition of 2 Chevrolet Tahoes with Toughbooks \$(125,397.42) – **Patrol Vehicle Purchases**.

**Water and Sewer Fund (Fund 20)**

**Revenues: Total Water and Sewer Fund revenues are within budget expectations (50.7% vs. 50.0%).** **Water** sales usually accelerate during the summer depending upon the weather conditions. **Penalties and Interest** generates from late customer payment. **Pretreatment Sewer Revenue** charges to a few of our industrial customers to cover the cost of wastewater pretreatment required by the state to ensure the prevention of harmful materials entering the water system. **Penalty Fees** are higher than anticipated due to a renewed commitment to enforcement activities against delinquent customers.

**Expenditures: The year to date expenditure trend is within expectations (48.2% actual vs. 50.00% expected).**

**Non departmental** is above expectations due to the annual premium payment to TML for workers' compensation, property/casualty insurance and bad debt expense.

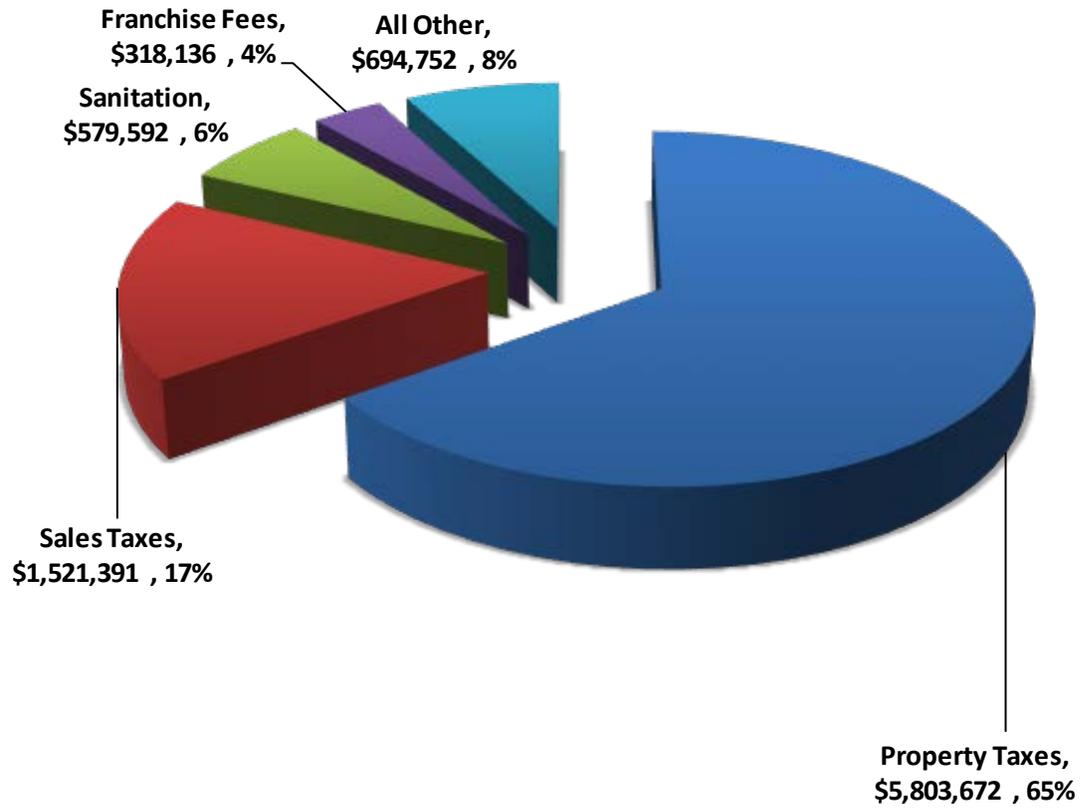
**GENERAL FUND  
SUMMARY OF REVENUES AND EXPENDITURES  
AS OF 3/31/21  
50% OF BUDGET YEAR**

	<b>Adopted Budget</b>	<b>Year to Date</b>	<b>% tage of Budget</b>
<b>REVENUES:</b>			
Property Taxes	\$5,282,560	\$5,803,672	109.9%
Sales Taxes	2,858,320	1,521,391	53.2%
Franchise Fees	650,150	318,136	48.9%
Sanitation	1,104,000	579,592	52.5%
All Other	<u>920,519</u>	<u>694,752</u>	75.5%
<b>TOTAL REVENUES</b>	<b>\$10,815,549</b>	<b>\$8,917,544</b>	<b>82.5%</b>
Transfers In:	379,904	300,752	79.2%
<b>EXPENDITURES:</b>			
Public Safety	\$5,873,383	\$2,556,681	43.5%
Community Development	1,473,289	644,575	43.8%
Community Services	1,536,031	696,874	45.4%
General Government	994,513	507,562	51.0%
Non departmental	<u>396,330</u>	<u>258,198</u>	65.1%
<b>TOTAL EXPENDITURES</b>	<b>\$10,273,546</b>	<b>\$4,663,890</b>	<b>45.4%</b>
One Time Use of Fund Balance	1,215,598	1,071,461	88.1%

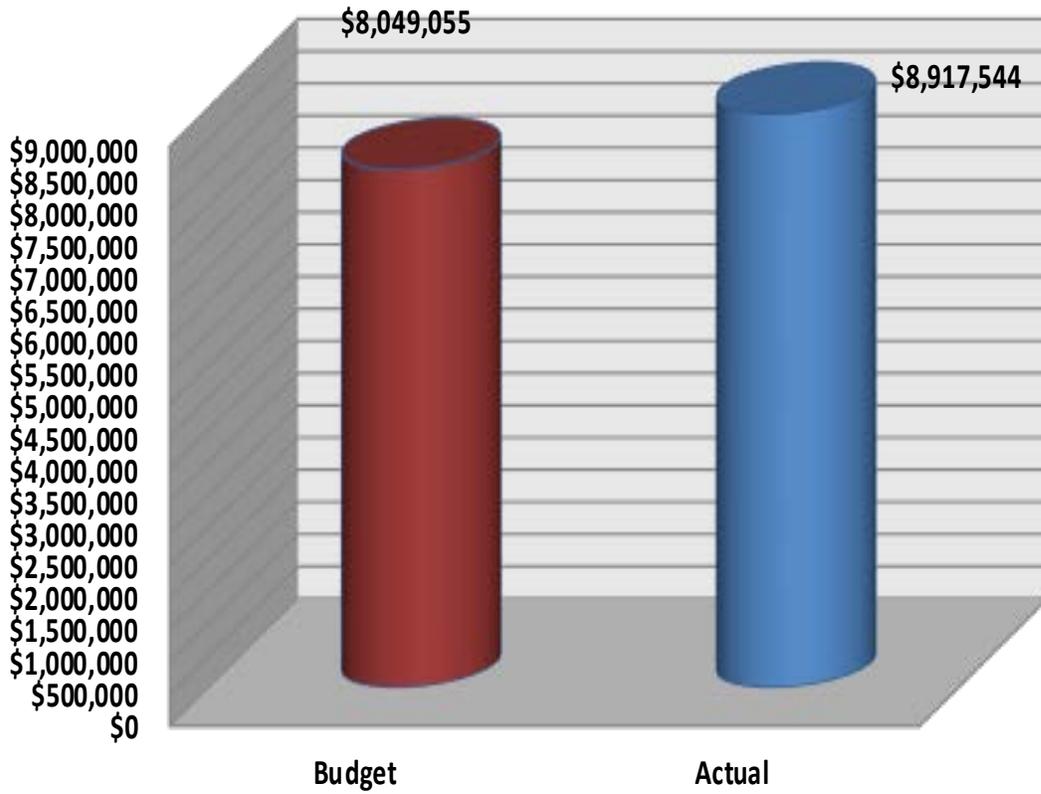
**GENERAL FUND  
SUMMARY OF REVENUES  
FOR FISCAL YEAR 2020-21  
AS OF 3/31/21  
50.00 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
<b>Revenues:</b>						
Property Taxes	\$5,107,374	\$5,033,057	98.5%	\$5,282,560	\$5,803,672	109.9%
Sales Taxes	\$2,750,480	\$1,424,698	51.8%	\$2,858,320	\$1,521,391	53.2%
Franchise Fees	\$657,950	\$336,828	51.2%	\$650,150	\$318,136	48.9%
Permits & Fees	\$531,900	\$462,075	86.9%	\$336,045	\$381,653	113.6%
Sanitation	\$1,117,550	\$546,669	48.9%	\$1,104,000	\$579,592	52.5%
Senior Activities	\$47,500	\$18,572	39.1%	\$40,100	\$25,623	63.9%
Fines	\$233,125	\$144,737	62.1%	\$243,625	\$194,604	79.9%
Interest	\$25,000	\$14,586	58.3%	\$25,000	\$3,374	13.5%
SAFER Grant	\$145,749			\$145,749	\$82,645	56.7%
SEDC Capital Grant	\$200,000	-	0.0%	\$100,000	\$0	0.0%
Miscellaneous	\$23,645	\$6,145	26.0%	\$30,000	\$6,853	22.8%
<b>Total Revenues</b>	<b>\$10,840,273</b>	<b>\$7,987,365</b>	<b>73.7%</b>	<b>\$10,815,549</b>	<b>\$8,917,544</b>	<b>82.5%</b>

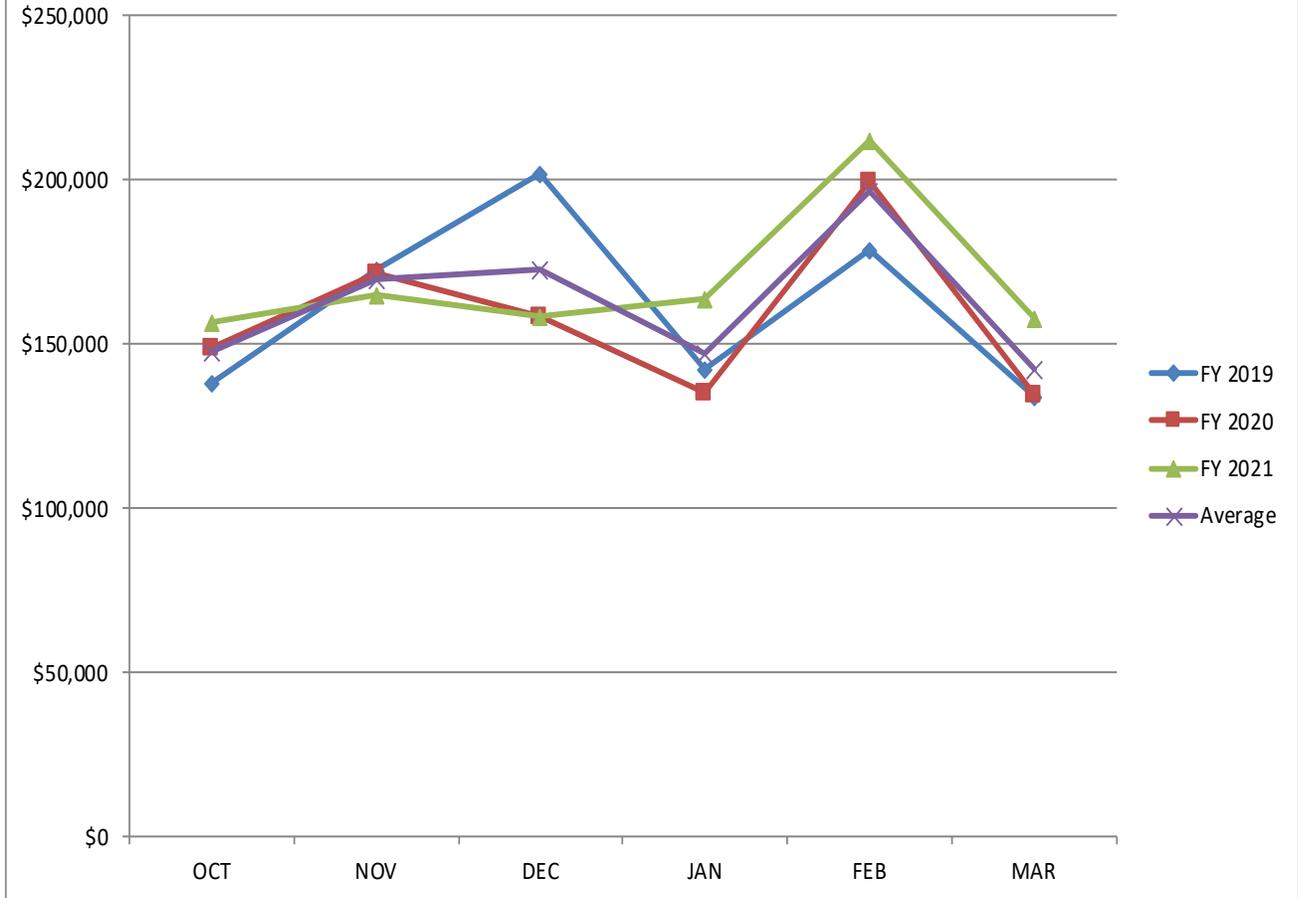
**General Fund Revenues  
2nd Quarter, FY 2021  
Total \$8,917,544**



# Year to Date Revenue Comparison General Fund

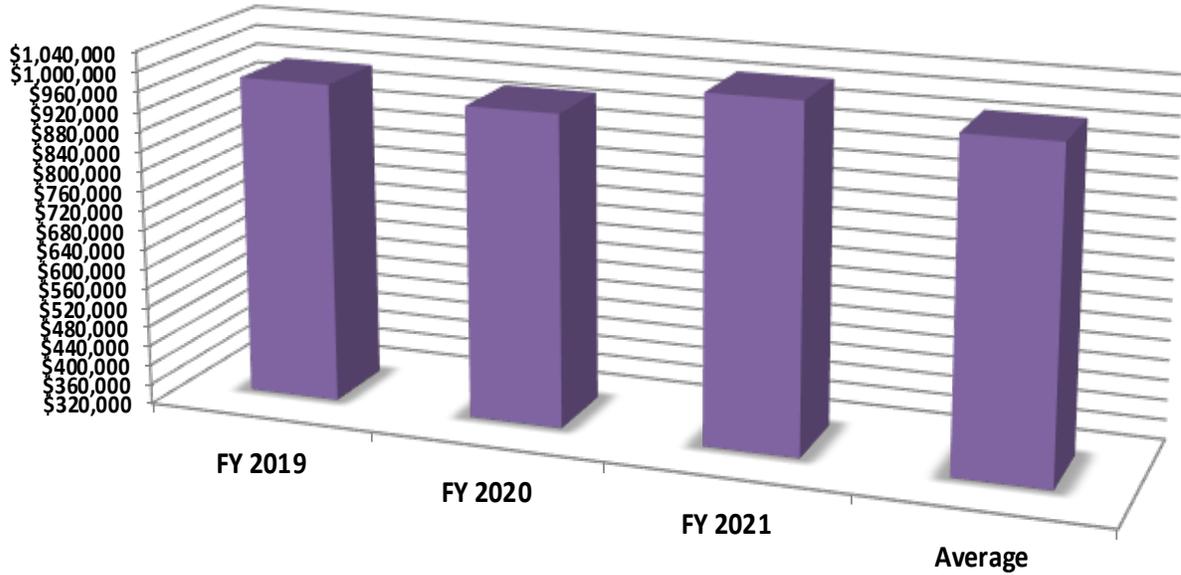


## General Fund Sales Tax Comparison



	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>Three Year Average</b>
OCT	138,378.74	149,232.47	156,466.05	148,025.75
NOV	173,057.45	171,421.83	165,176.32	169,885.20
DEC	201,730.66	158,776.26	158,595.92	173,034.28
JAN	142,638.91	135,551.38	163,822.10	147,337.46
FEB	178,469.13	199,771.70	212,017.52	196,752.78
MAR	134,151.31	134,785.46	157,843.43	142,260.06

### Fiscal Year to Date Comparison - Sales Tax



	FY 2019	FY 2020	FY 2021	Three Year Average
Fiscal Year To Date	968,426.19	949,539.09	1,013,921.33	977,295.53



# Sales & Use Tax Monthly Summary General Fund

March, 2021

<b>History by Month</b>					
Month	FY 18-19	FY 19-20	FY 20-21	Inc/(Dec) From Last Year	Percent +/-
October	\$ 138,378.74	\$ 149,232.47	\$ 156,466.05	\$ 7,233.58	4.8%
November	\$ 173,057.45	\$ 171,421.83	\$ 165,176.32	\$ (6,245.51)	-3.6%
December	\$ 201,730.66	\$ 158,776.26	\$ 158,595.92	\$ (180.35)	-0.1%
January	\$ 142,638.91	\$ 135,551.38	\$ 163,822.10	\$ 28,270.72	20.9%
February	\$ 178,469.13	\$ 199,771.70	\$ 212,017.52	\$ 12,245.82	6.1%
March	\$ 134,151.31	\$ 134,785.46	\$ 157,843.43	\$ 23,057.97	17.1%
April	\$ 128,468.61	\$ 136,638.63			0.0%
May	\$ 169,911.46	\$ 170,986.48			0.0%
June	\$ 146,585.42	\$ 159,418.41			0.0%
July	\$ 164,879.75	\$ 178,499.43			0.0%
August	\$ 165,213.27	\$ 191,408.19			0.0%
September	\$ 149,792.70	\$ 171,196.30			0.0%
<b>Total General Fund</b>	<b>\$ 1,893,277.39</b>	<b>\$ 1,957,686.52</b>	<b>\$ 1,013,921.33</b>	<b>\$ 64,382.24</b>	<b>6.8%</b>

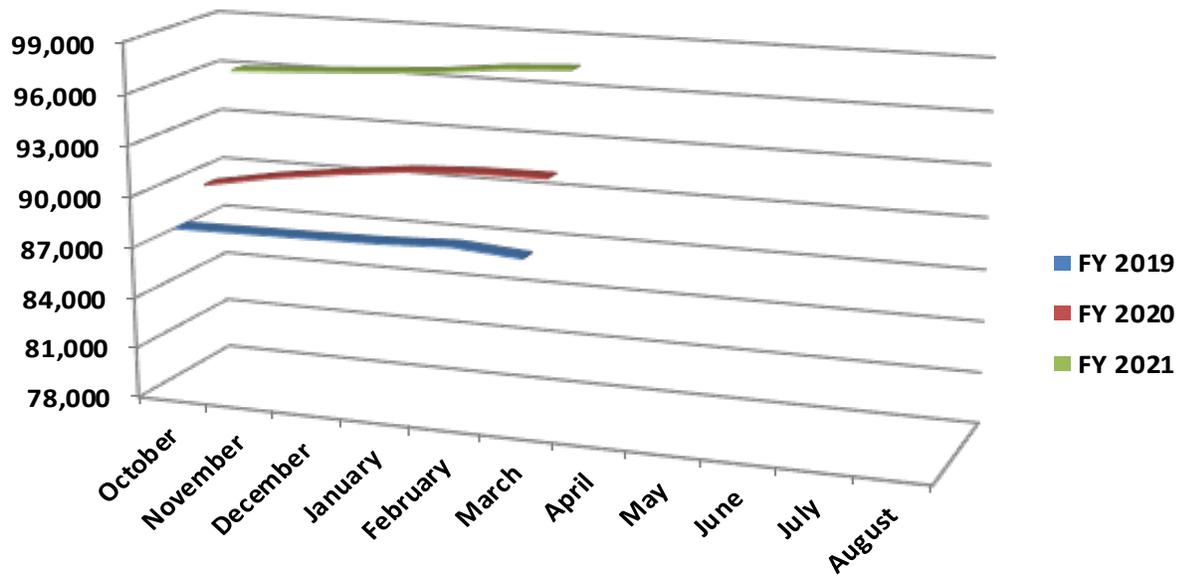
<b>Actual to Budget</b>						
<b>GF Budget FY 2021</b>				<b>\$ 1,903,880</b>		
	<u>PERCENT YTD</u>	<u>AMOUNT YTD</u>				
Target to Budget	50.00%	\$ 951,940.00				
Actual to Budget	53.26%	\$ 1,013,921.33				
Amount Over/(Under)		\$ 61,981.32				
Percent +/-		3.26%			<u>OVER/(UNDER)</u>	<u>% +/-</u>
September 30 Forecast			<b>\$ 2,090,425</b>	<b>\$ 186,545</b>		<b>9.8%</b>

<b>Actual to Actual</b>					
	FY 18-19	FY 19-20	FY 20-21	Inc/(Dec) From Last Year	Percent +/-
<b>Year to Date</b>	<b>\$ 968,426.19</b>	<b>\$ 949,539.09</b>	<b>\$ 1,013,921.33</b>	<b>\$ 64,382.24</b>	<b>6.8%</b>

<b>Total Sales Tax &amp; Distribution</b>				
	General Fund	PTR	4B	Total
<b>This Month</b>	<b>\$ 157,843.43</b>	<b>\$ 78,921.71</b>	<b>\$ 78,921.71</b>	<b>\$ 315,686.85</b>
<b>Year to Date</b>	<b>\$ 1,013,921.33</b>	<b>\$ 506,960.66</b>	<b>\$ 506,960.65</b>	<b>\$ 2,027,842.65</b>

NOTE: SALES TAX IS RECEIVED FROM THE STATE TWO MONTHS AFTER THE ACTUAL SALE DATE.

## Three Year Comparison of Sanitation Revenue

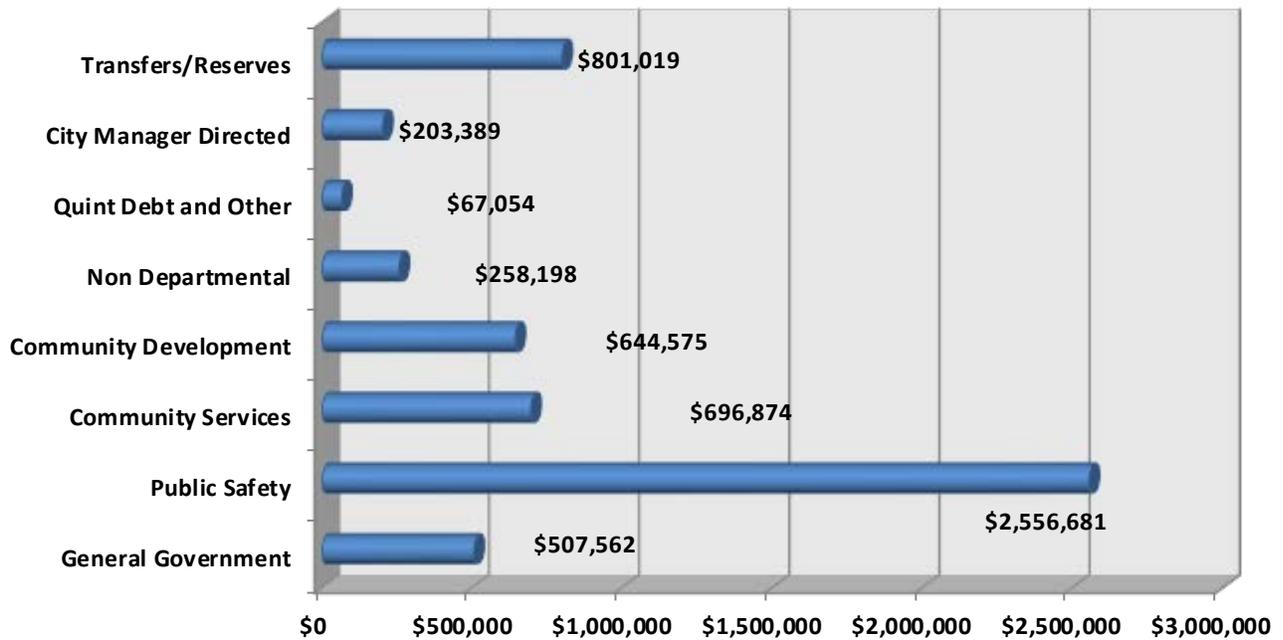


**GENERAL FUND  
SUMMARY OF EXPENDITURES  
FOR FISCAL YEAR 2020-21  
AS OF 3/31/21  
50.00 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
<b>Expenditures:</b>						
City Council	\$9,450	\$824	8.7%	\$9,450	\$0	0.0%
City Manager	\$225,364	\$113,586	50.4%	\$251,386	\$117,517	46.7%
City Secretary	\$115,846	\$49,348	42.6%	\$124,934	\$66,208	53.0%
Finance	\$383,922	\$200,123	52.1%	\$330,246	\$181,029	54.8%
Animal Services	\$118,076	\$55,286	46.8%	\$121,558	\$53,274	43.8%
Code Enforcement	\$194,790	\$94,976	48.8%	\$200,376	\$49,014	24.5%
Bldg Inspection/Services	\$449,533	\$192,176	42.8%	\$409,671	\$176,869	43.2%
Health Inspection	\$113,322	\$42,632	37.6%	\$117,217	\$50,642	43.2%
Police	\$2,386,782	\$1,045,240	43.8%	\$2,494,897	\$1,103,793	44.2%
Planning	\$102,041	\$46,584	45.7%	\$107,756	\$52,776	49.0%
Fire	\$2,133,885	\$925,313	43.4%	\$2,217,676	\$1,057,710	47.7%
Municipal Court	\$174,344	\$80,668	46.3%	\$179,520	\$89,069	49.6%
Library	\$227,567	\$104,433	45.9%	\$235,940	\$110,811	47.0%
Senior Center	\$210,219	\$101,921	48.5%	\$209,858	\$102,011	48.6%
Streets	\$373,413	\$189,996	50.9%	\$395,989	\$200,706	50.7%
Sanitation	\$868,713	\$364,465	42.0%	\$910,713	\$394,983	43.4%
Support Services	\$787,590	\$347,445	44.1%	\$868,543	\$256,550	29.5%
Parks	\$239,919	\$139,804	58.3%	\$242,280	\$114,569	47.3%
Emergency Medical Service	\$167,362	\$85,354	51.0%	\$170,709	\$85,354	50.0%
Information Technology	\$122,146	\$76,247	62.4%	\$139,118	\$80,469	57.8%
Human Resources	\$131,812	\$59,051	44.8%	\$139,379	\$62,340	44.7%
Non Departmental	\$382,130	\$285,525	74.7%	\$396,330	\$258,198	65.1%
<b>Total Expenditures</b>	<b>\$9,918,226</b>	<b>\$4,600,996</b>	<b>46.4%</b>	<b>\$10,273,546</b>	<b>\$4,663,890</b>	<b>45.4%</b>
<b>Debt Payment (Quint)</b>	<b>\$71,250</b>	<b>\$71,032</b>	<b>99.7%</b>	<b>\$67,500</b>	<b>\$67,054</b>	<b>99.3%</b>
<b>PEG Reserves</b>				<b>\$6,700</b>	<b>\$0</b>	
<b>Transfers and Reserves</b>	<b>\$803,500</b>	<b>\$792,000</b>	<b>99%</b>	<b>\$792,000</b>	<b>\$801,019</b>	<b>101.1%</b>
<b>Use of Fund Balance Projects</b>	<b>\$1,082,987</b>	<b>\$379,914</b>	<b>35.1%</b>	<b>356,098</b>	<b>\$203,389</b>	<b>57.1%</b>

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**General Fund Expenditures, Transfers and One Time  
Fund Balance Outlays  
2nd Quarter FY 2021  
Total \$5,735,351**



**General Government**

City Council, City Manager, City Secretary, Information Technology, Human Resources and Finance

**Community Development**

Building Services, Code Enforcement, Streets, Parks, Planning

**Community Services**

Municipal Court, Library, Senior Center, Sanitation

**Public Safety**

Police, Fire, Ambulance, Support Services, Animal Control

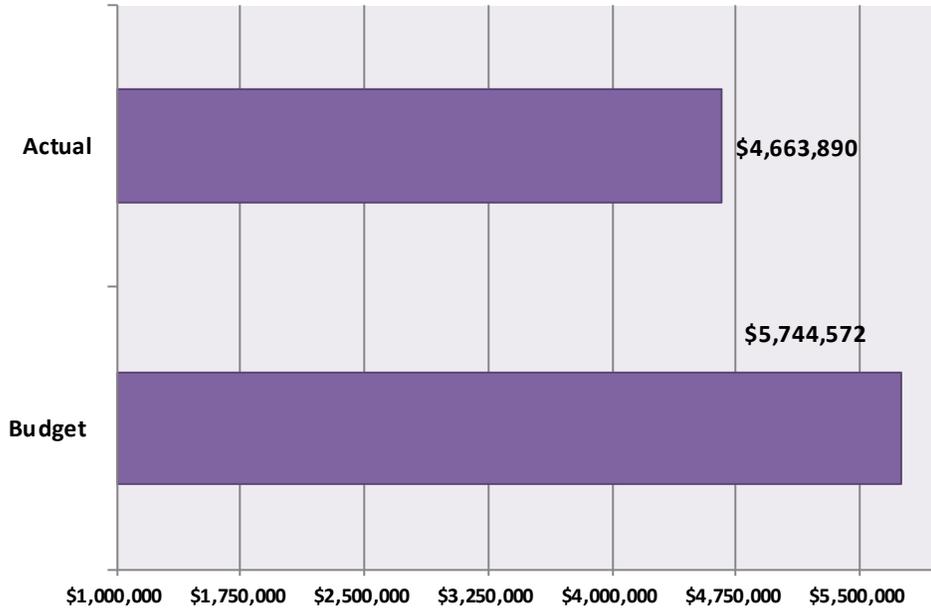
**Transfers/Reserves**

Transfers for Street Maintenance and Vehicle Replacement

**General Fund  
Use of Fund Balance Projects  
FY 2021**

	<u><b>Budget</b></u>	<u><b>Actual</b></u>
Patrol Vehicle Purchases	141,982.00	125,397.42
Police Equipment	12,742.00	3,594.00
Park Facilities		
Animal Services Building Improvement	-	
Street Equipment		
SEDC Quality of Life Projects	100,000.00	
Property Tax 400 Malloy		5,136.52
Firefighting Equipment	62,795.00	62,669.00
Capital Outlay - Computer Equipment	8,579.00	6,591.58
Emergency Siren Placement	25,000.00	
Tuition Reimbursement Program	5,000.00	
Transportation Shelter Concrete Pad		
<b>Total</b>	<u><u><b>356,098.00</b></u></u>	<u><u><b>203,388.52</b></u></u>

## Year to Date Expenditure Comparison General Fund



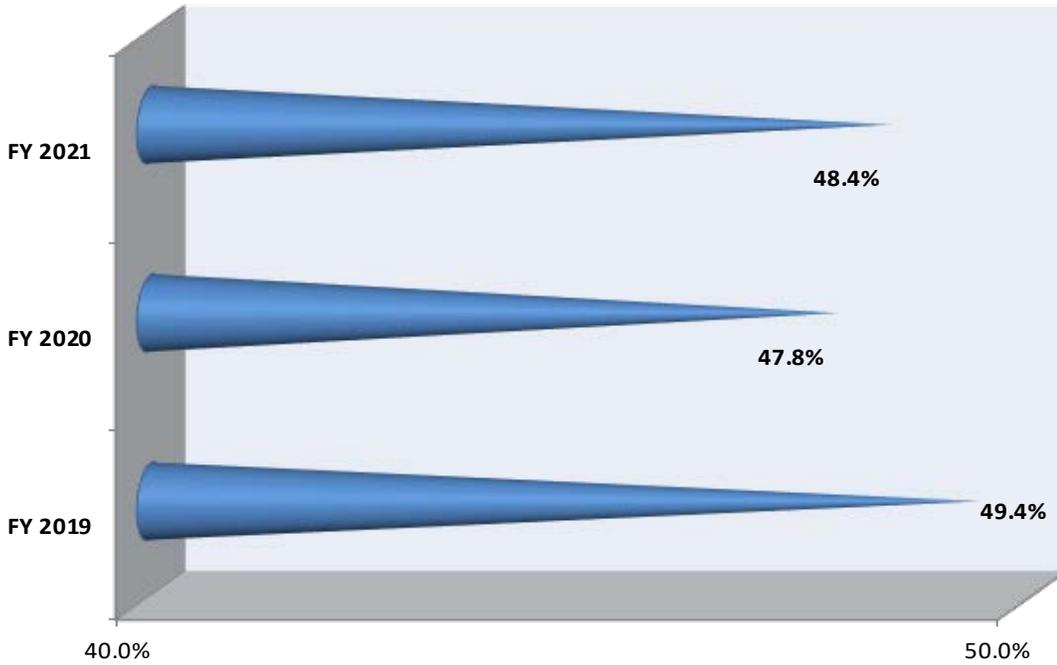
**WATER AND SEWER FUND  
SUMMARY OF REVENUES AND EXPENDITURES  
AS OF 3/31/21  
50% OF BUDGET YEAR**

	<b>Budget</b>	<b>Year to Date</b>	<b>% tage of Budget</b>
<b>REVENUES:</b>			
Water Sales	\$3,693,520	\$1,788,148	48.4%
Sewer Sales	3,276,490	1,625,706	49.6%
All Other	<u>278,442</u>	<u>260,594</u>	93.6%
<b>TOTAL REVENUES</b>	<b>\$7,248,452</b>	<b>\$3,674,449</b>	<b>50.7%</b>
<b>EXPENDITURES:</b>			
Water Services	\$2,394,387	\$982,788	41.0%
Sewer Services	2,677,059	1,350,838	50.5%
Debt Service Transfer	1,136,605	568,302	50.0%
Non Departmental	112,795	137,338	121.8%
All Other	<u>449,202</u>	<u>222,178</u>	49.5%
<b>TOTAL EXPENDITURES</b>	<b>\$6,770,048</b>	<b>\$3,261,446</b>	<b>48.2%</b>
Use of Reserve	\$2,156,148	\$609,796	28.3%
Transfers Out	352,304	176,152	50.0%

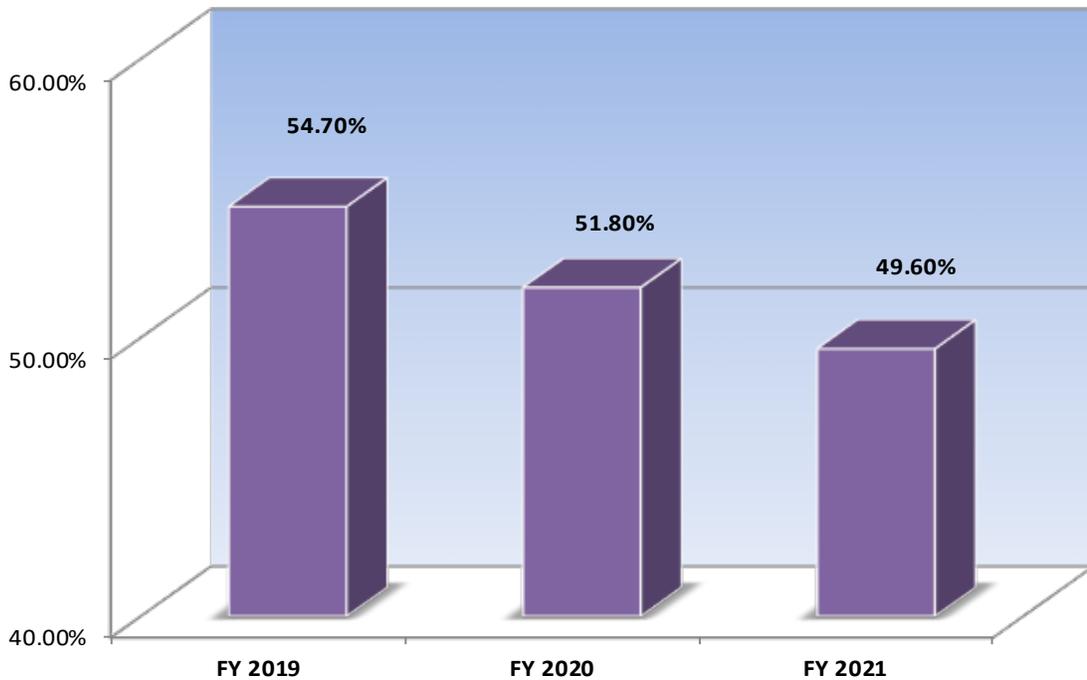
**WATER AND SEWER FUND  
SUMMARY OF REVENUES AND EXPENDITURES  
FOR FISCAL YEAR 2020-21  
AS OF 3/31/21  
50.00 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
<b>Revenues:</b>						
Water Sales	\$3,693,520	\$1,764,868	47.8%	\$3,693,520	\$1,788,148	48.4%
Sewer Service	\$3,276,490	\$1,696,716	51.8%	\$3,276,490	\$1,625,706	49.6%
Outside Contractor Tap Fees	\$0	\$13,600	0.0%		\$32,425	0.0%
Penalties and Interest	\$135,000	\$86,230	63.9%	\$135,000	\$111,683	82.7%
Pretreatment Sewer Revenue	\$49,888	\$25,322	50.8%	\$57,442	\$28,721	50.0%
Reconnection Fees	\$50,000	\$27,765	55.5%	\$50,000	\$9,050	18.1%
Meter Installation	\$5,000	\$1,000	20.0%	\$5,000	\$11,296	225.9%
Online Payment Fee	\$7,500	\$4,490	59.9%	\$7,500	\$4,833	64.4%
Interest Earnings	\$22,500	\$11,661	51.8%	\$22,500	\$6,005	26.7%
Miscellaneous	\$1,000	\$2,536	253.6%	\$1,000	\$786	78.6%
Bank and NSF Fees	\$0	\$810	0.0%	\$0	\$450	0.0%
Water Tap Fees	\$0	\$6,000	0.0%		\$15,100	0.0%
Sewer Tap Fees	\$0	\$5,200	0.0%		\$13,100	0.0%
Transfer from Covid Relief				\$0	\$27,145	0.0%
<b>Total Revenues</b>	<b>\$7,240,898</b>	<b>\$3,646,197</b>	<b>50.4%</b>	<b>\$7,248,452</b>	<b>\$3,674,449</b>	<b>50.7%</b>
<b>Expenditures:</b>						
Utility Administration	\$185,199	\$86,697	46.8%	\$196,760	\$92,252	46.9%
Water Services	\$2,316,951	\$807,313	34.8%	\$2,394,387	\$982,788	41.0%
Sewer Services	\$2,545,735	\$770,224	30.3%	\$2,677,059	\$1,350,838	50.5%
Customer Services	\$225,850	\$105,131	46.5%	\$252,442	\$129,926	51.5%
Non Departmental	\$136,091	\$77,059	56.6%	\$112,795	\$137,338	121.8%
Debt Service Transfer	\$1,135,900	\$111,267	9.8%	\$1,136,605	\$568,302	50.0%
<b>Total Expenditures</b>	<b>\$6,545,726</b>	<b>\$1,957,692</b>	<b>29.9%</b>	<b>\$6,770,048</b>	<b>\$3,261,446</b>	<b>48.2%</b>
<b>Transfers Out</b>	<b>\$352,304</b>	<b>\$176,152</b>	<b>50.0%</b>	<b>\$352,304</b>	<b>\$176,152</b>	<b>50.0%</b>
<b>Capital Outlay - Other Equip</b>						
Sewer and storm sewer trailer camera setup			0.0%	\$174,749	\$174,292	99.7%
Dean Kubota Skid-steer			0.0%	\$65,774	\$70,724	107.5%
Cityworks System	\$18,925	\$17,190	90.8%	\$18,925	\$17,190	90.8%
City Center Project	\$0		0.0%		\$37,500	0.0%
EPA Mandates				\$54,000	\$9,215	17.1%
Vehicles	\$68,000	\$58,338	85.8%	\$68,000		0.0%
Northern Basin Interceptor Eng				\$864,700	\$257,701	29.8%
Capital Projects	\$1,845,808	\$248,733	13.5%	\$800,000		0.0%
Lift Station Condition Assessment	\$128,895	\$10,296	93.3%	\$110,000	\$43,174	39.2%

### Water Revenue as a % of Budget 50% of the Fiscal Year



### Sewer Revenue as a % of Budget 50% of the Fiscal Year



**OTHER FUNDS: FINANCIAL SUMMARY  
FOR FISCAL YEAR 2020-21  
AS OF 3/31/21  
50.00% of Budget Year**

FUND #	FUND NAME	FY 2020 ACTUAL YEAR-TO-DATE REVENUES	FY 2021 ANNUAL REVENUE BUDGET	FY 2021 ACTUAL YEAR-TO-DATE REVENUES	FY 2020 ACTUAL YEAR-TO-DATE EXPENDITURES	FY 2021 ANNUAL EXPENDITURE BUDGET	FY 2021 ACTUAL YEAR-TO-DATE EXPENDITURES
<b>ENTERPRISE FUNDS</b>					<b>ENTERPRISE FUNDS</b>		
21	W&S Debt Service	\$111,641	\$1,136,605	\$568,324	\$70,855	\$1,136,605	\$700,785
22	W&S Improvements	\$2,053,539	\$800,000	\$3,348	\$1,342,544	\$1,005,000	\$568,263
61	Storm Water	\$113,181	\$238,665	\$117,515	\$124,216	\$65,260	\$57,323
<b>SPECIAL REVENUE FUNDS</b>					<b>SPECIAL REVENUE FUNDS</b>		
32	Miscellaneous Grants	\$9,154	\$1,150	\$1,709	\$7,762	\$1,150	\$1,005
35	Recycle Revenue Fund	\$483	\$750		\$585	\$550	
36	Municipal Court	\$7,316	\$9,500	\$8,975	\$7,401	\$7,972	\$7,394
38	Park Development	\$0	\$600		\$0		
39	Hotel Motel Fund	\$4,694	\$25,000	\$12,936	\$383	\$25,000	
42	Park Maintenance	\$2,000	\$5,000		\$0	\$0	
45	Animal Shelter	\$1,602	\$3,000	\$1,827	\$0	\$3,000	
46	Animal Shelter Building	\$1	\$2	\$1	\$0	\$0	
47	Vehicle Replacement Fund	\$42,000	\$44,500	\$45,605	\$0	\$38,813	
48	Technology Replacement	\$17,500	\$17,500	\$17,500	\$9,044	\$17,500	\$9,510
50	TLEOSE	\$1,963	\$2,000	\$1,875	\$0	\$1,000	\$2,541
75	COVID		\$0	\$708,124			\$390,010
77	Megatel Homes Reimb			\$50,000			
<b>DEBT SERVICE FUND</b>					<b>DEBT SERVICE FUND</b>		
2	General Debt Service	\$478,128	\$838,759	\$897,964	\$221,904	\$869,363	\$250,147
<b>CAPITAL PROJECTS</b>					<b>CAPITAL PROJECTS</b>		
43	Street Maintenance	\$751,567	\$703,781	\$681,337	\$273,287	\$600,000	\$706,094
44	2019 Street Projects	\$31,540	\$25,000	\$1,494	\$118,248	\$2,234,955	\$617,331
54	2nd Fire Station	\$0		\$83,184	\$51,823	\$1,088,121	\$608,794
64	Police Station CIP						\$1,175
65	Emergency Communication System	\$1,958	\$0	\$34	\$130,335	\$0	\$74,166

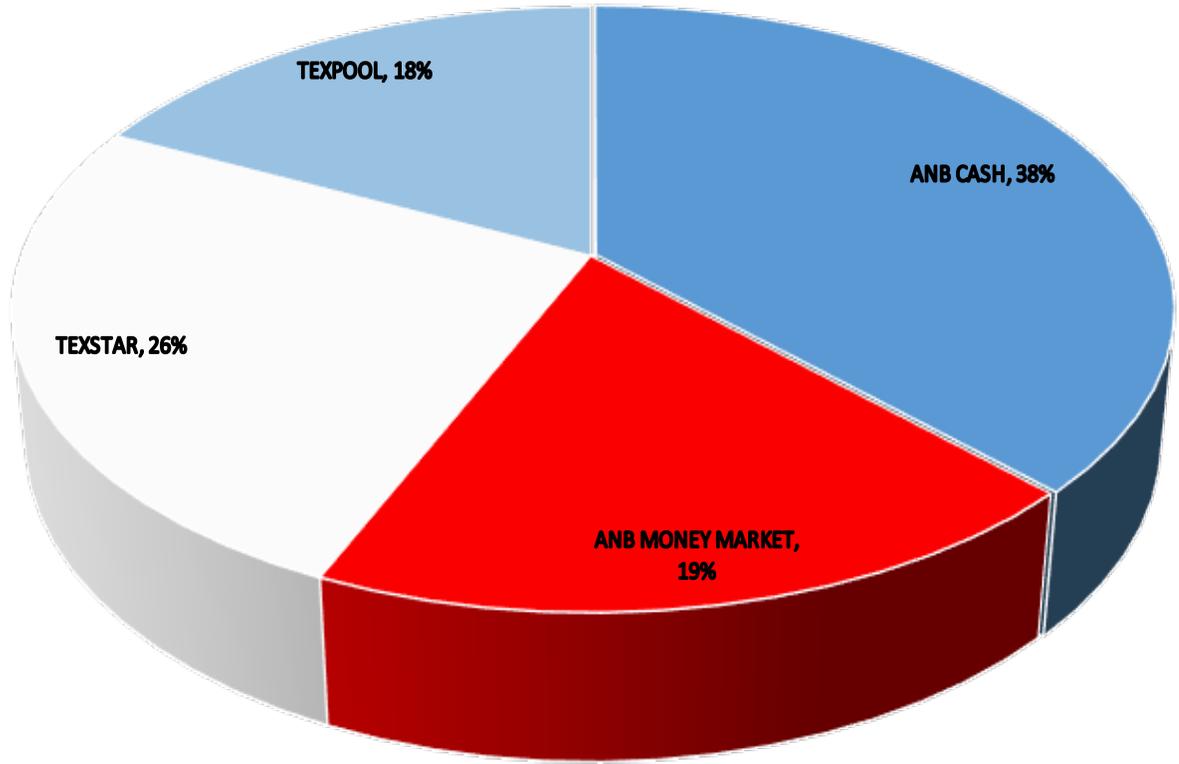
**CITY OF SEAGOVILLE**

**CASH REPORT**

**2nd QUARTER FY 2021**

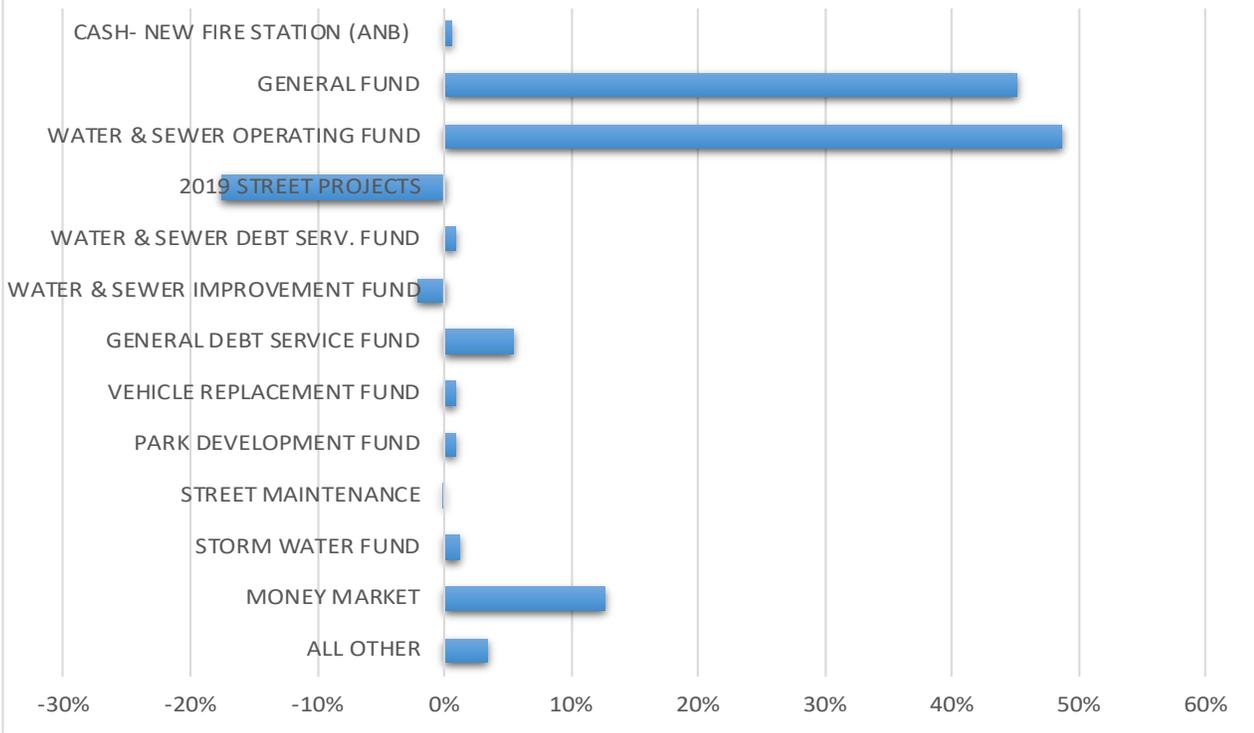
<b>Bank Acct#</b>	<b>Bank Account Name</b>	<b>ACCT BALANCE AS OF DEC 31, 2020</b>	<b>CHANGES</b>	<b>ACCT BALANCE AS OF MAR 31, 2021</b>
4600543237	SMART METER ACCOUNT MONEY MKT	1,813,442.02	1,513.28	1,814,955.30
*5157	GENERAL FUND MONEY MARKET ACCT	754,325.81	651.18	754,976.99
*5181	W&S MONEY MARKET ACCT	1,005,767.75	868.24	1,006,635.99
800008997	ANB Group Insurance Trust Bank	56.98	0.30	57.28
800000838	ANB PAYROLL FUND	12,664.63	216,571.22	229,235.85
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4600016705	ANB PEG	106,114.73	13.08	106,127.81
800007205	ANB PRIMARY	6,414,592.44	289,566.92	6,704,159.36
800013104	ANB ANIMAL SHELTER OPERATIONS	4,497.37	0.56	4,497.93
<b>TOTALS</b>	<b>CASH ACCOUNTS</b>	<b>10,144,167.08</b>	<b>509,188.81</b>	<b>10,653,355.89</b>
572915620	TEXSTAR- FY 2015 BONDS	172,715.90	16.14	172,732.04
572920190	TEXSTAR- 2019 BONDS	4,580,706.90	344.02	4,581,050.92
572920191	TEXSTAR- 2019 EMERGENCY COM SYS	103,220.59	9.66	103,230.25
449/1291300001	TEXPOOL-GENERAL FUND	1,597,619.19	185.78	1,597,804.97
449/1291300003	TEXPOOL-WATER AND SEWER	1,352,347.28	157.23	1,352,504.51
449/1291300004	TEXPOOL-WATER DEPOSIT FUND	325,289.37	62.21	325,351.58
449/1291300006	TEXPOOL-GOVT DEBT SVC	11,759.48	2.26	11,761.74
449/1291300007	TEXPOOL-WATER AND SEWER DEBT SVC	53,789.72	10.15	53,799.87
<b>TOTALS</b>	<b>INVESTMENT ACCOUNTS</b>	<b>8,197,448.43</b>	<b>787.45</b>	<b>8,198,235.88</b>
<b>GRAND TOTAL</b>		<b>\$ 18,341,615.51</b>	<b>\$ 509,976.26</b>	<b>\$ 18,851,591.77</b>

### % OF TOTAL CASH

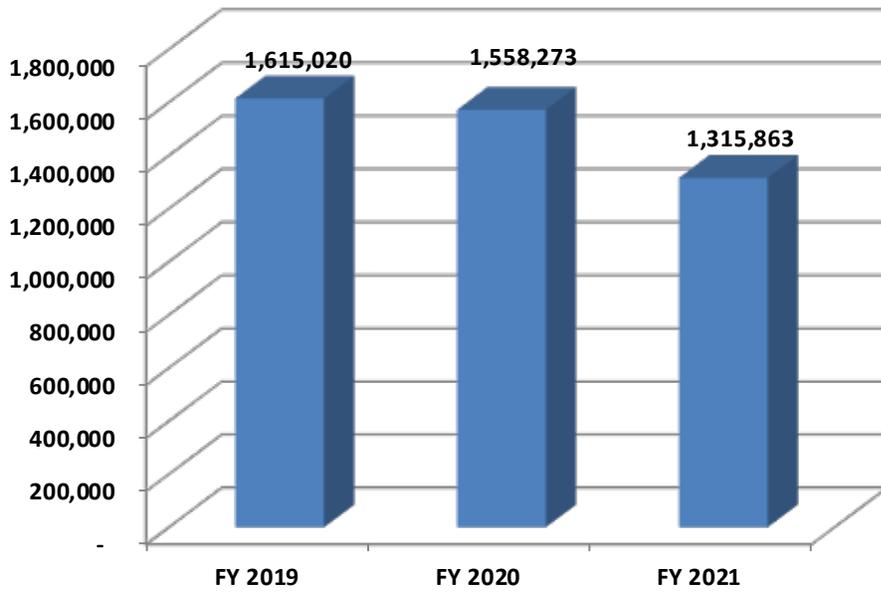


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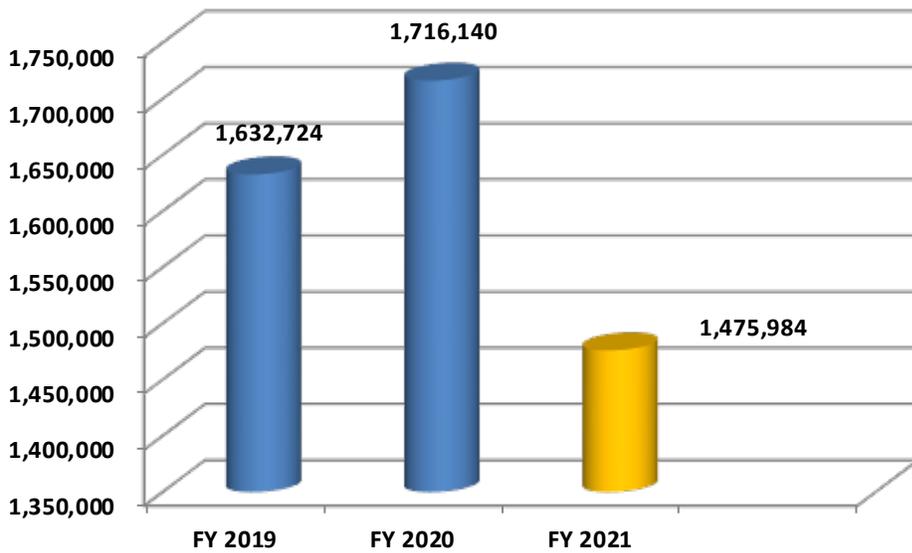
### % OF CASH BALANCE



### SEDC Cash Position



### SEDC Financial Reserve

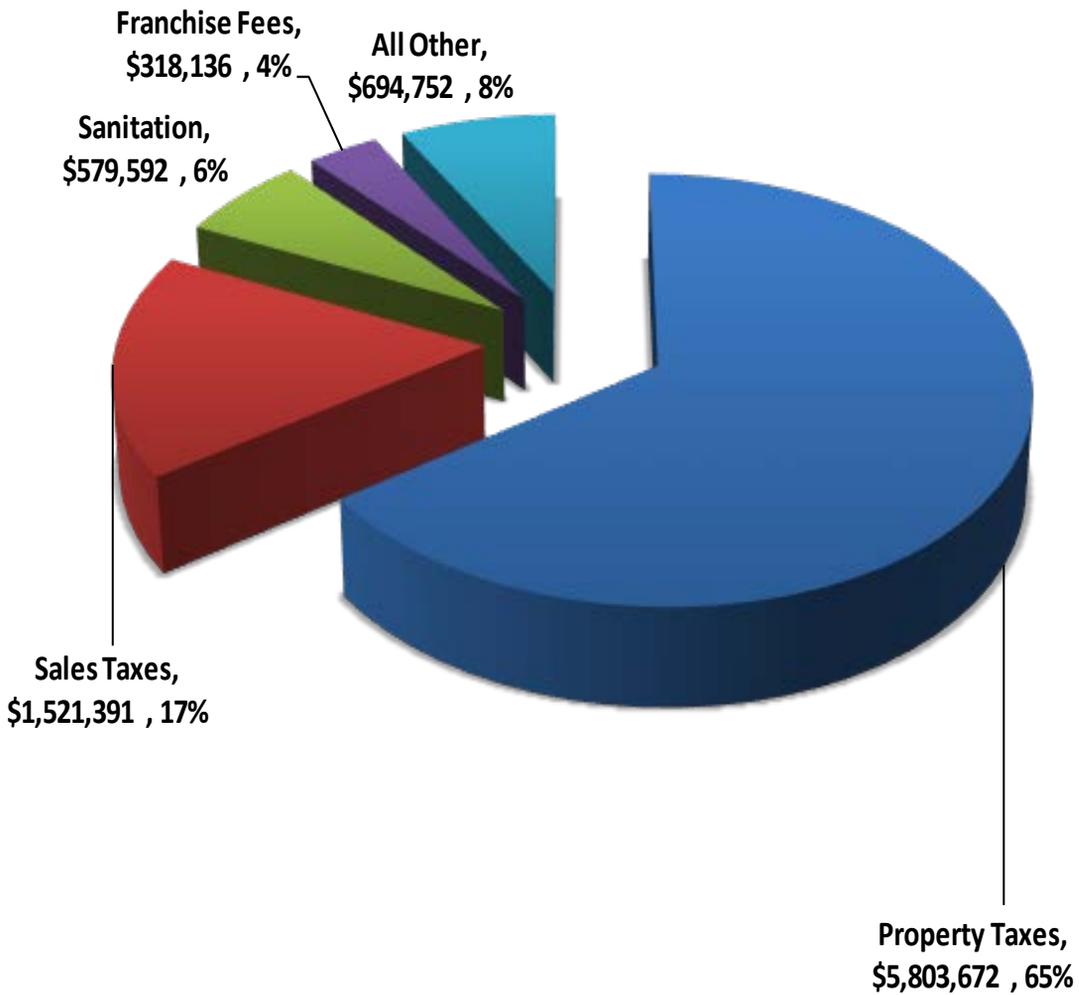




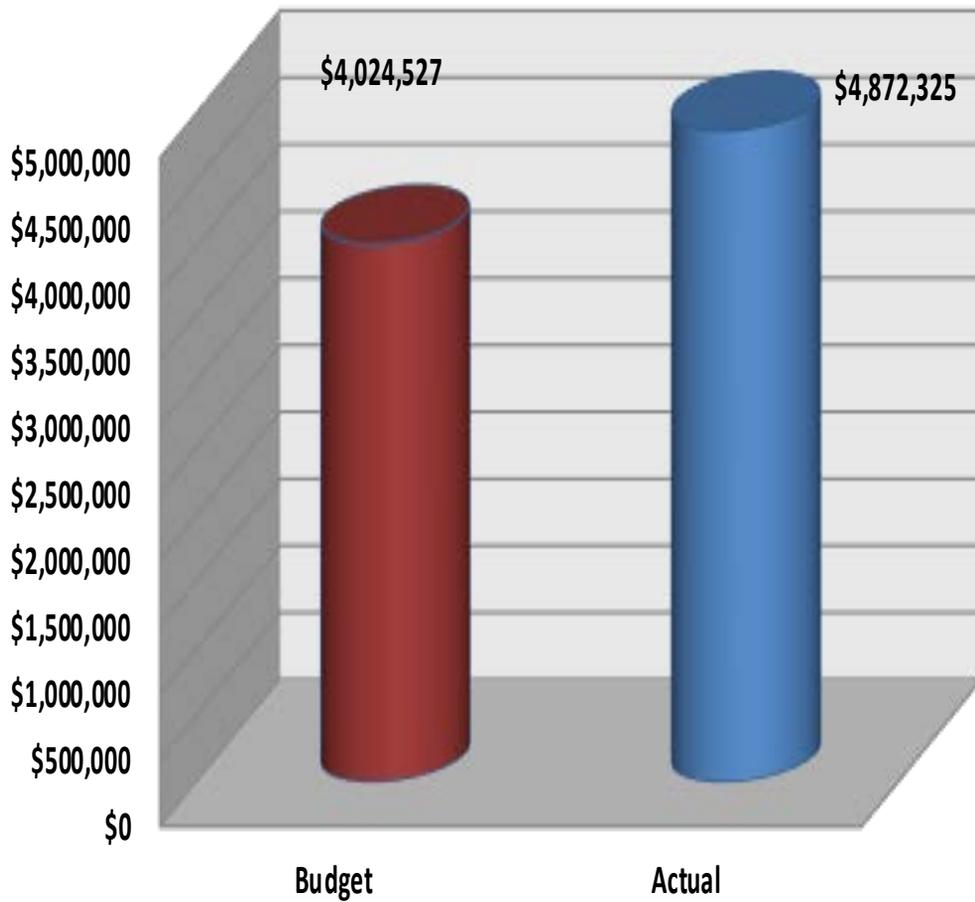
# **2021 Financials**

## **March 2021**

**General Fund Revenues  
2nd Quarter, FY 2021  
Total \$8,917,544**



## Year to Date Revenue Comparison General Fund

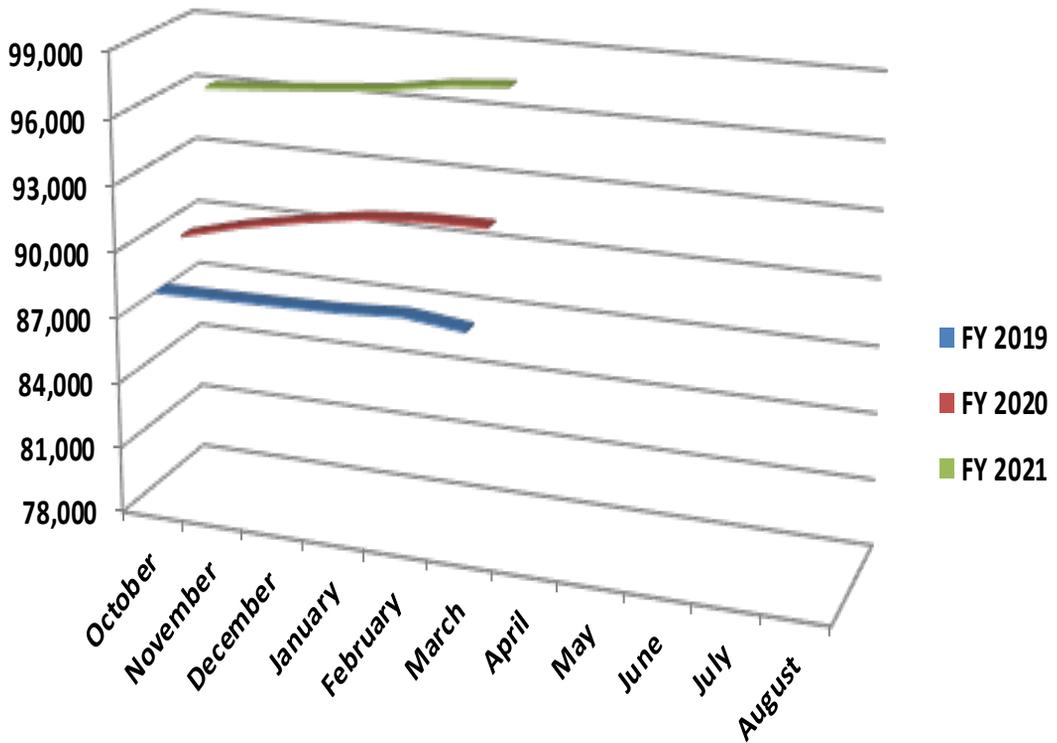


## General Fund Sales Tax Comparison



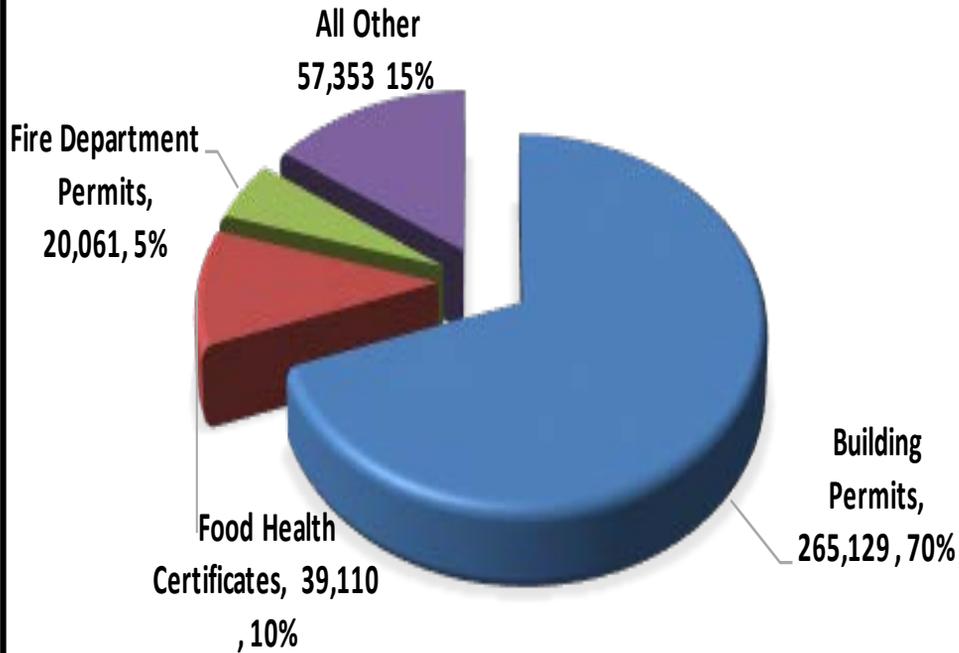
	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>Three Year Average</b>
OCT	138,378.74	149,232.47	156,466.05	148,025.75
NOV	173,057.45	171,421.83	165,176.32	169,885.20
DEC	201,730.66	158,776.26	158,595.92	173,034.28
JAN	142,638.91	135,551.38	163,822.10	147,337.46
FEB	178,469.13	199,771.70	212,017.52	196,752.78
MAR	134,151.31	134,785.46	157,843.43	142,260.06

# Three Year Comparison of Sanitation Revenue



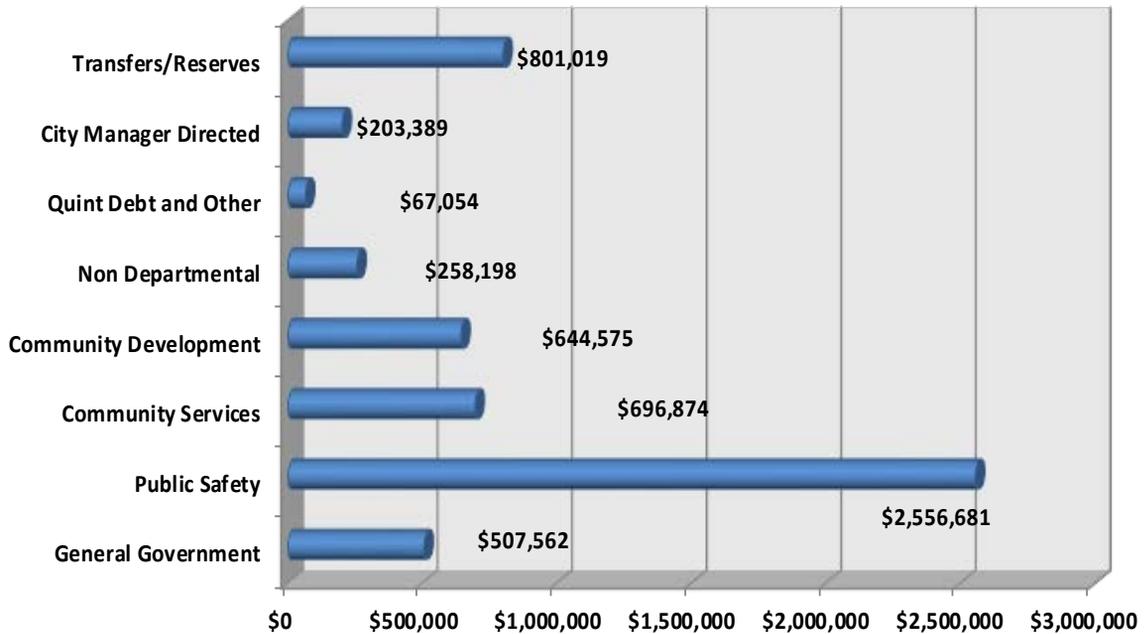
The City's third largest revenue source after Property and Sales taxes.

## Permits and Fees FY 2021 To Date



Permits and Fees are revenues generated by City oversight of a broad range of community development activities. Total permit and fees increased by \$214,767 YTD and continue to rise as developers continue to build in the City.

**General Fund Expenditures, Transfers and One Time  
Fund Balance Outlays  
2nd Quarter FY 2021  
Total \$5,735,351**



**General Government**

City Council, City Manager, City Secretary, Information Technology, Human Resources and Finance

**Community Development**

Building Services, Code Enforcement, Streets, Parks, Planning

**Community Services**

Municipal Court, Library, Senior Center, Sanitation

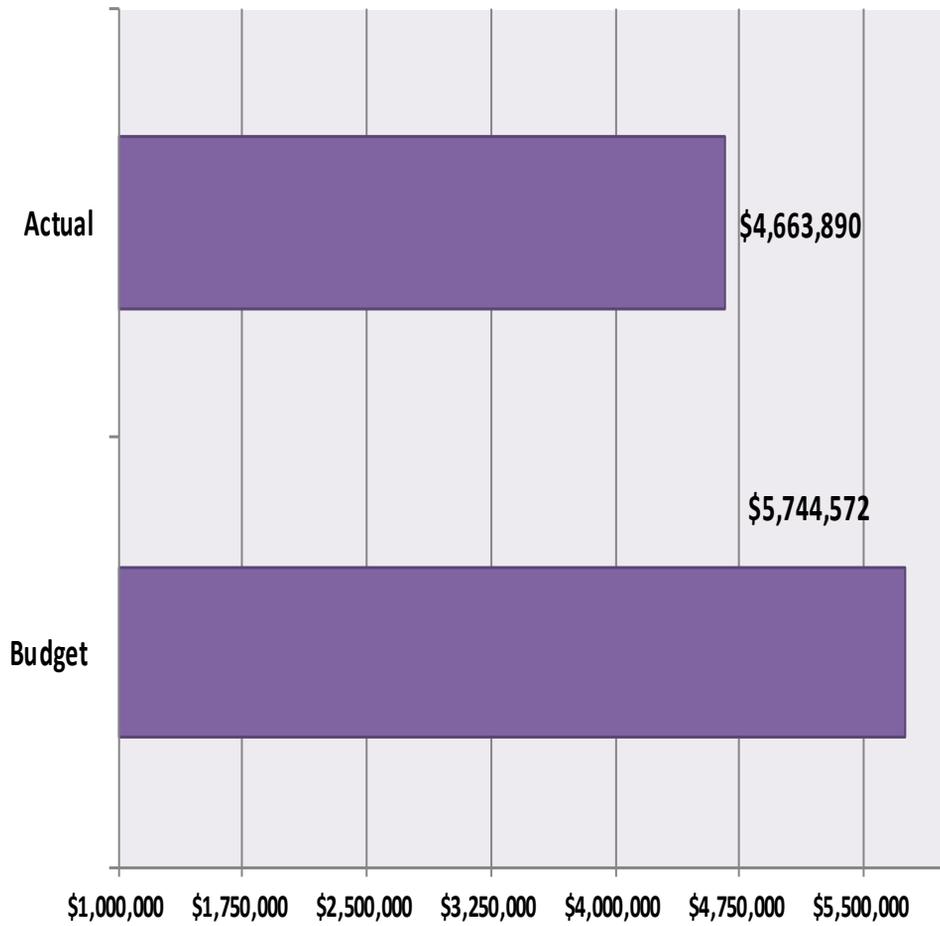
**Public Safety**

Police, Fire, Ambulance, Support Services, Animal Control

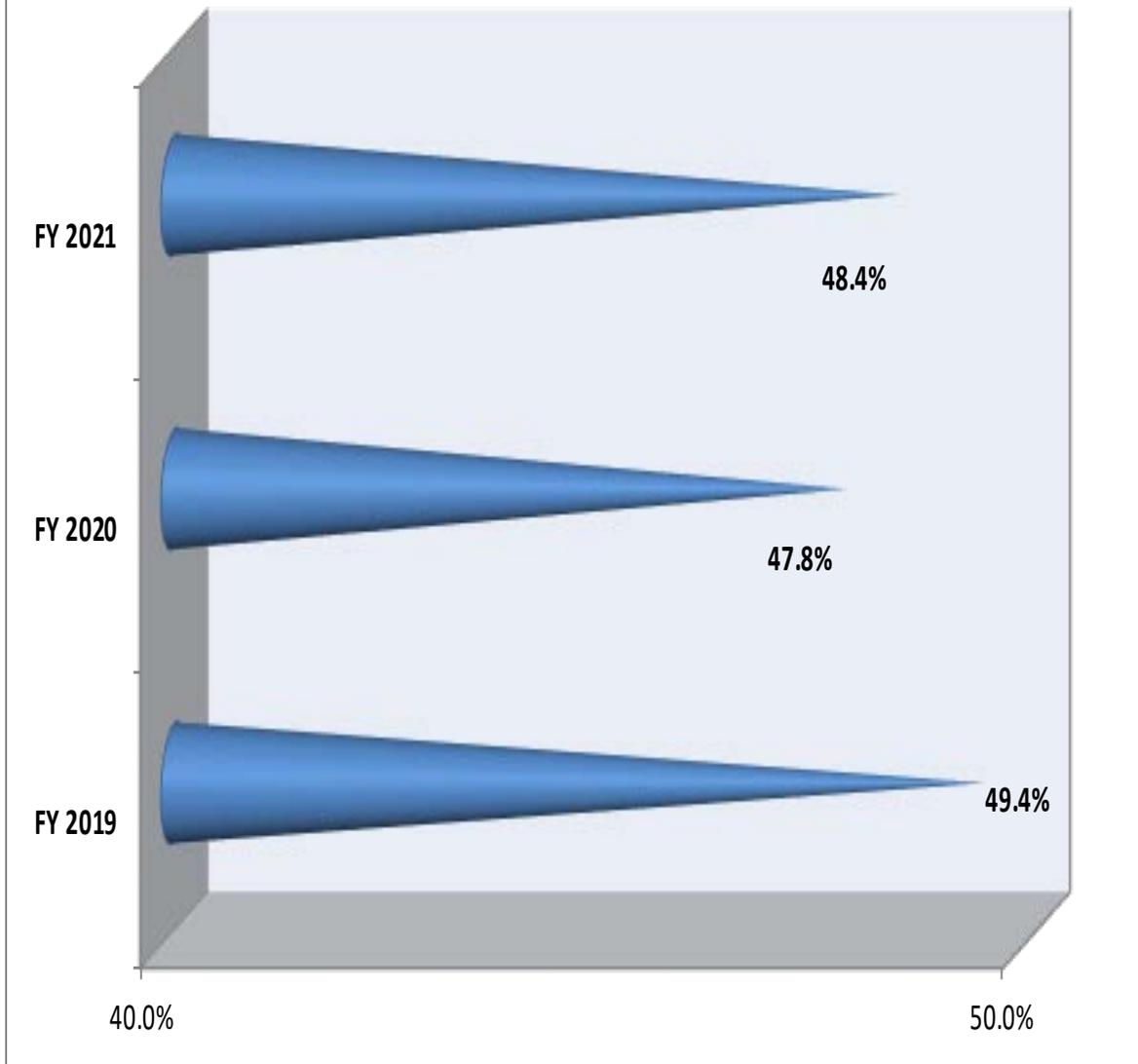
**Transfers/Reserves**

Transfers for Street Maintenance and Vehicle Replacement

# Year to Date Expenditure Comparison General Fund

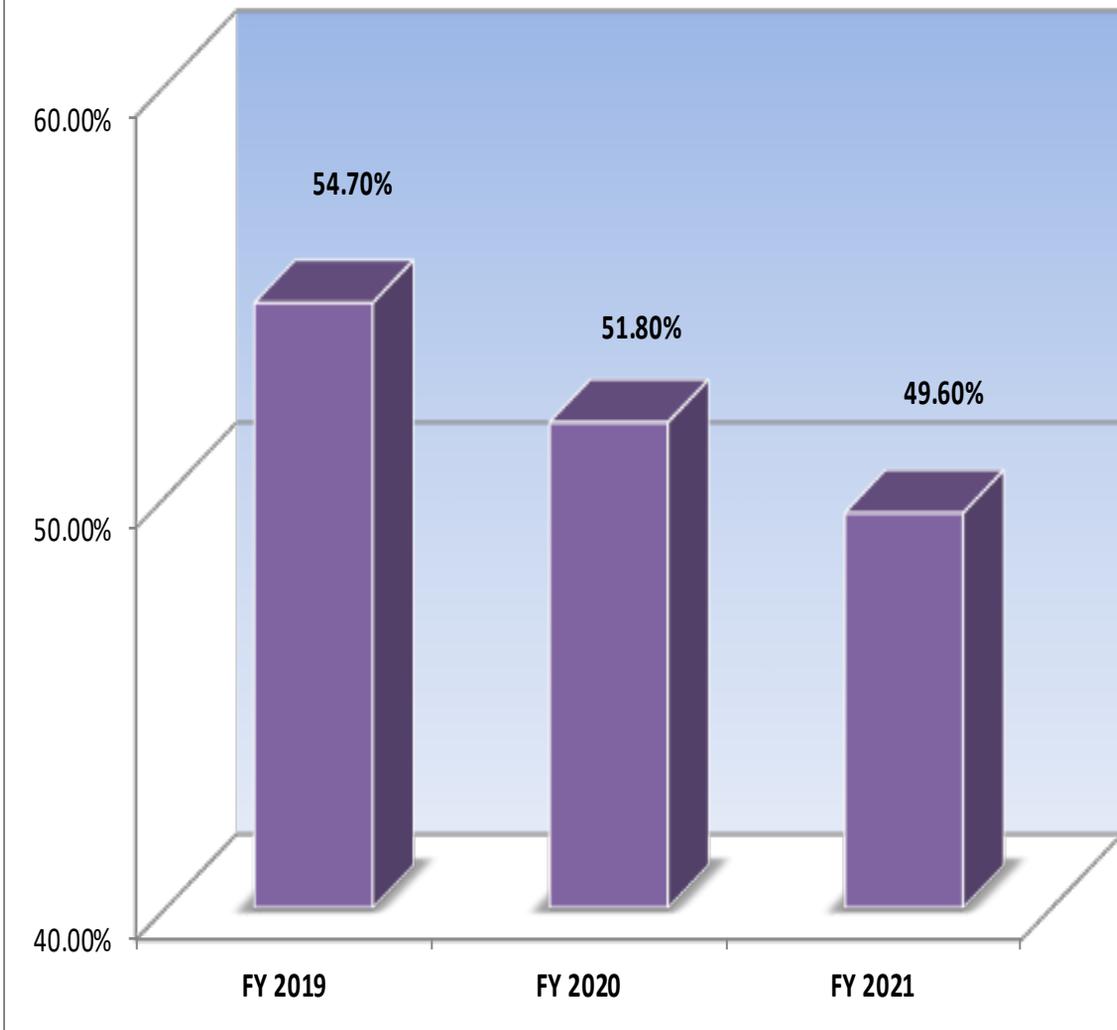


## Water Revenue as a % of Budget 50% of the Fiscal Year



**The current water revenue is slightly below budget for this fiscal year.**

## Sewer Revenue as a % of Budget 50% of the Fiscal Year



**The current year sewer revenue is within FY2021 budget expectations.**

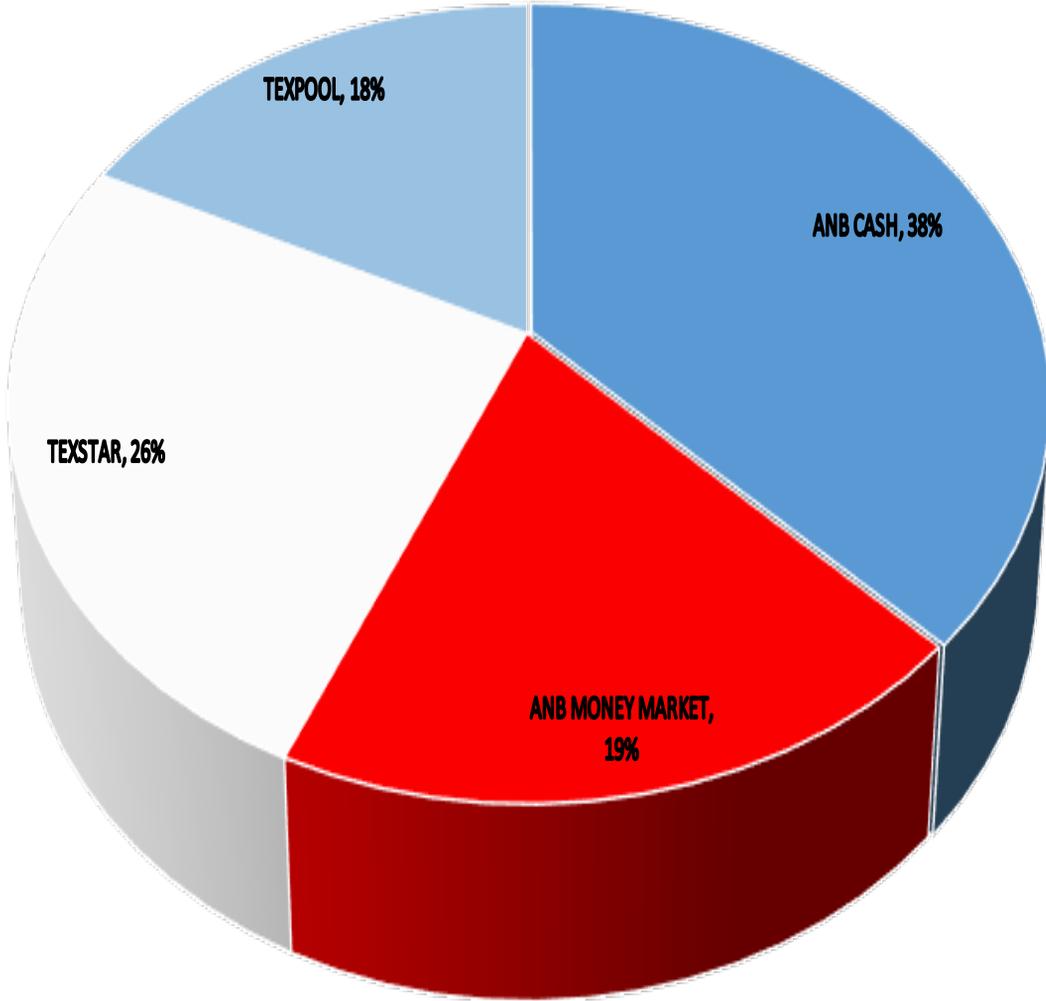
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**CASH REPORT**

**2nd QUARTER FY 2021**

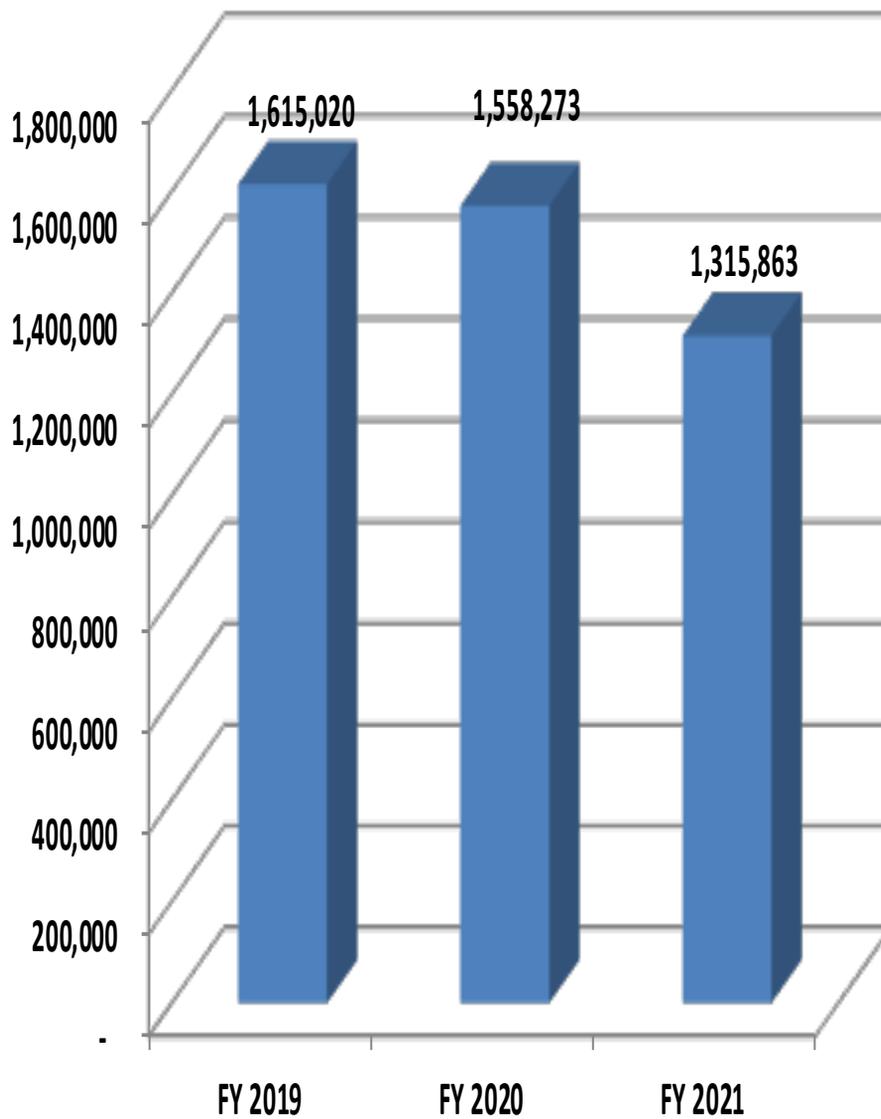
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# % OF TOTAL CASH

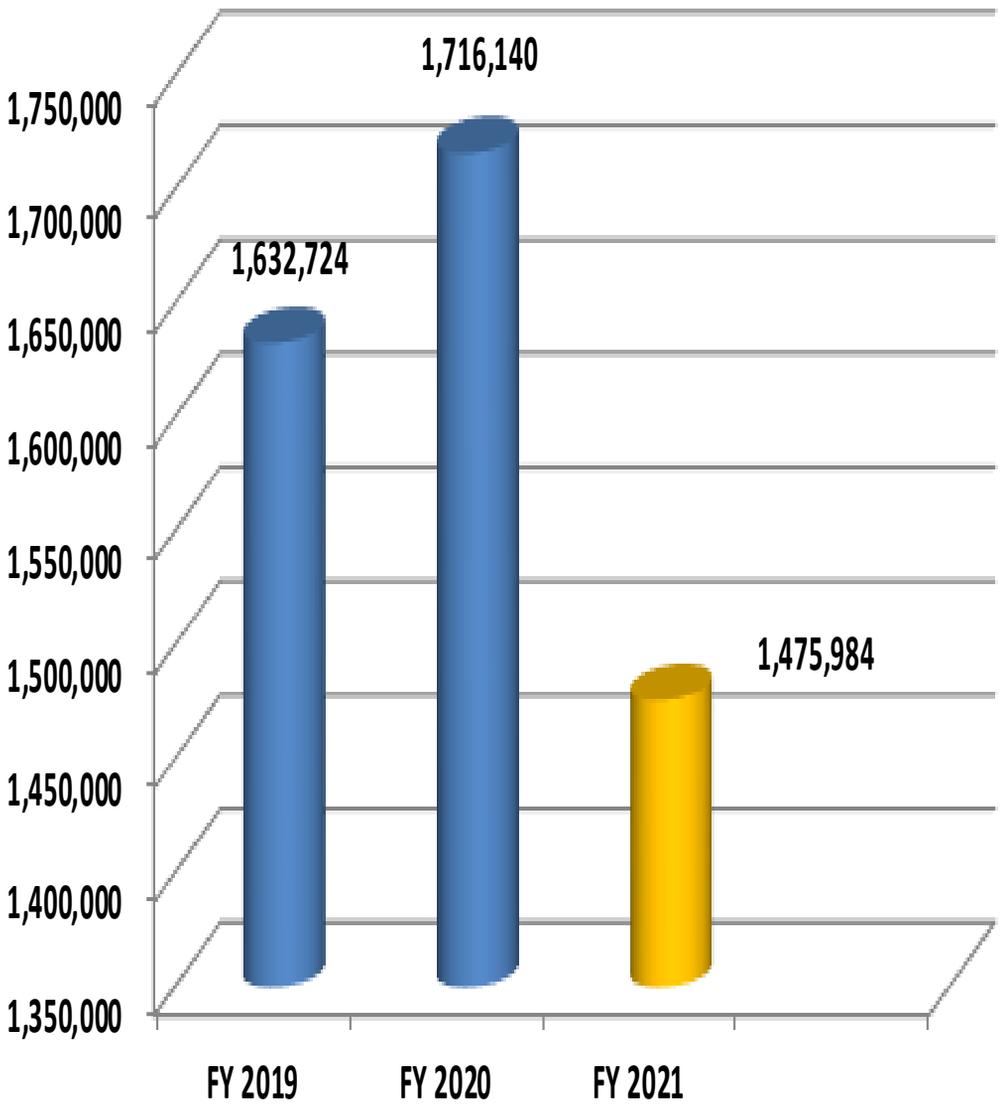


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# SEDC Cash Position



# SEDC Financial Reserve



## ***Regular Session Agenda Item: 7***

**Meeting Date: May 17, 2021**

### **ITEM DESCRIPTION:**

Receive presentation on the concept plan, renderings and/or budget for the design build of the new Police facility from Alan LaFon with Halff Associates.

### **BACKGROUND OF ISSUE:**

On or about January 25, 2021, the City Council approved an Agreement for Professional Engineering Services on a defined scope of services basis with Halff Associates for the purpose of providing Design Build RFP documents and program management services for the construction of the new Police Department Facility. Senior Project Manager, Alan Lafon and his team have worked on the concept floor plan and exterior design, along with a detailed scope of the project that gives Council a reliable estimate of the overall project and budget.

### **FINANCIAL IMPACT:**

\$5,650,000 (includes engineering, design, construction, and F.F.E.)

### **RECOMMENDATION:**

### **EXHIBITS:**

Power Point Presentation

CITY OF SEAGOVILLE

**RFQ CONCEPT DESIGN**

**SEAGOVILLE POLICE STATION**

---

17 MAY 2021

# PROJECT PROGRESS AND TIMELINE

1. Site Survey and Topo Complete
2. Geotechnical Testing Scheduled
3. 12" Water Line to Site Completed
4. Concept Design Complete
5. Council to Consider Budget Concerns
6. Council Approval of Concept Design Package
7. Draft RFQ for Design Build Contractor
8. Selection of DB Contractor
9. Council Approves DB Contract Award
10. Contract Award for Construction and Guaranteed Maximum Price
11. Construction (14-16 Months)



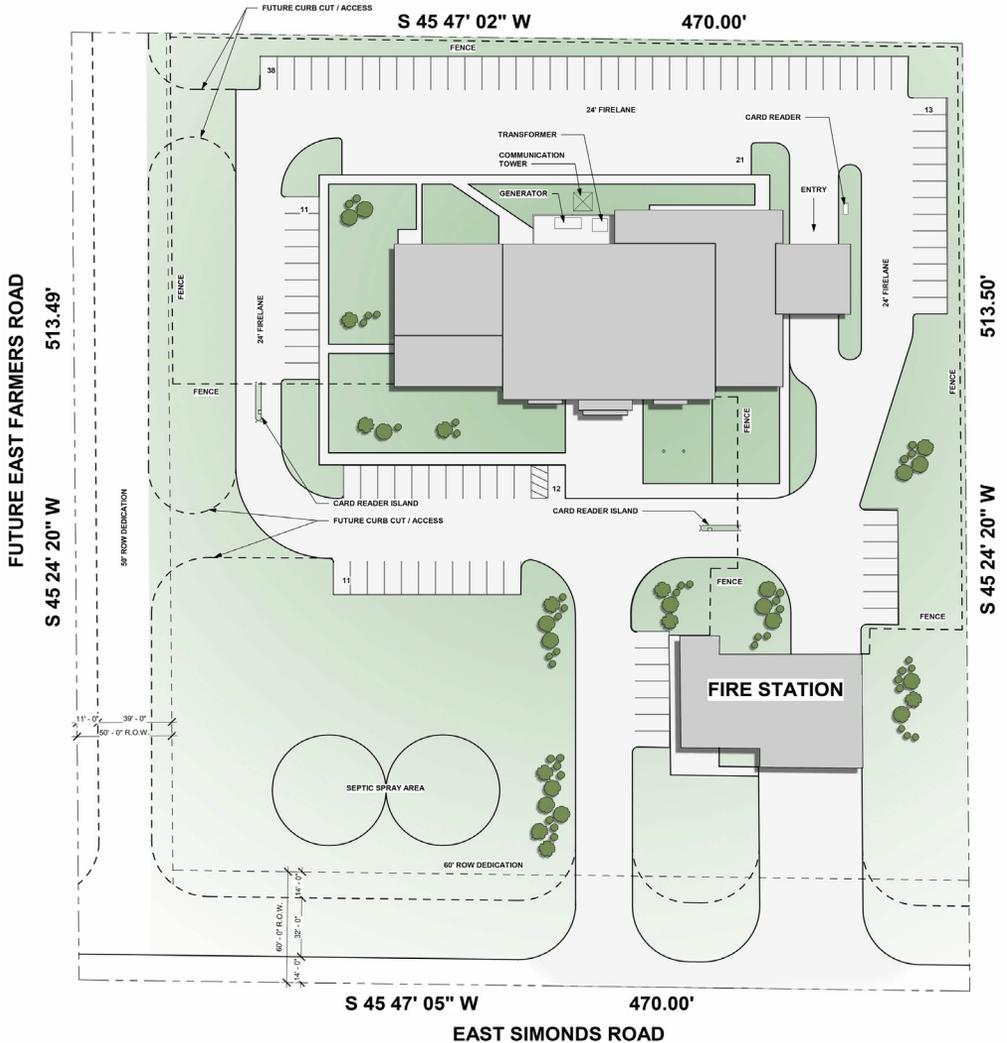
# RFQ DESIGN BUILD SCHEDULE

- Council Approval of Concept Plans and Project Budget 17 May, 2021
- Geotech and Survey Complete 18 June 2021
- Complete RFQ (Halff) 18 June 2021
- Advertise / Post RFQ 25 June 2021
- Pre-Submittal Conference 6 July 2021
- Completed RFQ Proposals Received 29 July 2021
- Selection of Proposed DB Contractor 16 Aug 2021
- Negotiate Contract w/ Selected DB
- Council Approval / Award of DB Contract 6 Sept 2021
- Design Build Construction Guaranteed Maximum Price and Final Design 8 Nov. 2021
- Project Substantial Completion Feb 2023  
2020 (18 months)





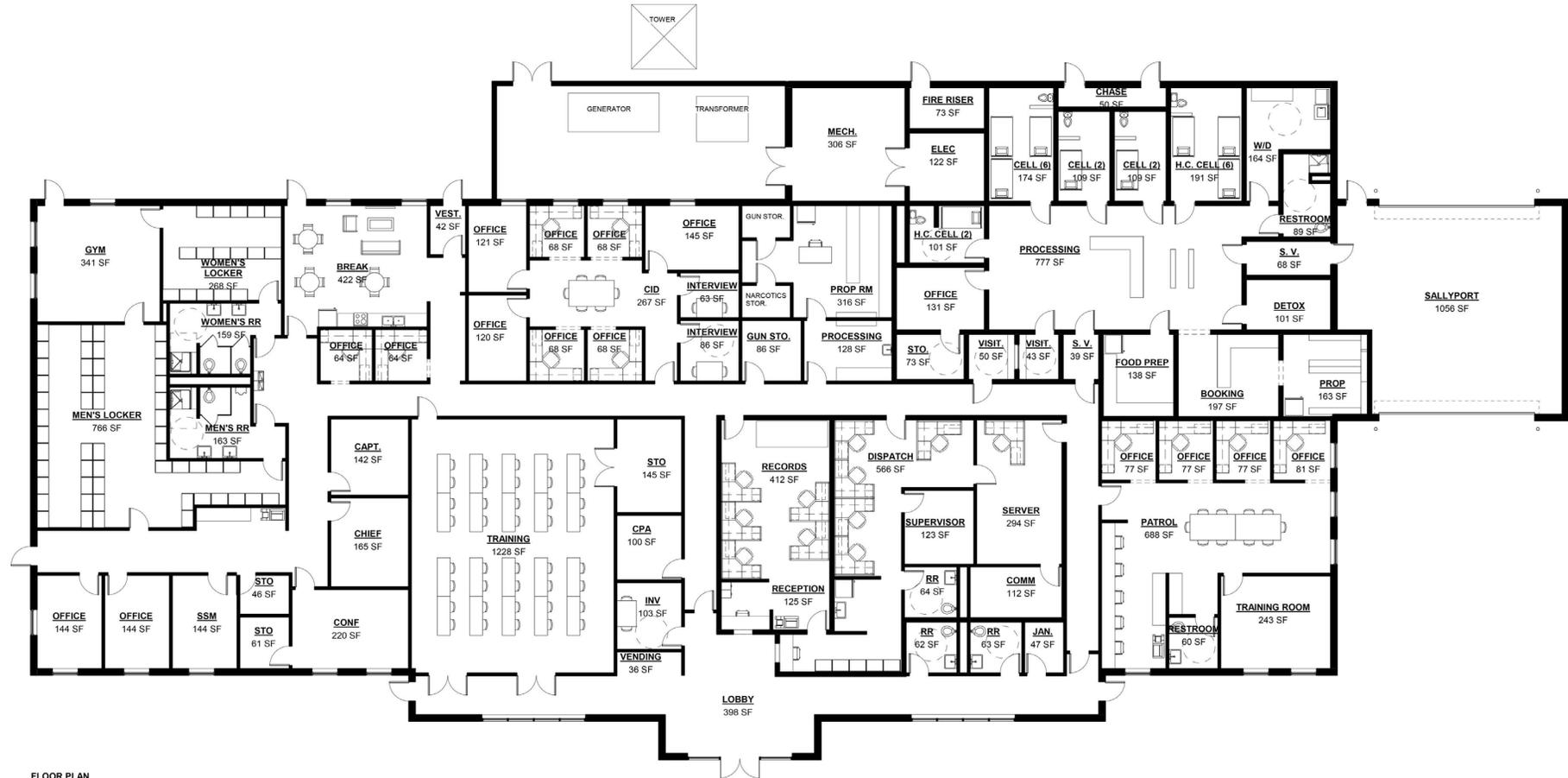
# CONCEPT SITE PLAN



**PARKING TOTALS**

VISITOR PARKING	20 SPACES
EMPLOYEE PARKING	46 SPACES
FLEET PARKING	40 SPACES

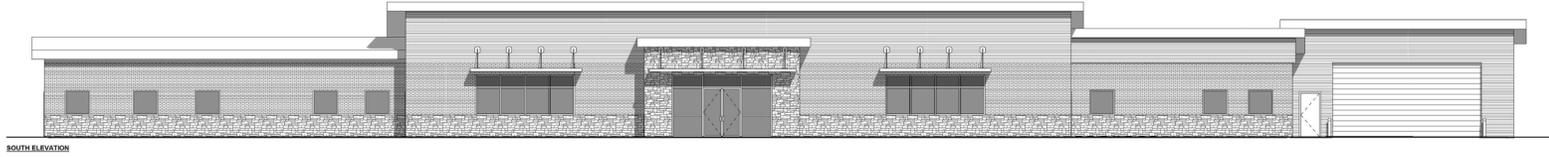




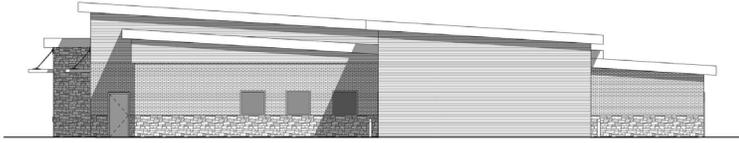
FLOOR PLAN  
18,493 sf



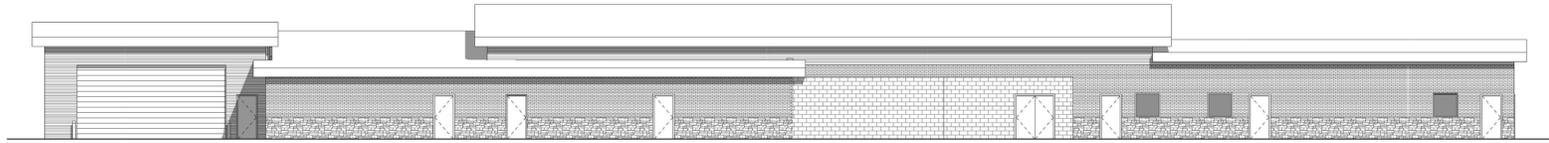




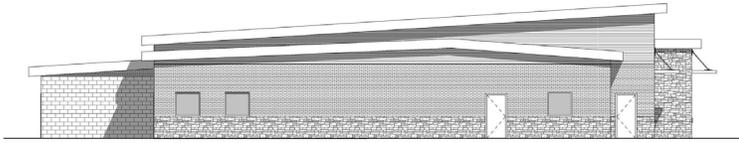
SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION

# SEAGOVILLE POLICE STATION BUDGET

- Building 18,500 SF @ \$230/ SF \$ 4.25 M
- Furnishings and Equipment \$ 800,000\*
- Program Management \$ 152,000
- Geotech and Survey \$ 15,596
- Contingency \$ 377,400\*\*
  
- **Total Budget \$5.6 M**
  
- **Concerns:**
  - Furnishings and Equipment Budget difficult to predict at this stage, so this is a budget that the PD will need to work with. Also the City may want to purchase FFE separate from the Design Build Contract.
  - Contingency: At this early stage is normally 20% to account for inflation and volatile market for construction and materials pricing.



# Questions and Concerns??

## ***Regular Session Agenda Item: 8***

**Meeting Date: May 17, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Ordinance 14-2020 which adopted the Operating Budget for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021 by (1) transferring \$152,000 from the General Operating Fund to Fund 64 Police Station Capital Project Fund, (2) transferring \$348,000 from Debt Service Fund to Fund 64 Police Station Capital Project Fund; and (3) transferring \$5,150,000 from Bond Proceeds Fiscal Year 2021 Police HQ Fund to Fund 64 Police Station Capital Project Fund; authorizing the City Manager to make said adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The City has received \$5,150,000 in bond proceeds from the City of Seagoville Texas Certificates of Obligation Series 2021 bond issuance and sales to be used for the purpose of design and construction of a new police facility in the City.

Half Associates has provided an estimate to the City of the total cost of design and construction of the new police facility at \$5,650,000.

City administration has recommended that the City Council approve the transfer of a total of \$5,650,000 into Operating Budget Fund 64 Police Station Capital Project Fund for payment of costs associated with the design and construction of the City's new Police Department facility, said funds to be transferred from the following sources: (1) \$152,000 from the General Operating Fund, (2) \$348,000 from the Debt Service Fund, and (3) \$5,150,000 from the Bond Proceeds Fiscal Year 2021 Police HQ.

### **FINANCIAL IMPACT:**

Revenues will be increased adding funding specifically for the Design Build of the New Police Station.

### **RECOMMENDATION:**

Staff Recommends approval

### **EXHIBITS**

Ordinance

**ORDINANCE NO. XX-2021**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING ORDINANCE 14-2020 WHICH ADOPTED THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021 BY (1) TRANSFERRING \$152,000 FROM THE GENERAL OPERATING FUND TO FUND 64 POLICE STATION CAPITAL PROJECT FUND, (2) TRANSFERRING \$348,000 FROM DEBT SERVICE FUND TO FUND 64 POLICE STATION CAPITAL PROJECT FUND; AND (3) TRANSFERRING \$5,150,000 FROM BOND PROCEEDS FISCAL YEAR 2021 POLICE HQ FUND TO FUND 64 POLICE STATION CAPITAL PROJECT FUND; AUTHORIZING THE CITY MANAGER TO MAKE SAID ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council approved the 2020-2021 Operating Budget by Ordinance 14-2020 on September 14, 2020 appropriating the necessary funds out of the general fund revenues, grants and other revenues for the maintenance and operation of various funds, departments, activities and improvements of the City; and

**WHEREAS**, City has received \$5,150,000 in bond proceeds from the City of Seagoville Texas Certificates of Obligation Series 2021 bond issuance and sales to be used for the purpose of design and construction of a new police facility in the City; and

**WHEREAS**, Halff Associates has provided an estimate to the City of the total cost of design and construction of the new police facility at \$5,650,000; and

**WHEREAS**, City administration has recommended that the City Council approve the transfer of a total of \$5,650,000 into Operating Budget Fund 64 Police Station Capital Project Fund for payment of costs associated with the design and construction of the City's new Police Department facility, said funds to be transferred from the following sources: (1) \$152,000 from the General Operating Fund, (2) \$348,000 from the Debt Service Fund, and (3) \$5,150,000 from the Bond Proceeds Fiscal Year 2021 Police HQ; and

**WHEREAS**, Texas Local Government Code § 102.010, "Changes in Budget for Municipal Purposes", allows a municipality to amend its budget as deemed necessary for municipal purposes; and

**WHEREAS**, upon full consideration of the matter, Council finds it in the best interest of the City of Seagoville to make such amendment to the budget adopted by Ordinance 14-2020;

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

**SECTION 1.** Ordinance 14-2020, adopted September 14, 2020 and approving the Operating Budget of the City for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021 be amended by (1) transferring \$152,000 from the General Operating Fund to Fund 64 Police Station Capital Project Fund, (2) transferring \$348,000 from the Debt Service Fund to Fund 64 Police Station Capital Project Fund; and (3) transferring \$5,150,000 from the Bond Proceeds Fiscal Year 2021 Police HQ Fund to Fund 64 Police Station Capital Project Fund, with said funds to be used to pay costs associated with the design and construction of a new Police facility within the City.

**SECTION 2.** All provisions of the ordinance of the City of Seagoville in conflict with provisions of this ordinance, be and the same are hereby repealed, and all other provisions of the ordinances of the City of Seagoville not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 3.** Should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same should not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on 17th day of May, 2021.

APPROVED:

\_\_\_\_\_  
DENNIS K. CHILDRESS MAYOR

ATTEST:

\_\_\_\_\_  
KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
VICTORIA W. THOMAS, CITY ATTORNEY  
(051221vwtTM122431)

## ***Regular Session Agenda Item: 9***

**Meeting Date: May 17, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider authorizing the City Manager to direct Halff Associates to proceed with completion of design-build bid documents and bid package for New Police Department facility and issuance of Request for Proposal related thereto.

### **BACKGROUND OF ISSUE:**

On or about January 25, 2021, the City Council approved an Agreement for Professional Engineering Services on a defined scope of services basis with Halff Associates for the purpose of providing Design Build RFP documents and program management services for the construction of the new Police Department Facility. Senior Project Manager, Alan LaFon and his team have worked on the design of the Facility, along with a detailed scope of the project, and, upon approval and authorization, is ready to proceed with completion of the design-build bid documents and bid package.

The appropriate budget adjustments have been brought forward for approval, essentially setting up and funding a New Police Department Capital Project Fund. The budget adjustments meet the budget recommendation from Mr. LaFon.

To move forward with the next step, Staff is requesting the City Council authorize the City Manager to direct Halff Associates to proceed with completion of design-build bid documents and bid package for New Police Department facility and issuance of Request for Proposal related thereto.

### **FINANCIAL IMPACT:**

### **RECOMMENDATION:**

### **EXHIBITS:**

## ***Regular Session Agenda Item: 10***

**Meeting Date: May 17, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving and authorizing the City Manager to sign the Dallas County New Directions In Public Safety Grant Interlocal Agreement and the Diversity Training Addendum thereto, said Agreement and Addendum to be in substantially the form of that attached hereto as Exhibits “A” and “B” respectively; authorizing acceptance of the Grant Funds provided thereunder; providing for the repeal of any and all Resolutions in conflict; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The Cities of Balch Springs, Mesquite, Seagoville and Sunnyvale applied for and received a \$900,000 New Directions In Public Safety Grant from Dallas County to implement a mental health response team that will be shared by the four (4) cities. In addition, this Grant will provide improved training and improved crisis response capabilities for first responders.

Mental health issues in our communities are at the forefront of daily interactions with first responders. The Grant provided by Dallas County will allow the aforementioned cities to create a crisis response team and provide mental health training for all first responders including E911 Telecommunicators. Approval of the attached Interlocal Agreement with Dallas County provides approximately two (2) years of funding for the program.

After approval of the ILA by the participating City Council's, an additional ILA will be crafted that will outline the details of the program. Staff believes the \$900,000 Grant will provide funding for the program to continue for two (2) years. The participating cities will have to determine the feasibility of funding the program after the two-year grant funding runs out.

### **FINANCIAL IMPACT:**

New Directions in Public Safety Grant \$900,000

### **EXHIBITS:**

Exhibit A. Interlocal Agreement with Dallas County  
Exhibit B. Resolution

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS  
RESOLUTION NO. \_\_-R-2021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN THE DALLAS COUNTY NEW DIRECTIONS IN PUBLIC SAFETY GRANT INTERLOCAL AGREEMENT AND THE DIVERSITY TRAINING ADDENDUM THERETO, SAID AGREEMENT AND ADDENDUM TO BE IN SUBSTANTIALLY THE FORM OF THAT ATTACHED HERETO AS EXHIBITS “A” AND “B”, RESPECTIVELY; AUTHORIZING ACCEPTANCE OF THE GRANT FUNDS PROVIDED THEREUNDER; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Cities of Seagoville, Balch Springs, Mesquite and Sunnyvale (collectively, the “Southeast Collaboration”) submitted a grant proposal to Dallas County under the County’s New Directions in Public Safety Grant Program, seeking a grant to fund implementation of a mental health response team to be shared by the four cities which would provide reactive and proactive professional mental health services to supplement public safety responses with the overall goal of reducing mental health calls responded to by police; and

**WHEREAS**, on March 23, 2021, the Dallas County Commissioners Court approved the New Directions grant award for the Southeast Collaboration, being comprised of the Cities of Seagoville, Balch Springs, Mesquite and Sunnyvale, in the total amount of \$900,000 and the Dallas County New Directions in Public Safety Grant Interlocal Agreement related thereto, a copy of which is attached hereto and incorporated herein as Exhibit “A”; and

**WHEREAS**, thereafter, the Dallas County Administrator, pursuant to section 4 of the Interlocal Agreement, issued an Addendum to the Dallas County New Directions in Public Safety Grant Interlocal Agreement, a copy of which is attached hereto as Exhibit “B”, to provide that all parties to the Interlocal Agreement shall participate in County-approved diversity training prior to April 30, 2022 (the “Diversity Training Addendum”); and

**WHEREAS**, the City Council finds it in the best interest of the general welfare of the City and its citizens to accept the New Directions in Public Safety Grant Program grant funds awarded by Dallas County and to approve and authorize the City Manager to execute, on behalf of the City of Seagoville, (1) the Dallas County New Directions in Public Safety Grant Interlocal Agreement with Dallas County and the Cities of Balch Springs, Mesquite and Sunnyvale and (2) the Diversity Training Addendum to that Interlocal Agreement;

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

**SECTION 1.** The City Council hereby authorizes the City Manager to execute, on behalf of the City of Seagoville (1) the Dallas County New Directions in Public Safety Grant Interlocal Agreement, in substantially the form of that attached hereto as Exhibit "A", with Dallas County and the Cities of Balch Springs, Mesquite and Sunnyvale and (2) the Diversity Training Addendum to the Interlocal Agreement in substantially the form of that attached hereto as Exhibit "B". The City Council further authorizes the acceptance of the Grant funds provided under Dallas County New Directions in Public Safety Grant Program and the agreements referenced herein.

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

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this the 17th day of May 2021.

**APPROVED:**

\_\_\_\_\_  
Dennis K. Childress, Mayor

**ATTEST:**

\_\_\_\_\_  
Kandi Jackson, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Victoria Thomas, City Attorney  
(051021vwtTM122362)

**EXHIBIT "A"**  
**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

THE STATE OF TEXAS	§
	§
	§
THE COUNTY OF DALLAS	§

**DALLAS COUNTY NEW DIRECTIONS IN PUBLIC SAFETY GRANT  
INTERLOCAL AGREEMENT**

**1. RECITALS:**

This Agreement is entered into by and between Dallas County, Texas (hereinafter, "County"), acting by and through the Dallas County Commissioners Court (hereinafter, "Commissioners Court") located at 411 Elm Street, 2<sup>nd</sup> Floor, Dallas, Texas 75202, and the Cities of Balch Springs, Mesquite, Seagoville, and Sunnyvale (hereinafter the "Southeast Collaboration"), herein referred to individually as a "Party" or collectively as the "Parties." This Agreement is made under the authority of Texas Government Code, Chapter 791, for certain management services, as identified in Section 3 (Scope of Services) of this Agreement.

WHEREAS, the County has authorized funding for its New Directions in Public Safety Grant program (hereinafter "New Directions"); and

WHEREAS, the Southeast Collaboration's proposal was selected for the New Directions program and the Southeast Collaboration will be granted funds by the County ("Funds") as detailed herein in order for the Southeast Collaboration to execute certain management services; and

WHEREAS, the County has funded the New Directions program and seeks to work collaboratively with the Southeast Collaboration in order to address the crisis of criminalization, mental health, poverty, homelessness, substance abuse, and utilize alternatives to police response and incarceration to more properly address the needs of Dallas County residents; and

WHEREAS, the proposals funded by this New Directions will in turn provide information and data for the University of Texas at Dallas Institute of Urban Policy Research in their development of an evaluation tool to monitor the effectiveness of the management services developed by the Southeast Collaboration; and

WHEREAS, the County desires to contract with the Southeast Collaboration for their management services to address the goals and objectives identified herein; and

WHEREAS, the County finds that the expenditure of public funds in support of the New Directions program supports a valid public purpose for the residents of the County and the participating Southeast Collaboration; and

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Interlocal Agreement between Dallas County and the Southeast Collaboration for the New Directions in Public Safety Grant program

**EXHIBIT "A"**  
**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

WHEREAS, these Recitals are incorporated into this Agreement and are expressly made a part of this Agreement; and

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the Parties agree as follows.

**2. TERM:**

The term of this Agreement shall begin on May 1, 2021 and end on April 30, 2022, unless terminated earlier under any provision hereof. The Parties may mutually agree on a 1 year extension to this Agreement by written amendment and mutual approval of the Dallas County Commissioners Court and the City Council of each city in the Southeast Collaboration.

**3. SCOPE OF SERVICES AND OBLIGATIONS:**

- a) The Southeast Collaboration shall distribute the Funds provided by the County in accordance with the guidance as detailed in the **Exhibit A – New Directions Grant Proposal** Cities of Balch Springs, Mesquite, Seagoville, Sunnyvale, attached hereto and incorporated by reference for all purposes.
- b) The Southeast Collaboration shall only disburse the Funds within the municipal corporate limits of the combined areas to eligible residents and individuals as determined by the Southeast Collaboration in compliance with the guidance in Exhibit A.
- c) The Southeast Collaboration shall not be permitted to duplicate any efforts the County is undertaking for the County's New Directions program. For purposes of clarity, if a resident is a recipient of assistance from a County program, then the resident shall be automatically disqualified from any further Southeast Collaboration assistance with Funds under this Agreement. The same disqualification shall apply to businesses within the Southeast Collaboration.
- d) The Southeast Collaboration shall provide any requested information related to the services under this Agreement, the New Directions program, or any related details to the University of Texas at Dallas Institute of Urban Policy Research, unless prohibited by law.

**4. SPECIAL PROVISIONS:**

Because of the New Directions program's mission to rapidly provide assistance, the program will have the following special provisions:

- a) The Dallas County Administrator will have the authority to revise any of the program's policies, allocations, rules, and terms provided he informs the Dallas County Commissioners Court within twenty-four (24) hours of the proposed change.

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Interlocal Agreement between Dallas County and the Southeast Collaboration for the New Directions in Public Safety Grant program

**EXHIBIT "A"**  
**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

- b) However, the County Administrator does not have the authority to unilaterally provide additional funding to the program.
- c) Should the County Administrator revise a component of this program and sufficiently inform the Court, the Court still retains the right to formally rescind, reverse, alter, or adopt the revision.
- d) Meeting the criteria does not obligate Dallas County to provide assistance to any municipality submitting a grant request. Any award granted under this program may not supplant – take the place of, replace – other funds used to offer these programs and services.

**5. TERMS AND CONDITIONS:**

County agrees to provide Funds to Southeast Collaboration for approved expenses incurred and for documented units of services performed, subject to the following limitations:

- (a) Not to Exceed Amount. Southeast Collaboration understands and agrees that the maximum total amount payable for the services and funds distributed that are described herein shall not exceed **\$1,045,000.00** (hereinafter “Not to Exceed Amount”) unless a formal written amendment is executed by the Parties hereto and is formally approved by the Commissioners Court. County shall not pay for any services nor distribute any funds that would cause the amounts described herein to exceed the Not to Exceed Amount. All internal and indirect costs of distributing and dispersing the provided Funds shall be born solely by the Southeast Collaboration.
- (b) Southeast Collaboration agrees to submit complete, fully documented, and accurate itemized receipts with appropriate documentation, as required by County, on a quarterly basis to the County for funds disbursed in accordance with **Exhibit B – Budget**, incorporated by reference for all purposes. Specifically, the invoices shall be itemized and include supporting documentation, including any subcontractor invoices.
- (c) County will make payment to Southeast Collaboration upon receipt of a verified and proper documentation in accordance with Texas Government Code, Chapter 2251. Payments shall be by check made payable to City of Mesquite, which shall be responsible for coordinating repayment among the Southeast Collaboration, and mailed to City Manager, City of Mesquite, 1515 Galloway Ave., Mesquite, Texas 75149.
- (d) County agrees to review the Southeast Collaboration’s invoices and receipts and will forward payment to Southeast Collaboration within thirty (30) days of receipt of invoice after County, at its sole discretion, determines that such funds are in fact due and owing.

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Interlocal Agreement between Dallas County and the Southeast Collaboration for the New Directions in Public Safety Grant program

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**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

- (e) The Dallas County Auditor is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the Parties regarding County's payments to Southeast Collaboration for services rendered under this Agreement.
- (f) The County may in its sole discretion disallow or refuse to fund any activity for which reimbursement is sought by the Southeast Collaboration that is not in compliance with **Exhibits A and/or B**. Further, the County may withhold reimbursement funding from the Southeast Collaboration if the Southeast Collaboration fails to comply with County's reporting requirements, performance objectives, or other requirements relating to Southeast Collaboration's performance of work, deliverables, and services under this Agreement. County shall pay the Southeast Collaboration only for those reimbursable costs that are allowable under applicable rules and regulations, as stated in this Agreement. County shall have the right to withhold all or part of any reimbursement funds to the Southeast Collaboration to offset any reimbursement made to the Southeast Collaboration for ineligible expenditures or undocumented units of services billed as determined by the County in its sole discretion.
- (g) Prior Debts. County shall not be liable for costs incurred or performances rendered by the Southeast Collaboration before or after the Term; for expenses not billed to County within the applicable time frames set forth in this Agreement; or for any payment for services or activities not provided pursuant to the terms of this Agreement.
- (h) Refund provision. The County shall have the right to demand repayment of any funds paid to the Southeast Collaboration for services rendered or funds disbursed that did not comply with the terms of this Agreement or that were determined to be ineligible expenditures by the County or the Federal Government. The Southeast Collaboration shall promptly refund any monies previously paid or disbursed by County that the County, in its discretion, determines were used for services or activities that were not in compliance with this Agreement.

**6. REPORTING AND ACCOUNTABILITY:**

- (a) Reporting. The Southeast Collaboration agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement, or as requested by County. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Agreement with no obligation to pay for undocumented or ineligible services, or both.
- (b) Maintenance of Records. The Southeast Collaboration's records, books, and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available in Dallas County subject to inspection by County or authorized County personnel.

## EXHIBIT "A"

### [Dallas County New Directions in Public Safety Grant Interlocal Agreement]

- (c) Audit. The Dallas County Auditor, its assigns, or any other governmental entity approved by County shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, the Southeast Collaboration shall make all of its records, books, and documents reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.
- (d) Retention of Records. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by the Southeast Collaboration for a minimum of four (4) years and ninety (90) days after termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents or records begins before the specified period expires, the Southeast Collaboration must keep the records and documents for not less than four (4) years and ninety (90) days and until all litigation, claims, or audit findings are resolved, whichever is later. **The Southeast Collaboration is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement, unless the time period for maintaining such under this subsection (d) has lapsed.**

#### 7. CONFIDENTIALITY:

- (a) The Southeast Collaboration shall not disclose privileged or confidential communications or information acquired in the course of the performance under this Agreement, unless authorized by law. The Southeast Collaboration agrees to adhere to all confidentiality requirements, as applicable, for performance under this Agreement.
- (b) Public Information Act. The Parties acknowledge and agree that County and the Southeast Collaboration are subject, as a matter of law, to Texas Government Code, Chapter 552, also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the Parties, including their elected officials, Department Heads, and Employees (hereinafter "Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of the Parties. It is further acknowledged and agreed that the Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. Each Party hereby releases the Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or

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**EXHIBIT "A"**  
**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

information, or any other thing or item furnished by one Party to another or in the possession or knowledge of a Party that is determined by a Party or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

- (c) Any Public Information Act request received by the Southeast Collaboration or County for documents related to this Agreement or any program undertaken pursuant to this Agreement shall be handled by the entity who received the Public Information Act request.
- (d) Notwithstanding the foregoing, the Parties agree, to the extent permitted by the Public Information Act, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other Party, or any information related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each Party's obligations under this Agreement.

**8. INDEMNIFICATION:**

**THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. THE PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS.**

**9. INSURANCE:**

The Southeast Collaboration and County agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws, and that is maintained at appropriate levels of insurance commensurate with each Party's obligations hereunder and in accordance with sound accounting practices. The Southeast Collaboration and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

**10. EXPENSES**

Unless prior written approval by County is obtained or otherwise detailed in this Agreement, the Southeast Collaboration shall be responsible for all mileage and other miscellaneous expenses related to the fulfillment of the requirements of this Agreement. Mileage and other

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Interlocal Agreement between Dallas County and the Southeast Collaboration for the New Directions in Public Safety Grant program

**EXHIBIT "A"**  
**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

miscellaneous expenses shall be included in the Not to Exceed Amount.

**11. TERMINATION:**

(a) Suspension. Should County desire to suspend the services, but not terminate the Agreement, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. The Southeast Collaboration shall stop all services as set forth in this Agreement and will cease to incur costs to County or disburse funds during the term of the suspension. The Southeast Collaboration shall resume work when notified to do so by County in a written authorization to proceed. If a change in the terms and conditions of payment for services of this Agreement is necessary because of a suspension, a mutually agreed contract amendment will be executed in accordance with this Agreement.

(b) Termination. The County, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, may terminate this Agreement, in whole or part, by giving thirty (30) days prior written notice thereof to the Southeast Collaboration with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. In the event of cancellation, the Southeast Collaboration shall cease any and all services under this Agreement or disbursement of funds on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, the Southeast Collaboration shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. Upon termination of this Agreement as herein above provided, any and all unspent funds that were paid or provided by County to the Southeast Collaboration under this Agreement and any and all County data, documents and information in the Southeast Collaboration's possession shall be returned to County within five (5) working days of the date of termination. In no event shall County's termination of this Agreement, for any reason, subject County to liability.

1. Without Cause: This Agreement may be terminated, in whole or in part, without cause, by County upon thirty (30) days prior written notice to the Cities in the Southeast Collaboration. The Southeast Collaboration may terminate this Agreement without cause upon thirty (30) days prior written notice to the County.
2. With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
  - A. Lack of, or reduction in, funding or resources in accordance with Section 28 (Fiscal Funding Clause);
  - B. Non-performance by the Southeast Collaboration or the Southeast Collaboration's failure or inability to perform or substantially perform, for whatever reason, the services required or funds to be disbursed under this Agreement;

**EXHIBIT "A"**  
**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

- C. The Southeast Collaboration's improper, misuse, or inept use of Funds under this Agreement;
- D. The Southeast Collaboration's failure to comply with the terms and provisions of this Agreement;
- E. The Southeast Collaboration's submission of invoices, data, statements and/or reports that are incorrect, incomplete, or false in any way;
- F. The Southeast Collaboration's failure to comply with County's reporting requirements, the program objectives, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;
- G. The Southeast Collaboration's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;
- H. The Southeast Collaboration's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

**14. NOTICE:**

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

**TO COUNTY:**

Judge Clay Jenkins  
Dallas County  
411 Elm St. 2<sup>nd</sup> Floor  
Dallas County, Texas 75202  
(214) 653-6018 (office)  
(214) 653-7449 (fax)

**With a copy to:**

Russell Roden  
Chief, Civil Division  
Dallas County District Attorney's Office  
411 Elm Street, 5<sup>th</sup> Floor  
Dallas, Texas 75202

**TO CITY OF BALCH SPRINGS:**

Susan Cluse  
City Manager  
13503 Alexander Road  
Balch Springs, TX 75181  
(972) 286-4477

**TO CITY OF MESQUITE:**

Cliff Keheley  
City Manager  
1515 N. Galloway Ave.  
Mesquite, Texas 75149  
(972) 216-6404

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Interlocal Agreement between Dallas County and the Southeast Collaboration for the New Directions in Public Safety Grant program

**EXHIBIT "A"**  
**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

**TO CITY OF SEAGOVILLE:**

Pat Stallings  
City Manager  
702 North Highway 175  
Seagoville, TX 75159  
972-287-2050

**TO CITY OF SUNNYVALE:**

Susan Guthrie  
Town Manager  
127 Collins Road  
Sunnyvale, TX 75182  
972-226-7177

**15. SEVERABILITY:**

If any provision of this Agreement is construed to be illegal or invalid, it will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

**16. IMMUNITY:**

**This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code and the governmental immunity of each City of the Southeast Collaboration, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County or Cities have by operation of law.**

**17. COMPLIANCE WITH LAWS:**

In providing services required by this Agreement, the Southeast Collaboration must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. The Southeast Collaboration shall be responsible for ensuring its compliance with any laws and regulations applicable to its operations and functions.

**18. GOVERNING LAW AND VENUE:**

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and any applicable guidance from the Federal Government or Federal Agency. This Agreement is performable and enforceable in Dallas County, Texas where the principal office of County is located and the state or federal courts of Dallas County shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

**19. AMENDMENTS AND CHANGES IN THE LAW:**

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Interlocal Agreement between Dallas County and the Southeast Collaboration for the New Directions in Public Safety Grant program

**EXHIBIT "A"**  
**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

No modification, amendment, novation, renewal, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto. Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in federal law, federal guidance, or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law or guidance.

**20. THIRD PARTIES:**

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

**21. ASSIGNMENT:**

The Southeast Collaboration may not assign its rights and duties under this Agreement. Any assignment attempted shall be null and void.

**22. CONTRA PROFERENTUM:**

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.

**23. ENTIRE AGREEMENT:**

This Agreement, including its Attachments, Exhibits, and Addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the Parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Agreement may not be modified without prior written agreement of the Parties. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

**24. BINDING EFFECT:**

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

**25. REMEDIES/WAIVER OF BREACH:**

**EXHIBIT "A"**  
**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition, or violation of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

**26. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:**

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. The Southeast Collaboration and County both have a duty to mitigate damages.

**27. PREVENTION OF FRAUD AND ABUSE:**

The Southeast Collaboration shall establish, maintain, and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving the Southeast Collaboration city partners' employees or agents shall be reported immediately to the County by the Southeast Collaboration. Moreover, the Southeast Collaboration warrants that it is not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees. The Southeast Collaboration and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. The Southeast Collaboration shall, upon notice by County, refund expenditures of the Southeast Collaboration that are contrary to this Agreement and deemed inappropriate by the County.

**28. FISCAL FUNDING CLAUSE:**

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. The Southeast Collaboration shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is

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Interlocal Agreement between Dallas County and the Southeast Collaboration for the New Directions in Public Safety Grant program

**EXHIBIT "A"**  
**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the Southeast Collaboration at the earliest possible time.

**29. COUNTERPARTS, NUMBER/GENDER, AND HEADINGS:**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

**30. INDEPENDENT CONTRACTOR:**

The Southeast Collaboration, including its employees, agents, or licensees, is an independent contractor and not an agent, servant, joint enterprise, or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence, and deeds, and for those of its agents or employees in conjunction with the performance of services or disbursement of funds covered under this Agreement, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor, agent, employee, or supplier of the Southeast Collaboration and the County by virtue of this Agreement.

**31. SUBCONTRACTING:**

The costs of all subcontracted services are included in the fees distributed herein. Subcontracts entered into by the Southeast Collaboration will be in writing and subject to all requirements herein. The Southeast Collaboration agrees that it will solely be responsible to County for the performance of this Agreement. The Southeast Collaboration shall pay all subcontractors in a timely manner. County shall have the right to prohibit the Southeast Collaboration from using any subcontractor.

**32. PROMPT PAYMENT ACT:**

The Southeast Collaboration agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

**33. TAX**

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Interlocal Agreement between Dallas County and the Southeast Collaboration for the New Directions in Public Safety Grant program

**EXHIBIT "A"**  
**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

Dallas County, as a county of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Loc. Gov't Code § 151.309, and shall therefore not be liable or responsible to the Southeast Collaboration for the payment of such taxes under this Agreement.

The fees paid to the Southeast Collaboration pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Agreement and based upon or measured by the Southeast Collaboration's cost in acquiring or providing products and/or services and related materials and supplies furnished or used by the Southeast Collaboration in performing the obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by the Southeast Collaboration.

The Southeast Collaboration accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by the Southeast Collaboration for work performed under the terms of this Agreement.

**34. SIGNATORY WARRANTY:**

The undersigned signatories for the Parties hereby represent and warrant that they are officers of their respective organizations for which they have executed this Agreement and that they have full and complete authorities to enter into this Agreement on behalf of their respective organizations and that the executions thereof are the acts of the parties involved and have been delivered and constitute legal, valid, and binding obligations of the respective Parties.

**35. ACCEPTANCES**

By their signatures below, the duly authorized representatives of County and the Southeast Collaboration accept the terms of this Agreement in full.

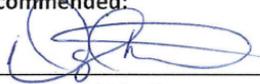
*Remainder of page intentionally left blank.  
Signatures on following page.*

**EXHIBIT "A"**  
**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

**DALLAS COUNTY:**

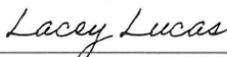
  
\_\_\_\_\_  
**BY:** Clay Jenkins  
Dallas County Judge

**Recommended:**

  
\_\_\_\_\_  
**BY:** Darryl Martin  
Dallas County Administrator

**\*Approved as to Form:**

**JOHN CREUZOT**  
**DISTRICT ATTORNEY**

  
\_\_\_\_\_  
**BY:** Lacey B. Lucas  
Assistant District Attorney  
Dallas County DA's Office, Civil Division

**CITY OF BALCH SPRINGS:**

\_\_\_\_\_  
**BY:** \_\_\_\_\_

**CITY OF MESQUITE:**

\_\_\_\_\_  
**BY:** \_\_\_\_\_

**CITY OF SEAGOVILLE:**

\_\_\_\_\_  
**BY:** \_\_\_\_\_

**CITY OF SUNNYVALE:**

\_\_\_\_\_  
**BY:** \_\_\_\_\_

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

**EXHIBIT "A"**  
**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

**EXHIBIT A**

**New Directions Grant Proposal**  
**Cities of Balch Springs, Mesquite, Seagoville, Sunnyvale**

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**EXHIBIT "A"**  
**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

**New Directions Grant Proposal**

Cities of  
Balch Springs, Mesquite, Seagoville, Sunnyvale

1. Please give us your proposal's mission and/or strategic plan. \*

The Cities of Balch Springs, Mesquite, Seagoville and Sunnyvale propose to implement a mental health response team to be shared by the four cities. The Eastern Dallas County Response Team's (EDCRT) primary mission will be to provide reactive and proactive mental health services with professional mental health responders. The EDCRT will supplement public safety responses with an overall goal to reduce mental health calls responded to by police. The team will also have the responsibility of following up with residents who are identified in the program to have frequent calls for service for mental health issues. The team will also be responsible for outreach and communication with chronic homeless individuals in the four city area.

2. Provide a clear description of the program and rationale/need for services. Identify if the proposal is part of an existing program or a new program. \*

The program will consist of three primary missions – Reactive Mental Health Response, Proactive Mental Health Services and Homeless Outreach and Services. Much of this program will be a new service provided in each of the communities with the hope that a shared service can be funded more effectively and sustained over a long period of time. Some aspects of the program are currently available in one or more of the cities, but are easily scalable to cover the entire four-city service area. This program is necessary due to the number and frequency of calls requiring police and EMS response to individuals experiencing a mental health crisis. While one of the goals of the program is to provide training for every police officer, fire fighter, EMT and dispatcher to handle mental health cases, research shows that a uniformed officer or medical provider can escalate difficulties for individuals in a mental health crisis. Additionally, police and EMS will transport individuals to obtain proper care, but lacks the ability to include follow-up services and care. Having a team trained in mental health issues, supported by public safety personnel with specific training in mental health response will elevate the level of response and provide a better outcome for mental health calls. Also, each of the four cities is experiencing increased incidents with chronic homeless individuals. Encampments are found in several areas, many close to neighborhoods and schools. A secondary component of this program is to utilize the response team to perform outreach to individuals in these encampments and evaluate their health and needs and serve as a conduit to find services.

## EXHIBIT "A"

### [Dallas County New Directions in Public Safety Grant Interlocal Agreement]

Building a level of trust through compassion and service provision will allow each of the cities to develop better communication with homeless populations for emergency situations.

3. Identify the Evidence-Based Practice (EBP) to be implemented and cite the specific source of credible research, evaluations, and literature that designates the practice as evidence-based. This should include best practice models that integrate physical health and mental health; best practice psychotherapy and psychosocial treatment programs for adults and if possible together with substance use screening, assessment and treatment; and best practice programs aimed at addressing needs of the homeless population. Examples of previous success implementing the proposed programs/strategies may be provided. \*

Modeling after the Crisis Assistance Helping Out On The Streets (Cahoots) program in Eugene Oregon, the EDCRT will provide an important service to the four communities that currently does not exist. Cahoots utilizes a non-public safety response service for mental health emergencies. Cahoots functions as a resource for Police and Fire emergency response, but also provides a response without public safety involvement. Cahoots has a diversion rate of 5% for calls for service and provides assistance on 8% of emergency calls in the area served. Cahoots also provides unique services not involving public safety calls, primarily handling welfare checks and transportation for non-medical and non-violent persons in need. The EDCRT will utilize a variety of mental health service providers for the purpose of providing referrals and ongoing assistance following the calls for service. These proactive services are intended to also impact the diversion rate of calls by essentially providing assistance before a crisis starts. There is limited data to quantify the rates at which calls are diverted, but it can be expected that a reduction in calls for service involving mental health issues will be experienced. In addressing homeless issues, experience has found that many chronic homeless people suffer from untreated mental illness, have limited access to medications and counseling or have health issues that impact their wellbeing. Outreach programs for chronic homeless individuals derive much of their success by engaging homeless individuals, building trust and providing services as needed, including transportation.

4. Describe your organization's capacity and resources to implement the evidencebased practice or program and the specific activities, efforts and steps taken to date to ensure readiness to implement. This includes City Council approval, administrative support, and other ways your organization has demonstrated the adoption of these measures. \*

**EXHIBIT "A"**  
**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

By combining efforts, the four partner cities will share funding for this program. Each of the cities has passed resolutions of support for the programs and a future inter local agreement. Grant funding is necessary to provide startup costs and allow cities to allocate adequate funds for the program in the future. The City of Mesquite will serve as the lead agency by hosting the program and utilizing existing resources to assist in the startup of the program.

5. Describe how you plan to integrate the program into the core services of your organization and continue the program following the end of the grant term. \*

The EDCRT essentially will be a tool of the four partner cities public safety departments. It is anticipated that as officers and fire fighters arrive on a scene and determine a mental health issue is presented, the response team will be dispatched. As the program and training becomes more established, dispatchers will dispatch the teams along with the first responders and eventually utilize the teams as the primary response with police or EMS serving in a support role. Once fully established, the program will continue to be funded through the ongoing partnership with funds provided on an equitable cost-sharing structure.

6. Identify the age range of your target population, geographical area, current number served, the projected number of individuals to be served directly by the services and the vulnerable nature of the population. Describe how this particular program will improve both the delivery of services and mental health treatment outcomes for the population served. \*

The program will serve a population of approximately 195,000 people through the four partner cities – Balch Springs (pop. 25,351), Mesquite (pop. 145,000), Seagoville (pop. 16,878) and Sunnyvale (pop. 6,678). It is expected to serve all age ranges, but primarily adults 18 years and older. The proposed program will improve the delivery of service by assisting first responders in either a support role or primary role when responding to specific mental health calls. The program is expected to reduce the overall number of calls for service by providing proactive referral and counseling services. The program will address homeless issues that are currently handled by public safety officers. Trained responders and mental health professionals will greatly enhance the ability to identify the factors involved in the call and provide on-scene decision making for the proper response to the person in need. With the addition of counseling services made available outside the response team, it is anticipated that residents will receive counseling and referrals prior to a crisis.

**EXHIBIT "A"**

**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

7. Provide a proposed budget for the two-year grant funding period (examples: personnel and benefits, equipment, training, space, administrative). \*

The proposed budget includes staffing costs for one team to provide 40 hours of service per week. The total annual budget for the program is \$400,000 and includes personnel costs, training, supplies and fuel and maintenance for the response vehicle. The first year budget also includes the acquisition of a vehicle and the training of all public safety personnel. The total grant request is \$900,000 and is intended to be start up funds for a program that will give each of the participating cities adequate time to identify and budget appropriate funding for the program. EDCRT Year 1 Personnel (Salary and Benefits) \$300,000 (1 MH professional and 1 EMT) Supplies \$ 25,000 Maintenance and Fuel \$ 15,000 Training \$ 75,000 Counseling Services \$ 30,000 Capital Purchase \$100,000 (one vehicle equipped to transport patients) EDCRT Year 2 Personnel (Salary and Benefits) \$310,000 Supplies \$ 25,000 Maintenance and Fuel \$ 15,000 Training \$ 20,000 Counseling Services \$ 30,000

8. Provide a description of how the organization plans to implement the program and incorporate the EBP into your core services. The description should include names and titles of the persons responsible for implementation and a timeline identifying major activities that would occur during each year of the grant term. Be sure to include a marketing and/or community engagement strategy. \*

The EDCRT Program will be implemented by a Coordinating Committee consisting of the four city managers, representatives of the public safety departments of the four cities, mental health professionals and members of the response team. The guiding document will be an inter local agreement among the participating cities. The City of Mesquite will serve as the host agency and provide administrative oversight of the grant and the program expenditures. Each city will be billed annually for their participation in the program. Upon award of the grant, the following timeline will be implemented: January Grant Approval February Inter local Agreement Adopted Hiring process begins for response team members Purchase of vehicle and other equipment Training program identified Agreements with mental health counseling agencies March Begin training of all first responders and dispatch personnel April Implement dispatch and response protocols among four cities Formation of team finalized and training begins May Begin program (If a vehicle is not available, City of Mesquite will retrofit an existing vehicle for temporary service that can also be used as a back-up vehicle)

9. Describe the services and activities to be provided and the specific measurable results and outcomes that you wish to achieve during the grant period. If

**EXHIBIT "A"**  
**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

applicable, cite evidence that the proposed services and activities are likely to lead to the desired outcomes. Such evidence may include, for example, research studies, proven models and regular evaluations. \*

The program will be evaluated on a number of levels to determine its effectiveness. This will primarily be in the number of responses, but also evaluate the outcomes of the cases, the number of repeat calls, an evaluation of the types of calls and research into diversion opportunities. Reactive Calls for Service The EDCRT will be dispatched by various cities to respond to calls for service. These will be in the form of assisting public safety staff or as the primary response. Upon arrival, the response team will evaluate the patient and determine the best course of action, including, but not limited to inpatient services, outpatient services, contact with care providers and other options to resolve the issue at hand. Proactive Calls for Service Each of the partner cities will implement a registry/tracking system for identifying individuals with mental health needs. This will be done through a voluntary registration process or information gathered through the departmental records. The EDCRT will utilize down time to visit citizens and perform welfare checks to ensure citizens have proper medication and if they have sought treatments from outpatient providers. Homelessness Services The EDCRT will gather data on homeless encampments from each of the police departments. The team will visit encampments or areas where homeless typically congregate. Team members will perform welfare checks and provide referrals and transportation to services that meet the needs of the individual. The team will also be utilized to communicate with homeless and provide data on the numbers and locations. First Responder Training Through a combined effort, the four partner cities will provide a consistent level of training for all Police, Fire and Dispatch staffs. Counseling Services These programs will be communicated to citizens in each of the four cities as a resource should they encounter a need for the service. The services provided will be equipped to handle basic level of services to suicide prevention.

10. Identify collaborative partners and stakeholders and their roles. Indicate relevant coordination with other resources to implement the program and/or support broader systems/community changes. \*

In addition to the four cities and their respective public safety departments, the program will utilize non-profit mental health providers for outreach to citizens in non-emergency situations. These organizations will also serve as referral service for teams to utilize during response situations as well. The expectation is that these groups will assist the four communities with developing a broader awareness of mental health issues and encourage residents to seek assistance prior to crisis situation.

## EXHIBIT "A"

### [Dallas County New Directions in Public Safety Grant Interlocal Agreement]

11. Explain how the outcomes of the program will be measured and reported internally. Identify who will be responsible for collecting data, and describe how the results will be used and disseminated. Regular reporting to Dallas County will be required if awarded grant funds, in conjunction with the sharing of data and information to be used as part of University of Texas at Dallas research study.

\*

During the initial two year period of the program, the Coordinating Committee will meet on a monthly basis to evaluate and monitor the program and make alterations as needed. Measurement of the program will be based on three areas – Diversion Rate, Contact Rate and Services Referrals. Diversion Rate will measure the number of responses made by the response team and time spent by the team on reactive calls, assuming that this time reflects a diversion of police and EMT time spent on mental health calls. Contact Rate will measure the number of proactive calls made by the team and the access citizens make to nonprofit agencies serving the program and will reflect the broader outreach of the program. Service referrals will measure the contacts the team makes with homeless individuals and the services provided to help reduce the homeless population. Specific data points to be used in monitoring and analysis of the program include:

- The number of mental health calls for service (coming into 911 and officer-initiated)
- The number of 911 calls transferred to a crisis line
- The number of mental health calls to which the EDCRT is available to respond
- Injuries during mental health calls (to the officer, person in crisis, or bystanders)
- Use of force during mental health calls
- Disposition of calls (transport to a mental health services, voluntary or involuntary psychiatric evaluation, arrest or resolution at the scene)
- Use of emergency departments for emergency psychiatric evaluation, versus a mental health service
- Number of individuals booked into the local jail who screen positive for mental health conditions.
- Number of individuals identified as being homeless and location
- Referrals for service for homeless individuals

12. Identify other funding sources, i.e. grants, city funds, etc., that may be utilized as part of proposal. Grant funds must supplement – add to, enhance, expand, increase, extend – the programs and services offered with other funds. This grant award is not permitted to supplant –take the place of, replace – other funds used to offer these programs and services. supplant –take the place of, replace – other funds used to offer these programs and services.

Note: All costs directly or indirectly related to the preparation of a response to this program shall be the sole responsibility of the respondent of this RFG and shall be borne by the same. \*

In addition to the grant funding, the four cities anticipate utilizing their general fund to support the response team. Other services with non-profit agencies and public outreach will be funded

**EXHIBIT "A"**  
**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

through a combination of Community Development Block Grant funding and other grants currently available to cities.

13. Please provide the name, title, and phone number for the individual responsible for the proposal submittal. \*

Cliff Keheley, City Manager, City of Mesquite 972-216-6404

14. Please provide the email address for the individual responsible for the proposal submittal. \*

ckeheley@cityofmesquite.com

**EXHIBIT "A"**  
**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

**EXHIBIT B**

<b>Exhibit B</b>				
<b>First Grant Year</b>	<b>Budget</b>	<b>Second Grant Year</b>	<b>Budget</b>	<b>Approved</b>
Personnel	\$ 300,000.00	Personnel	\$ 310,000.00	\$ 610,000.00
Supplies	\$ 25,000.00	Supplies	\$ 25,000.00	\$ 50,000.00
Maintenance & Fuel	\$ 15,000.00	Maintenance & Fuel	\$ 15,000.00	\$ 30,000.00
Training	\$ 75,000.00	Training	\$ 20,000.00	\$ 95,000.00
Counseling Services	\$ 30,000.00	Counseling Services	\$ 30,000.00	\$ 60,000.00
Vehicle for Patient Transport	\$ 100,000.00			\$ 100,000.00
	\$ 100,000.00			\$ 100,000.00
<b>Total</b>	<b>\$ 645,000.00</b>	<b>Total</b>	<b>\$ 400,000.00</b>	
			Total Program Budget	<b>\$ 1,045,000.00</b>
			Total Grant Request	<b>\$ 900,000.00</b>

**EXHIBIT "A"**  
**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

**New Directions Grant Proposal**

Cities of  
Balch Springs, Mesquite, Seagoville, Sunnyvale

1. Please give us your proposal's mission and/or strategic plan. \*

The Cities of Balch Springs, Mesquite, Seagoville and Sunnyvale propose to implement a mental health response team to be shared by the four cities. The Eastern Dallas County Response Team's (EDCRT) primary mission will be to provide reactive and proactive mental health services with professional mental health responders. The EDCRT will supplement public safety responses with an overall goal to reduce mental health calls responded to by police. The team will also have the responsibility of following up with residents who are identified in the program to have frequent calls for service for mental health issues. The team will also be responsible for outreach and communication with chronic homeless individuals in the four city area.

2. Provide a clear description of the program and rationale/need for services. Identify if the proposal is part of an existing program or a new program. \*

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## EXHIBIT "A"

### [Dallas County New Directions in Public Safety Grant Interlocal Agreement]

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**EXHIBIT "A"**

**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

7. Provide a proposed budget for the two-year grant funding period (examples: personnel and benefits, equipment, training, space, administrative). \*

The proposed budget includes staffing costs for one team to provide 40 hours of service per week. The total annual budget for the program is \$400,000 and includes personnel costs, training, supplies and fuel and maintenance for the response vehicle. The first year budget also includes the acquisition of a vehicle and the training of all public safety personnel. The total grant request is \$900,000 and is intended to be start up funds for a program that will give each of the participating cities adequate time to identify and budget appropriate funding for the program. EDCRT Year 1 Personnel (Salary and Benefits) \$300,000 (1 MH professional and 1 EMT) Supplies \$ 25,000 Maintenance and Fuel \$ 15,000 Training \$ 75,000 Counseling Services \$ 30,000 Capital Purchase \$100,000 (one vehicle equipped to transport patients) EDCRT Year 2 Personnel (Salary and Benefits) \$310,000 Supplies \$ 25,000 Maintenance and Fuel \$ 15,000 Training \$ 20,000 Counseling Services \$ 30,000

8. Provide a description of how the organization plans to implement the program and incorporate the EBP into your core services. The description should include names and titles of the persons responsible for implementation and a timeline identifying major activities that would occur during each year of the grant term. Be sure to include a marketing and/or community engagement strategy. \*

The EDCRT Program will be implemented by a Coordinating Committee consisting of the four city managers, representatives of the public safety departments of the four cities, mental health professionals and members of the response team. The guiding document will be an inter local agreement among the participating cities. The City of Mesquite will serve as the host agency and provide administrative oversight of the grant and the program expenditures. Each city will be billed annually for their participation in the program. Upon award of the grant, the following timeline will be implemented: January Grant Approval February Inter local Agreement Adopted Hiring process begins for response team members Purchase of vehicle and other equipment Training program identified Agreements with mental health counseling agencies March Begin training of all first responders and dispatch personnel April Implement dispatch and response protocols among four cities Formation of team finalized and training begins May Begin program (If a vehicle is not available, City of Mesquite will retrofit an existing vehicle for temporary service that can also be used as a back-up vehicle)

9. Describe the services and activities to be provided and the specific measurable results and outcomes that you wish to achieve during the grant period. If

## EXHIBIT "A"

### [Dallas County New Directions in Public Safety Grant Interlocal Agreement]

applicable, cite evidence that the proposed services and activities are likely to lead to the desired outcomes. Such evidence may include, for example, research studies, proven models and regular evaluations. \*

The program will be evaluated on a number of levels to determine its effectiveness. This will primarily be in the number of responses, but also evaluate the outcomes of the cases, the number of repeat calls, an evaluation of the types of calls and research into diversion opportunities. Reactive Calls for Service The EDCRT will be dispatched by various cities to respond to calls for service. These will be in the form of assisting public safety staff or as the primary response. Upon arrival, the response team will evaluate the patient and determine the best course of action, including, but not limited to inpatient services, outpatient services, contact with care providers and other options to resolve the issue at hand. Proactive Calls for Service Each of the partner cities will implement a registry/tracking system for identifying individuals with mental health needs. This will be done through a voluntary registration process or information gathered through the departmental records. The EDCRT will utilize down time to visit citizens and perform welfare checks to ensure citizens have proper medication and if they have sought treatments from outpatient providers. Homelessness Services The EDCRT will gather data on homeless encampments from each of the police departments. The team will visit encampments or areas where homeless typically congregate. Team members will perform welfare checks and provide referrals and transportation to services that meet the needs of the individual. The team will also be utilized to communicate with homeless and provide data on the numbers and locations. First Responder Training Through a combined effort, the four partner cities will provide a consistent level of training for all Police, Fire and Dispatch staffs. Counseling Services These programs will be communicated to citizens in each of the four cities as a resource should they encounter a need for the service. The services provided will be equipped to handle basic level of services to suicide prevention.

10. Identify collaborative partners and stakeholders and their roles. Indicate relevant coordination with other resources to implement the program and/or support broader systems/community changes. \*

In addition to the four cities and their respective public safety departments, the program will utilize non-profit mental health providers for outreach to citizens in non-emergency situations. These organizations will also serve as referral service for teams to utilize during response situations as well. The expectation is that these groups will assist the four communities with developing a broader awareness of mental health issues and encourage residents to seek assistance prior to crisis situation.

## EXHIBIT "A"

### [Dallas County New Directions in Public Safety Grant Interlocal Agreement]

11. Explain how the outcomes of the program will be measured and reported internally. Identify who will be responsible for collecting data, and describe how the results will be used and disseminated. Regular reporting to Dallas County will be required if awarded grant funds, in conjunction with the sharing of data and information to be used as part of University of Texas at Dallas research study.

\*

During the initial two year period of the program, the Coordinating Committee will meet on a monthly basis to evaluate and monitor the program and make alterations as needed. Measurement of the program will be based on three areas – Diversion Rate, Contact Rate and Services Referrals. Diversion Rate will measure the number of responses made by the response team and time spent by the team on reactive calls, assuming that this time reflects a diversion of police and EMT time spent on mental health calls. Contact Rate will measure the number of proactive calls made by the team and the access citizens make to nonprofit agencies serving the program and will reflect the broader outreach of the program. Service referrals will measure the contacts the team makes with homeless individuals and the services provided to help reduce the homeless population. Specific data points to be used in monitoring and analysis of the program include:

- The number of mental health calls for service (coming into 911 and officer-initiated)
- The number of 911 calls transferred to a crisis line
- The number of mental health calls to which the EDCRT is available to respond
- Injuries during mental health calls (to the officer, person in crisis, or bystanders)
- Use of force during mental health calls
- Disposition of calls (transport to a mental health services, voluntary or involuntary psychiatric evaluation, arrest or resolution at the scene)
- Use of emergency departments for emergency psychiatric evaluation, versus a mental health service
- Number of individuals booked into the local jail who screen positive for mental health conditions.
- Number of individuals identified as being homeless and location
- Referrals for service for homeless individuals

12. Identify other funding sources, i.e. grants, city funds, etc., that may be utilized as part of proposal. Grant funds must supplement – add to, enhance, expand, increase, extend – the programs and services offered with other funds. This grant award is not permitted to supplant –take the place of, replace – other funds used to offer these programs and services. supplant –take the place of, replace – other funds used to offer these programs and services.

Note: All costs directly or indirectly related to the preparation of a response to this program shall be the sole responsibility of the respondent of this RFG and shall be borne by the same. \*

In addition to the grant funding, the four cities anticipate utilizing their general fund to support the response team. Other services with non-profit agencies and public outreach will be funded

**EXHIBIT "A"**  
**[Dallas County New Directions in Public Safety Grant Interlocal Agreement]**

through a combination of Community Development Block Grant funding and other grants currently available to cities.

13. Please provide the name, title, and phone number for the individual responsible for the proposal submittal. \*

Cliff Keheley, City Manager, City of Mesquite 972-216-6404

14. Please provide the email address for the individual responsible for the proposal submittal. \*

ckeheley@cityofmesquite.com

**EXHIBIT "B"**

[Diversity Training Addendum to the Interlocal Agreement]

**ADDENDUM TO INTERLOCAL AGREEMENT**

This Addendum to the *Dallas County New Directions in Public Safety Grant Interlocal Agreement* (“Agreement”) is made and entered into by the undersigned Party, which is a grant recipient under the New Directions Program and a Party to one of the following corresponding Agreements related to the New Directions Grant Program:

1. *Dallas County New Directions in Public Safety Grant Interlocal Agreement by and between the Cities of Balch Springs, Mesquite, Seagoville, and Sunnyvale (hereinafter the “Southeast Collaboration”) and Dallas County, Texas, (“County”);*
2. *Dallas County New Directions in Public Safety Grant Interlocal Agreement the City of Rowlett and Dallas County, Texas; and*
3. *Dallas County New Directions in Public Safety Grant Interlocal Agreement the City of Desoto and Dallas County, Texas.*

**WHEREAS**, Section 4. Special Provisions of the Agreement provides that the Dallas County Administrator has the authority to revise any of the program’s policies, allocations, rules, and terms; and

**WHEREAS**, this Addendum shall be included as part of the Agreement, as if fully set forth in therein;

**NOW THEREFORE**, the undersigned Party agrees as follows:

1. The undersigned Party shall participate in County approved diversity training at its earliest opportunity, but at least prior to April 30, 2022.
2. The Parties agree that, apart from the addition of diversity training as set forth within this Addendum, all terms and conditions within the Agreement shall remain in full force and effect as if fully set forth herein. The Parties agrees to abide by and adhere to those terms and conditions.

Party: \_\_\_\_\_  
[Name of City]

By: \_\_\_\_\_  
[Signature]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ***Regular Session Agenda Item: 11***

**Meeting Date: May 17, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Pre-Development and Professional Services Reimbursement Agreement by and between the City of Seagoville, Texas, and Meritage Homes of Texas, LLC, an Arizona Limited Liability Company; and providing for an effective date

### **BACKGROUND OF ISSUE:**

City Attorney Thomas to present the Pre-Development and Professional Services Reimbursement Agreement by and between the City of Seagoville, Texas and Meritage Homes of Texas, LLC.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Resolution  
Exhibit A – Agreement

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING A PRE-DEVELOPMENT AND PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF SEAGOVILLE, TEXAS, AND MERITAGE HOMES OF TEXAS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has been presented with a proposed Pre-Development and Professional Services Reimbursement Agreement (herein the “Agreement”) between the City of Seagoville and Meritage Homes of Texas, LLC, an Arizona limited liability company (“Developer”, a true and correct copy of said Agreement being attached hereto and incorporated herein by this reference as Exhibit “A”); and

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

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

**SECTION 1.** The City Council does hereby approve the Pre-Development and Professional Services Reimbursement Agreement attached hereto and incorporated herein as Exhibit “A” and authorizes the City Manager to execute the same on behalf of the City of Seagoville, Texas.

**SECTION 2.** This Resolution shall become effective immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, THIS \_\_\_\_ DAY OF MARCH 2021.**

ATTEST:

APPROVED:

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Kandi Jackson, City Secretary

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Dennis K. Childress, Mayor

APPROVED AS TO FORM:

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Victoria W. Thomas, City Attorney  
(050521vwtTM122274)

**Exhibit “A”**

**PRE-DEVELOPMENT AND PROFESSIONAL SERVICES  
REIMBURSEMENT AGREEMENT**

This Pre-Development and Professional Services Reimbursement Agreement (“Agreement”), effective \_\_\_\_\_, 2021, is made and entered into by and between the CITY OF SEAGOVILLE, TEXAS, a home rule city (the “City”), and MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company (“Developer”), the developer of that certain tract of land located within the City’s corporate limits and described in **Exhibit A** attached hereto (the “Development Area”). City and Developer may each be referred to herein as “Party” and collectively as the “Parties”.

**Recitals**

WHEREAS, the Developer owns and desires to develop the Development Area as a master-planned residential community; and

WHEREAS, the Developer has or will petition the City for a Public Improvement District (“PID”), which will include the Development Area within its boundaries, under the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”); and

WHEREAS, the City and the Developer hereby recognize and agree that through the entire PID process (creation, negotiation, review, execution, and initial administration), and also during the development process relating to the Development Area, the City will obtain professional services related thereto from independent, third-party professionals related to issues associated with the PID and/or related to issues necessitated by developing the Development Area, including but not limited to all services associated with creation, negotiation, review, and execution of the PID, drafting, negotiating and executing a development agreement and other related agreements including agreements with Developer and/or the PID and/or others as necessary in relation to the PID, as well as legal, expert, appraising, surveying, and consulting services associated with any required exercise of the City’s power of eminent domain that becomes necessary for obtaining property interests necessary for the construction of certain public infrastructure to be built to improve the Development Area (“Professional Services”); and

WHEREAS, the City and the Developer recognize and agree that through the entire development process, including creation, negotiation, review, execution and initial administration of the PID, the City will be required to incur expenses, including expenses for the Professional Services and for legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, court costs, special consultant fees, and fees for administrative time of City staff (collectively “City Expenses”); and

WHEREAS, the Developer recognizes that the City has limited financial resources to expend for the City Expenses and without the financial assistance of the Developer, the City may be unable to expeditiously process the formation of the PID and assist the Developer with developing the Development Area; and

WHEREAS, as a result and in consideration of the foregoing, the Developer desires and hereby agrees to pay and/or reimburse City for all City Expenses in accordance with the terms of this Agreement; and

WHEREAS, the City Council of the City, by and through this Agreement, shall maintain sufficient controls to ensure that the public purpose and best interest of the City are carried out.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree as follows:

### Agreement

1. Recitals. The representations, covenants, and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into this Agreement and adopted by the parties to this Agreement.

2. Exhibits. All Exhibits referenced in this Agreement, and listed below, are incorporated herein for all purposes; specifically:

Exhibit A – Legal Description of Development Area.

3. Payment for Professional Services. Developer shall be responsible for reimbursing City for the payment of invoices for Professional Services subject to the terms of this Section 3.

(a) Upon execution of this Agreement, the Developer shall deliver to the City \$25,000 (“Developer Deposit”) to be used by the City for the sole purpose of making payment for City Expenses including but not limited to City Expenses incurred for Professional Services performed by City Consultants. For purposes of this Agreement, “City Consultants” means such professionals as City may engage to provide advice and counsel and other professional services in association with the Professional Services, which professionals shall include, but not be limited to, attorneys, professional engineers, surveyors, accountants, appraisers, and financial advisors and specifically includes but is not limited to:

- a. Nichols, Jackson, Dillard, Hager & Smith, LLP;
- b. Hilltop Securities;
- c. Bracewell, LLP; and
- d. P3Works, Inc.
- e. Pyles Whatley Corporation
- f. Halff Associates, Inc.

(b) City agrees to hold the Developer Deposit in a separate fund maintained by City within City’s books of account. Notwithstanding the foregoing, City may commingle the funds for the Developer Deposit with City’s other funds held within City’s depository or investment accounts provided all funds received into and spent from such separate fund are accounted for by City as provided in the paragraph (d), below.

(c) Not later than ten (10) business days after receipt of written notice from City that the balance in the Developer Deposit has decreased to less than \$10,000, Developer shall remit to City an additional amount necessary to restore the balance of the Developer Deposit to \$25,000. Developer understands and agrees that if Developer fails to pay and/or make replenishment payment(s) in accordance with the requirements of this Section 3(c), City may, at City's sole discretion, cease incurring additional City Expenses, including, but not limited to, directing all City Consultants to cease all work hereunder until such time as Developer deposits funds with City in an amount sufficient to comply with its obligations under this Section 3(c).

(d) Upon written request from Developer, but in no case more often than once each sixty (60) days during the term of this Agreement, City agrees to provide a written account of the funds spent from the Developer Deposit. Developer shall have the right to examine the invoices and receipts supporting the expenditures made by City; provided, however, City shall be entitled to redact any information from invoices provided by any City Consultant which City has determined, in City's sole discretion, is protected by the attorney/client privilege or constitutes attorney work product. Developer shall have ten (10) days after receipt of City's account to review City's accounting and make objections thereto. If Developer objects to any City Expense paid from the Developer Deposit, the Parties shall attempt to resolve the dispute within a reasonable period of time. However, if notwithstanding their collective good faith effort the dispute cannot be timely resolved, City's payment of the disputed City Expense shall be final.

(e) In engaging any City Consultant, City shall act in good faith and shall not incur unnecessary or unreasonable costs or pay costs other than the City Expenses from the Developer Deposit.

(f) If Developer determines to not proceed with the creation of the PID, Developer will notify City pursuant to Section 5, below. Upon Developer's notice of termination of this Agreement, City will promptly notify all City Consultants to stop work and cease incurring further City Expenses.

(g) Not later than ten (10) days after City has determined that City has paid all City Expenses and that no further City Expenses will be incurred pursuant to this Agreement, City agrees to refund to Developer any remaining balance of the Developer Deposit. If on termination of this Agreement, the funds in the Developer Deposit are insufficient to pay City Expenses that remain due and payable, not later than ten (10) days after receipt of written request from City, Developer shall pay to City an amount equal to the remaining unpaid City Expenses less the balance of any of the Developer Deposit remaining in City's accounts. Notwithstanding any other provision of this Agreement to the contrary, the obligations of the Parties set forth in this Section 3(g) shall survive any termination of this Agreement, and the Parties do not release or discharge their respective rights to such payments.

(h) For purpose of this Agreement, City may be reimbursed for City Expenses, including but not limited to the City Expenses incurred in the negotiation and execution of this Agreement, notwithstanding a portion of such City Expenses were incurred and the work performed by the City Consultants prior to the Effective Date.

4. City's Obligations. In utilizing Professional Services, the City shall act in good faith and shall not incur costs unnecessarily and arbitrarily. The parties agree that nothing in this Agreement obligates the City to enter into a Development Agreement, approve creation or establishment of a PID or enter agreements relating thereto, or otherwise approve any particular project proposed by the Developer and that the City retains its authority to approve, deny, or approve in part, any project or district in accordance with state law and the City's adopted regulations. Developer's obligation to pay the City Expenses shall exist and continue independent of whether a Development Agreement is executed, and regardless of whether the PID is approved or established or whether agreements necessary thereto are executed. This Agreement confers no vested rights or development rights on the Property or to the Developer.

5. Termination. Either Party may terminate this Agreement for any reason or for no reason by providing not less than five (5) business days' written notice of termination to the other Party. Termination of this Agreement shall be the sole and exclusive remedy of City or Developer, as the case may be, for any claim by either Party of any breach of this Agreement by the other Party. City shall be entitled to pay City Expenses from the Developer Deposit for:

(a) Work performed by City Consultants or others in providing Professional Services incurred through the date of termination; and

(b) Expenses for which City is contractually obligated to reimburse a City Consultant or other person or entity providing Professional Services.

6. City's Right to Information. Promptly on request by the City or any of the City's professional consultants providing Professional Services in accordance with this Agreement, the Developer agrees to provide such information relating to development of the Development Area, including financial information, as the City or its consultants may in their discretion determine is necessary for their evaluation of the feasibility or advisability of the PID, or of the creation or use of a particular district or zone in furtherance of the Development Area. The City shall direct its City Attorney and other legal counsel retained not to release any data or information provided by the Developer to a third party, unless either the Developer provides written consent for such release or the City is otherwise directed to release the information by the Office of the Texas Attorney General ("OAG"). In addition, absent the Developer's authorization for the release of the Developer's data and information, the City shall direct the City Attorney to diligently seek approval of the OAG to withhold proprietary and confidential information subject to a request for public information pursuant to Chapter 552 of the Texas Government Code.

7. City Attorney's Obligations. Notwithstanding anything to the contrary contained herein, the Developer acknowledges that the City Attorney shall exclusively represent the legal interest of the City of Seagoville, Texas, and that no attorney-client privilege between the Developer and the offices of the City Attorney, or any of its attorneys, shall be established by virtue of this Agreement.

8. No Obligation to Establish PID. Developer acknowledges that City has no obligation to establish the PID or to issue any bonds or other indebtedness with respect thereto,

and nothing contained within this Agreement shall create any such obligation. Developer's obligation to pay the City Expenses as provided herein above shall exist and continue independent of whether the PID or bonds or other indebtedness are approved. This Agreement shall confer no vested rights or development rights on the Property or to Developer. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development on the Property.

9. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the obligation of the Developer to pay City Expenses.

10. Amendment. This Agreement may only be amended or altered by written instrument signed by the Developer and the City.

11. Successors and Assigns. Neither the City nor the Developer may assign or transfer this Agreement or any interest in this Agreement without prior written consent of the other party. This Agreement is binding upon and inures to the benefit of the City and the Developer and their permitted assigns; however, this Agreement confers no rights or benefits on any third parties and, in particular, no rights or benefits on any provider of Professional Services other than for payment of services rendered.

12. Notice. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified Mail Return Receipt Requested, on the earlier of the date actually received at the delivery address or five business days after mailed; (b) if deposited with a private delivery service (such as U.P.S. or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address; and (c) if otherwise given (including by E-mail), when actually received at the delivery address. All notices shall be addressed as set forth below; however, any party may change its address for purposes of this Agreement by giving notice of such change as provided by this Section 11:

City:

City of Seagoville  
Patrick Stallings, City Manager  
702 US-175 Frontage Road  
Seagoville, Texas 75159

With a Copy to:

Victoria W. Thomas, City Attorney  
Nichols Jackson Dillard Hager & Smith  
500 North Akard, Suite 1800  
Dallas, Texas 75201

Developer:

Meritage Homes of Texas, LLC  
Attention: Matthew Pagoria  
8840 Cypress Waters Blvd, Suite 100  
Dallas, Texas 75019

With a Copy to:

Winstead PC  
Attn: Ross S. Martin  
2728 N. Harwood, Ste. 500  
Dallas, TX 75201

13. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either party.

14. Applicable Law. This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue for any dispute arising out of this Agreement shall lie in Dallas County, Texas.

15. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

17. Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its respective obligations under this Agreement.

18. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

19. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein.

21. Attorney's Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees from the non-prevailing party.

22. Non-Recordation. This Agreement shall not be recorded.

23. Effective Date. Whether signed in duplicate counterparts or on the same document, this Agreement shall be effective on the date it bears the signatures of authorized representatives of all of the Parties (the "Effective Date").

Executed by Developer and City to be effective on the Effective Date.

Date: 04/14/2021

**DEVELOPER:**

**Meritage Homes of Texas, LLC,**  
an Arizona limited liability company

By:   
Matthew J. Pagoria  
Vice President Land Acquisition

**CITY:**

Date: \_\_\_\_\_

**City of Seagoville, Texas**

By: \_\_\_\_\_  
Patrick Stallings, City Manager

**ATTEST:**

\_\_\_\_\_  
Kandi Jackson, City Secretary

Approved as to form:

By: \_\_\_\_\_  
Victoria W. Thomas, City Attorney

**SECRETARY'S CERTIFICATE**

**MERITAGE HOMES OF TEXAS, LLC**

I, C. Timothy White, do hereby certify that I am the duly appointed Executive Vice President – General Counsel, Director and Secretary of Meritage Homes of Texas, LLC, an Arizona limited liability company (the “Company”).

I also do hereby certify that Matthew Pagoria is the duly appointed Vice President – Land Acquisition for the Dallas Division of the Company, and has been authorized, by and on behalf of the Company, to execute the following:

- (1) documents, contracts, and agreements relating to the acquisition of real property, including land acquisition contracts, option contracts, and related ancillary documents (such as deeds, closing statements, escrow instructions, HUD statements and forms, and related closing documents and instructions);
- (2) documents, contracts, and agreements relating to land planning and development, such as easements, declarations of covenants, conditions, and restrictions / condominium declarations, joint development agreements, development agreements, and contracts and agreements with contractors, subcontractors, vendors, and other third parties; and
- (3) general and other contracts and agreements (related to Officer’s responsibilities) with vendors, service providers, and other third parties in the ordinary course of business.

Dated: April 13, 2021

By:  \_\_\_\_\_

Name: Tim White

Title: Executive Vice President –  
General Counsel, Director and Secretary

## EXHIBIT "A"

### LEGAL DESCRIPTION

#### TRACT 1

BEING A 223.122 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201200121817, PLAT RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 33.33 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1", ALL OF A 22.000 ACRE TRACT OF LAND, CONVEYED AS "TRACT 2", ALL OF A 13.75 ACRE TRACT OF LAND CONVEYED AS "TRACT 3", AND ALL OF AN 18.000 ACRE TRACT OF LAND CONVEYED AS "TRACT 4", TO RICHARD JONES AND GARY JONES, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800011184, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 41.267 ACRE TRACT OF LAND CONVEYED AS "TRACT A", TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 25.486 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF LOT 3 OF THE NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 199300515011, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID 223.122 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR A SOUTH CORNER OF SAID LOT ONE, BLOCK ONE AND THE COMMON EAST CORNER OF A 145.58 ACRE TRACT OF LAND CONVEYED TO PLATTER INVESTMENT COMPANY, AS RECORDED IN VOLUME 72196, PAGE 1744, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST LINE OF A TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, (NO RECORD DOCUMENT FOUND);

THENCE, NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID LOT ONE, AND THE COMMON NORTHEAST LINE OF SAID 145.58 ACRE TRACT, A DISTANCE OF 2282.25 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID LOT ONE AND THE SOUTH CORNER OF A 1.33585 ACRE RIGHT-OF-WAY DEDICATION FOR STARK ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE

NO. 201100151442, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON SAID NORTHEAST LINE OF SAID 145.58 ACRE TRACT, FROM WHICH A 1/2" IRON ROD WITH CAP FOUND BEARS NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, A DISTANCE OF 14.89 FEET;

THENCE, ALONG THE NORTHWEST LINE OF SAID LOT ONE AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION FOR STARK ROAD, THE FOLLOWING COURSES AND DISTANCES:

NORTH 38 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 589.13 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 51 DEGREES 51 MINUTES 50 SECONDS WEST, A DISTANCE OF 17.33 FEET;

NORTH 44 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 865.48 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID LOT ONE AND THE COMMON EAST CORNER OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION. SAID POINT BEING ON THE SOUTHWEST LINE OF AFORESAID "TRACT 3", FROM WHICH A 1/2" IRON ROD FOUND BEARS SOUTH 45 DEGREES 27 MINUTES 29 SECONDS EAST, A DISTANCE OF 82.55 FEET;

THENCE, NORTH 45 DEGREES 24 MINUTES 31 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION AND THE COMMON SOUTHWEST LINE OF SAID "TRACT 3", A DISTANCE OF 40.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION AND THE COMMON WEST CORNER OF SAID "TRACT 3". SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STARK ROAD, SAME BEING A 3.05 ACRE TRACT OF LAND CONVEYED TO THE COUNTY OF DALLAS, AS RECORDED IN VOLUME 222, PAGE 826, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 01 MINUTE 58 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID "TRACT 3" AND AFORESAID "TRACT 4", AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID STARK ROAD, A DISTANCE OF 1339.61 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID "TRACT 4". SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 45 DEGREES 55 MINUTES 43 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID "TRACT 4", AFORESAID "TRACT 2", AND AFORESAID "TRACT 1", AND WITH SAID SOUTHEAST RIGHT-OF-WAY LINE OF LASATER

ROAD, A DISTANCE OF 2348.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID "TRACT 1" AND THE COMMON NORTH CORNER OF A 1.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT, AS RECORDED IN VOLUME 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT 1" AND THE COMMON NORTHWEST LINE OF SAID 1.000 ACRE TRACT, PASSING AT A DISTANCE OF 198.89 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 213.58 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID 1.000 ACRE TRACT AND THE COMMON NORTH CORNER OF AFORESAID 41.267 ACRE "TRACT A" TRACT;

THENCE, ALONG THE NORTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 225.75 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 1.000 ACRE TRACT;

NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 18.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 2.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOTT AND STELLA ELLIOT, AS RECORDED IN VOLUME 3294, PAGE 563, DEED RECORDS, DALLAS COUNTY, TEXAS;

SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 495.00 FEET TO A 1/2" IRON PIPE FOUND FOR THE SOUTH CORNER OF SAID 2.000 ACRE TRACT;

NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 191.93 FEET TO A 1/2" IRON ROD FOUND FOR THE EAST CORNER OF SAID 2.000 ACRE TRACT. SAID POINT BEING ON THE AFORESAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, A DISTANCE OF 49.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A 1.01 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER, AS RECORDED IN

COUNTY CLERK'S FILE NO. 201900029745, OFFICIAL PUBLIC RECORDS,  
DALLAS COUNTY, TEXAS;

THENCE, ALONG THE EASTERLY LINE OF SAID 41.267 ACRE "TRACT A" TRACT,  
THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG THE  
NORTHWEST LINE OF SAID 1.01 ACRE TRACT AND A 1.012 ACRE TRACT  
OF LAND CONVEYED TO LARRY DOUGLAS WALKER, AS RECORDED IN  
COUNTY CLERK'S FILE NO. 201000089821, OFFICIAL PUBLIC RECORDS,  
DALLAS COUNTY, TEXAS, A DISTANCE OF 419.22 FEET TO A 3/4" IRON  
ROD FOUND FOR THE WEST CORNER OF SAID 1.012 ACRE TRACT;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE  
SOUTHWEST LINE OF SAID 1.012 ACRE TRACT, A DISTANCE OF 211.17  
FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA  
SURVEYING" SET FOR THE SOUTH CORNER OF SAID 1.012 ACRE TRACT.  
SAID POINT BEING ON THE NORTHWEST LINE OF A 6.679 ACRE TRACT  
OF LAND CONVEYED TO JERRY McFADDEN ANN CLAUDETTE McFADDEN,  
AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS  
COUNTY, TEXAS;

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG SAID  
NORTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 379.57  
FEET TO A 1/2" IRON ROD FOUND FOR THE WEST CORNER OF SAID 6.679  
ACRE TRACT;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE  
SOUTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 349.67  
FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA  
SURVEYING" SET FOR THE SOUTH CORNER OF SAID 6.679 ACRE TRACT.  
SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E.  
SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG SAID  
NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, PASSING AT A  
DISTANCE OF 89.58 FEET A 5/8" IRON ROD WITH YELLOW PLASTIC CAP  
STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A TRACT  
OF LAND OCCUPIED BY SAID DENNIS WOLFORD AND JANIS WOLFORD, (  
NO DEED RECORD FOUND), AND CONTINUING IN ALL, A TOTAL  
DISTANCE OF 558.43 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC  
CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHEAST CORNER OF  
SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON WEST CORNER  
OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHEAST  
LINE OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, AND THE COMMON SOUTHWEST LINE OF SAID OCCUPIED TRACT, A DISTANCE OF 88.71 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT, AND THE COMMON NORTHWEST CORNER OF AFORESAID LOT 3 OF THE NABORS SUBDIVISION SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE NORTH LINE OF SAID LOT 3, THE COMMON SOUTH LINE OF SAID OCCUPIED TRACT AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

NORTH 54 DEGREES 28 MINUTES 50 SECONDS EAST, A DISTANCE OF 39.89 FEET TO A POINT FOR CORNER;

NORTH 79 DEGREES 12 MINUTES 50 SECONDS EAST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 09 MINUTES 10 SECONDS EAST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;

NORTH 71 DEGREES 49 MINUTES 50 SECONDS EAST, A DISTANCE OF 50.84 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID LOT 3 AND THE COMMON SOUTHEAST CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF AFORESAID E. SIMONDS ROAD AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 25 MINUTES 51 SECONDS, A RADIUS OF 1366.30 FEET, AND A LONG CHORD THAT BEARS SOUTH 18 DEGREES 27 MINUTES 35 SECONDS EAST, A DISTANCE OF 224.64 FEET;

THENCE, THE EAST LINE OF SAID LOT 3 AND SAID WEST RIGHT-OF-WAY LINE, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 224.89 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 23 DEGREES 10 MINUTES 31 SECONDS EAST, A DISTANCE OF 97.48 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 25 DEGREES 09 MINUTES 44 SECONDS EAST, A DISTANCE OF 62.60 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID LOT 3 AND A COMMON NORTH CORNER OF A 2.24 ACRE TRACT OF LAND CONVEYED TO LOWELL SHERMAN AND BARBARA SHERMAN, AS

RECORDED IN VOLUME 99051, PAGE 4686, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 74 DEGREES 45 MINUTES 40 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2 AND THE COMMON NORTH LINE OF SAID 2.24 ACRE TRACT, A DISTANCE OF 41.27 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 3, A COMMON ANGLE POINT IN SAID 2.24 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, ALONG THE EASTERLY LINES OF SAID 25.486 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 49 MINUTES 06 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 2.24 ACRE TRACT, A DISTANCE OF 433.93 FEET TO A PK NAIL FOUND FOR THE WEST CORNER OF SAID 2.24 ACRE TRACT;

SOUTH 45 DEGREES 13 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 2.24 ACRE TRACT AND A 2.83 ACRE TRACT OF LAND CONVEYED TO CLYDE CARMAN, AS RECORDED IN COUNTY CLERK'S FILE NO. 200900225070, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 398.65 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID 25.486 ACRE "TRACT A" TRACT, AND AN ANGLE POINT IN SAID SOUTHWEST LINE OF SAID 2.83 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 68 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT AND THE COMMON NORTHEAST LINE OF SAID 4.527 ACRE TRACT PASSING AT A DISTANCE OF 1787.41 FEET A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 25.486 ACRE "TRACT A" TRACT, THE COMMON NORTHWEST CORNER OF SAID 4.527 ACRE TRACT, A SOUTH CORNER OF AFORESAID 41.267 ACRE "TRACT A" TRACT, AND THE COMMON NORTHEAST CORNER OF A 0.886 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN COUNTY CLERK'S FILE NO. 171439, DEED RECORDS, DALLAS COUNTY, TEXAS, AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTHEAST LINE OF SAID 0.886 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 2163.03 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR A SOUTHWEST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTHWEST CORNER OF SAID 0.886 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF A 0.46 ACRE TRACT OF LAND

CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 41.267 ACRE "TRACT A" TRACT AND SAID 0.46 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 35.76 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR AN INTERIOR ELL CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON EAST CORNER OF SAID 0.46 ACRE TRACT;

NORTH 43 DEGREES 03 MINUTES 15 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WESTERN MOST SOUTHWEST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTH CORNER OF SAID 0.46 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF AFORESAID LOT ONE, BLOCK ONE;

THENCE, ALONG THE SOUTHERLY LINES OF SAID LOT ONE, BLOCK ONE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 46 DEGREES 56 MINUTES 45 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID LOT ONE AND THE COMMON NORTHWEST LINE OF SAID 0.46 ACRE TRACT, PASSING AT A DISTANCE OF 7.90 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 82.73 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHEAST CORNER OF AFORESAID TEXAS POWER & LIGHT COMPANY TRACT, (NO RECORD DOCUMENT FOUND);

NORTH 59 DEGREES 54 MINUTES 53 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID TEXAS POWER & LIGHT COMPANY TRACT, A DISTANCE OF 125.04 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR THE NORTH CORNER OF SAID TEXAS POWER & LIGHT COMPANY TRACT;

SOUTH 43 DEGREES 19 MINUTES 07 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID TEXAS POWER & LIGHT COMPANY TRACT, A DISTANCE OF 82.65 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 9,719,193 SQUARE FEET OR 223.122 ACRES OF LAND.

**TRACT 2**

BEING A 22.791 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL OF A 1.098 ACRE TRACT OF LAND CONVEYED AS "TRACT B" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND ALL OF A 21.916 ACRE TRACT OF LAND CONVEYED AS "TRACT B" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 22.791 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 1/2" IRON ROD WITH CAP FOUND FOR THE WEST CORNER OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON SOUTH CORNER OF A 0.46 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 129.052 ACRE TRACT OF LAND CONVEYED TO CHARLOTTE LEE TAYLOR, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070095728, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON SOUTHEAST LINE OF SAID 0.46 ACRE TRACT, A DISTANCE OF 53.08 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR THE NORTH CORNER OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON WEST CORNER OF A 0.886 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN COUNTY CLERK'S FILE NO. 171439, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 68 DEGREES 43 MINUTES 32 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 1.098 ACRE "TRACT B" TRACT AND AFORESAID 21.916 ACRE "TRACT B" TRACT, AND THE COMMON SOUTHWEST LINE OF SAID 0.886 ACRE TRACT AND A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 2356.14 FEET TO A 1/2" IRON ROD FOUND FOR A NORTHEAST CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 4.527 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 2.07 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED VOLUME 3844, PAGE 413, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 21.916 ACRE "TRACT B" TRACT AND SAID 2.07 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 43 MINUTES 20 SECONDS WEST, A DISTANCE OF 50.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 21.916 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 2.07 ACRE TRACT;

SOUTH 45 DEGREES 12 MINUTES 26 SECONDS EAST, A DISTANCE OF 300.20 FEET TO A 1/2" IRON ROD FOUND FOR THE EAST CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON SOUTH CORNER OF SAID 2.07 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND SAID NORTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 540.59 FEET TO A 1/2" IRON PIPE FOUND FOR THE SOUTH CORNER OF SAID 21.916 ACRE "TRACT B" TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF THE REMAINDER OF A 10.0 ACRE TRACT OF LAND CONVEYED TO O.D. OGLETREE AND WIFE, BILLIE OGLETREE, AS RECORDED IN VOLUME 240, PAGE 856, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 38 MINUTES 27 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTHEAST LINE OF SAID REMAINDER 10.0 ACRE TRACT AND A 3.33 ACRE TRACT OF LAND CONVEYED TO J.R. YARBROUGH, AS RECORDED IN VOLUME 92202, PAGE 1127, DEED RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1067.71 FEET TO A 1/2" IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTH CORNER OF SAID 3.33 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 04 MINUTES 12 SECONDS WEST, ALONG A SOUTHEAST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTHWEST LINE OF SAID 3.33 ACRE TRACT, A DISTANCE OF 399.93 FEET TO A 1/2" IRON PIPE FOUND FOR AN EXTERIOR ELL CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON WEST CORNER OF SAID 3.33 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 129.052 ACRE TRACT;

THENCE, NORTH 44 DEGREES 57 MINUTES 39 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND AFORESAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON NORTHEAST LINE OF SAID

129.052 ACRE TRACT, A DISTANCE OF 1393.95 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 992,774 SQUARE FEET OR 22.791 ACRES OF LAND.

**TRACT 3**

BEING A 1.052 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND OCCUPIED BY DENNIS WOLFORD AND JANIS WOLFORD, (NO RECORD DOCUMENT FOUND). SAID 1.052 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID OCCUPIED TRACT AND A COMMON SOUTH CORNER OF A 41.267 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 25.486 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON SOUTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, A DISTANCE OF 468.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EAST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON SOUTH CORNER OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN AND CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS, BEARS NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, A DISTANCE OF 89.58 FEET;

THENCE, ALONG THE EASTERLY LINES OF SAID OCCUPIED TRACT AND THE COMMON WESTERLY RIGHT-OF-WAY LINES OF SAID E. SIMONDS ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 31 DEGREES 03 MINUTES 28 SECONDS WEST, A DISTANCE OF 116.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 09 DEGREES 55 MINUTES 06 SECONDS WEST, A DISTANCE OF 87.96 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 12 DEGREES 50 MINUTES 38 SECONDS EAST, A DISTANCE OF 160.03 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHEAST CORNER OF LOT 3 OF NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 199300515011, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE COMMON LINES OF SAID OCCUPIED TRACT, SAID LOT 3, AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 71 DEGREES 49 MINUTES 50 SECONDS WEST, A DISTANCE OF 50.84 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 09 MINUTES 10 SECONDS WEST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;

SOUTH 79 DEGREES 12 MINUTES 50 SECONDS WEST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 28 MINUTES 50 SECONDS WEST, A DISTANCE OF 39.89 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST CORNER OF SAID LOT 3. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, NORTH 45 DEGREES 30 MINUTES 30 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, A DISTANCE OF 88.71 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 45,834 SQUARE FEET OR 1.052 ACRES OF LAND.

## ***Regular Session Agenda Item: 12***

**Meeting Date: May 17, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of the Public Improvement District Administration Services Agreement by and between the City of Seagoville and P3Works, LLC to provide consultant services for the Stonehaven Public Improvement District in the City of Seagoville, Dallas County, Texas, described therein as provided in Exhibit 'A' attached hereto and incorporated herein; authorizing the City Manager to execute the agreement and any other necessary documents; and, providing for an effective date.

### **BACKGROUND OF ISSUE:**

The City of Seagoville desires to enter into an agreement with P3Works, LLC for consultant services for the Stonehaven Public Improvement District.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Resolution  
Exhibit A – Agreement

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE PUBLIC IMPROVEMENT DISTRICT ADMINISTRATION SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SEAGOVILLE AND P3WORKS, LLC TO PROVIDE CONSULTANT SERVICES FOR THE STONEHAVEN PUBLIC IMPROVEMENT DISTRICT IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, DESCRIBED THEREIN AS PROVIDED IN EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Seagoville desires to enter into an agreement with P3Works, LLC (“Consultant”) for consultant services for the Stonehaven Public Improvement District; and

**WHEREAS**, the City Council of the City of Seagoville believes it is in the best interest of the City and its citizens to approve said agreement.

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

**SECTION 1.** The City Council hereby authorizes, approves, and accepts the terms and conditions of the Public Improvement District Administration Services Agreement by and between the City of Seagoville, Texas and P3Works, LLC, for the consultant services for the Stonehaven Public Improvement District, as provided in Exhibit ‘A’, attached hereto and incorporated herein (the “Agreement”).

**SECTION 2.** That the City Council of the City of Seagoville hereby authorizes the City Manager to execute the Agreement and any necessary documents to give effect to the same.

**SECTION 3.** That this Resolution shall take effect immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Seagoville, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF SEAGOVILLE, TEXAS  
APPROVED:**

\_\_\_\_\_  
Dennis K. Childress, Mayor

**ATTEST:**

\_\_\_\_\_  
Kandi Jackson, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Victoria W. Thomas, City Attorney  
(050521vwtTM122275)

**EXHIBIT A**  
(Agreement with P3Works )

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT  
ADMINISTRATION SERVICES**

This Agreement for Public Improvement District Administration Services (“Agreement”) is entered into by and between the City of Seagoville, Texas (“City”) and P3Works, LLC, a Texas limited liability company (“P3Works”), by and through their authorized representatives. Collectively, the City and P3Works may be referred to as “Parties” and individually as a “Party”.

**RECITALS**

**WHEREAS**, the Developer of Stonehaven has requested the City author and create the Stonehaven Public Improvement District (“PID” or “District”) to finance the costs of certain public improvements for the benefit of property as authorized by Chapter 372 of the Texas Local Government Code, as amended (“PID Act”); and

**WHEREAS**, the City may consider issuing bonds to fund certain improvements in the PID as authorized by the Public Improvement District Act, Texas Local Government Code, Chapter 372, as amended; and

**WHEREAS**, the City requires specialized services related to the creation of the District, including revising and updating of the Service and Assessment Plan (“Service and Assessment Plan”), providing documents to be included in a bond issuance, and the administration of the District,

**WHEREAS**, P3Works has the expertise to properly establish and administer the District and ensure compliance with Texas Local Government Code Chapter 372

**WHEREAS**, the City desires to engage the services of P3Works as an independent contractor, and not as an employee, to provide District administration services set forth in Exhibit “A” (the “Scope of Services”); and

**WHEREAS**, the P3Works desires to render services for the City on the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I  
Term; Termination**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue for a period of three (3) years. Thereafter the term of this Agreement shall automatically renew for successive terms of one year each, unless sooner terminated as provided herein.

1.2 Notwithstanding any other provisions of this Agreement, either Party may terminate this Agreement without cause at any time by providing sixty (60) days prior written notice to the other Party. In the event of termination City shall pay P3Works, within thirty (30) days of such termination, all of P3Works' fees and expenses accrued or incurred to and including the date of termination, including any amount incurred or accrued in connection with work in progress.

## **ARTICLE II**

### **Scope of Services**

2.1 P3Works shall provide Public Improvement District administrative services to the City related to the administration of the District as set forth in the Scope of Services

2.2 No substantial changes in the scope of services shall be made without the prior written approval of P3Works and the City.

2.4 P3Works shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

2.5 Should any errors caused by P3Works be found in any services or work products, P3Works will correct those errors, and if the errors are in final services or products, make such corrections at no additional charge, by revising the services and work products as necessary to eliminate the errors.

2.6 As part of the work and services to be performed, P3Works shall furnish intermediate reports to the City from time to time, when requested, in such form and number as may be required by the City; and shall make such final reports as may be required by the City concerning the work and services performed.

2.7 The City shall provide access to all documents reasonably necessary to the performance of P3Works' duties under this Agreement. All such documents shall remain the property of the City. P3Works shall not use or disclose information concerning the City to third parties without prior written consent of the City.

2.8 P3Works may not disclose non-public information relating to the work and services performed under this Agreement to any person not entitled to receive it. Notwithstanding the foregoing, City shall have full access to all information relating to work and services performed by P3Works under this Agreement.

## **ARTICLE III**

### **Payment Terms and Conditions**

3.1 In consideration for the services to be performed by P3Works, the City agrees to pay P3Works the fees for all services and related costs and expenses set forth in the Scope of Services, beginning on the Effective Date. Once assessments have been levied, the Basic District Administration Services Monthly Collection Fees will begin, and then the February 1, following

the levy of assessments, and each February 1 thereafter, the Monthly Fees may increase with the prior written approval of the City.

3.2 Monthly invoices shall be submitted to the City for work completed. City agrees to pay the amount due to P3Works within thirty (30) days after receipt of each invoice.

3.3 Copies of all invoices to P3Works for expenses, materials, or services provided to P3Works will accompany the invoice to the City. P3Works will pass any third-party cost through to the City without markup; and P3Works shall not incur any expense in excess of \$200.00 without prior written consent of the City.

3.4 The only source of payment for P3Works' District fees and services shall be the District or funds advanced by the developer of the District. The City general fund shall never be used to pay for any expenses relating to P3Works' administration of the District. In the event there is insufficient District funds in a given year to pay P3Works' fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient District funds or funds advanced by the developer of the District to pay such fees and costs.

#### **ARTICLE IV General Provisions**

4.1 This Agreement including any exhibits supersedes any other agreements, either oral or written, between the Parties hereto with respect to rendering of services by P3Works for the City and contains all the covenants and agreements between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

4.2 This Agreement shall be governed by the laws of the State of Texas without regard to choice of law rules. Exclusive venue for any action shall be in the state district court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court. This Agreement shall not be construed for or against any Party by reason of who drafted the provisions set forth herein.

4.3 Neither this Agreement or any duties or obligations under this Agreement may be assigned by P3Works without the prior written consent of the City.

4.4 P3Works is a PID Administration firm, does not provide financial advice, and is not an Independent Registered Municipal Advisor under the SEC and MSRB Rules, therefore, P3Works will request an IRMA Exemption Letter if not already provided on the City's website, and then provide to the City an IRMA Exemption acceptance letter in the general form attached as Exhibit B upon execution of the Agreement.

4.5 The waiver by either Party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

4.6 All records, reports, and other documents excepted as noted in Section 4.7, prepared by P3Works for the purposes of providing the services described in this Agreement shall be property of the City. All such documents shall be made available to the City upon written request. P3Works shall maintain such records for a period of four (4) years after termination of this Agreement.

4.7 The City acknowledges P3Works' ownership of its software, programs, inventions, know-how, trade secrets, confidential knowledge, source code, or other proprietary information relating to products, processes, services, software, formulas, developmental or experimental work, business plans, financial information, or other subject matter ("Confidential Information") pertaining to the business of P3Works. This Agreement shall not in any way give rise to any requirement or obligation for P3Works to disclose or release any Confidential Information.

4.8 The headings and article titles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

4.9 Should either Party commence any legal action or proceeding against the other based upon this Agreement, the prevailing Party shall be entitled to an award of reasonable attorney's fees and costs.

4.10 All notices, requests, demands, and other communications which are required to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:

If to City, to:

City of Seagoville, Texas  
Attn: Patrick Stallings  
702 US Hwy 175 Frontage Rd.  
Seagoville, Texas 75159

With a copy to:

Victoria W. Thomas  
Nichols, Jackson, Dillard, Hager  
& Smith, L.L.P.  
500 N. Akard Street Suite 1800  
Dallas, Texas 75201

If to P3Works, to:

P3Works, LLC  
Attn: Mary V. Petty  
Managing Partner  
P3Works, LLC  
9284 Huntington Square Ste 100  
North Richland Hills, TX 76182

4.11 The Parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective Parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

#### 4.12 Indemnification.

P3WORKS DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE P3WORKS, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE P3WORKS EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B). INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE P3WORKS'S LIABILITY. THE P3WORKS'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY P3WORKS UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

#### 4.13 Insurance.

(a) P3Works shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City") relating to the work and services provided by the P3Works pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to the City; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by P3Works, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of P3Works's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in claims maintained two years past project completion, covering negligent acts, errors and omissions by P3Works, its contractors, sub-contractors, consultants and employees in the performance of

services pursuant to this Agreement.

(b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy except to the Professional Liability policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the P3Works shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. P3Works shall provide written notice to City of any cancellation, non-renewal, and or changes to the Professional Liability Policy required herein.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.

(d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the P3Works shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the P3Works shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to P3Works by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

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

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

4.16 Independent Contractor. It is understood and agreed by and between the Parties that the P3Works, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by P3Works pursuant to this Agreement shall be in the capacity of an

independent contractor, and not as an agent or employee of the City. P3Works shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

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

4.18 Prohibition of Boycott Israel. P3Works verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

*(signature page to follow)*

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF SEAGOVILLE, TEXAS**

By: \_\_\_\_\_  
Patrick Stallings, City Manager

Approved as to form:

\_\_\_\_\_  
Victoria W. Thomas, City Attorney  
(043021vwtTM122207)

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**P3WORKS, LLC**

By: \_\_\_\_\_  
Mary V. Petty, Managing Partner

**EXHIBIT A**  
**SERVICES TO BE PROVIDED**

**PID FORMATION, SERVICE AND ASSESSMENT PLAN PREPARATION, AND BOND ISSUANCE SUPPORT SERVICES**

*Billed at P3Works' prevailing hourly rates, which are currently as follows:*

<i>Title</i>	<i>Hourly Rate</i>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Senior Associate</i>	<i>\$160</i>
<i>Associate</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

*\*P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel times will be billed at hourly rates. Increased hourly rates must be approved by City.*

**District Due Diligence and Preparation of PID Plan of Finance**

1. P3Works will review project information and review the plan of finance for the proposed transaction with City Financial Advisor, including
  - o Assessed value schedules, value to lien analysis, and overall structuring to achieve City goals and objectives
  - o Identify areas of risk with the City's Financial Advisor, and solutions to mitigate the risks,
  - o Bond sizing and bond phasing by improvement area,
  - o Sources and uses of funds by improvement area,
  - o Debt service schedules, and;
  - o Assessment allocation and associated estimated annual installment by lot type for each improvement area.

**Preparation of Service and Assessment Plan**

1. P3Works will prepare a complete and final Service and Assessment Plan to be adopted by City Council and included in the Official Statement for the Bonds based on the Plan of Finance.
2. P3Works will present the Service and Assessment Plan to City Council and request approval of Assessment Roll.

**Bond Issuance Support**

1. P3Works will ensure bond documents, including the PID financing agreement, bond indenture, and official statement are all consistent with the Service and Assessment Plan.
2. P3Works will provide ad-hoc analysis as requested by the City and the underwriter in preparation of the preliminary official statement.

### Participation in Presentations to City Council or other Public Forums

1. P3Works will prepare and present information as requested to the City Council or any other public forum.

### **BASIC DISTRICT ADMINISTRATION SERVICES**

Monthly collection fees will begin once assessments are levied

*If no bonds are sold:*

*Monthly Fee = \$1,500 beginning the first of the month following execution of this Agreement for the first improvement area; and \$1,000 per month for each improvement area thereafter. (Proration will occur for any partial month if not begun on the 1st day of the month.)*

*If bonds are sold:*

*Monthly Fee amounts will be \$2,500 for the first improvement area beginning the first month following the issuance of bonds; and \$1,250 per month for each improvement area thereafter.*

*For PIDs that P3Works did not create: Monthly Collection Fees will not begin until the first Annual SAP Update is drafted by P3Works and approved by Council, therefore all work completed to that point will be billed hourly.*

*See Section below related to “Consulting Services Relating to Future Improvement Areas and related Bond Issuance” for hourly fees if bonds are contemplated.*

### Prepare Annual Service and Assessment Plan Update

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update service and assessment plan text and tables.
2. Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.
3. Update annual District assessment roll.
4. Identify parcel subdivisions, conveyance to owners’ associations, changes in land use, and any other information relevant to the levy of special assessments.
5. Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved service and assessment plan.
6. Identify any parcels dedicated to any property types classified as exempt by the service and assessment plan.
7. Update District database with newly subdivided parcels and property type classifications.
8. Calculate annual special assessment for each parcel. Verify the sum of annual installments for all parcels in the District is sufficient to meet the annual debt service requirement, administration expenses, and any provisions for delinquency or prepayment reserves.
9. Calculate other funds available, such as reserve fund income, capitalized interest, and interest income. Reduce annual assessment based on findings according to approved service and assessment plan.

10. Present preliminary annual assessment roll to City. Upon approval by City, submit final annual assessment roll to County Tax Collector

#### Administration of Bond Funds (if bonds are sold)

1. Review and reconcile the account statements for the funds maintained by the trustee. Ensure annual special assessment calculation is compliant with Indenture as it relates to each fund.
2. Provide annual summary of all District accounts maintained by Trustee at the time the annual service and assessment plan update is performed.

#### Provide Public Information Request Support

1. If requested, P3Works will respond to any calls and or emails relating to the District. P3Works will only provide technical answers relating to the annual assessments or the District generally. P3Works will not provide any commentary on City policy relating to PIDs.
2. If the City receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, P3Works will review and provide a written response to the City. If a calculation error occurred, P3Works will take corrective action as required to correct the error.

#### Delinquency Management

1. After the end of the annual assessment installment collection period, P3Works will prepare a delinquent special assessment report, which details which parcels are delinquent and the amount of delinquency.
2. P3Works will notify the City what action must be taken relating to delinquent parcels, if any, to remain in compliance with the District bond documents.

#### Website Setup

1. Prepare website database searchable by property tax ID for use by property owners, title companies, mortgage companies, or other interested parties. The search results will provide assessment information, including outstanding principal, annual installment amount, payment information, and a breakdown of the assessment installment by use (principal, interest, reserve fund accounts, administrations, etc.)
2. Prepare "District Information" page for website. Information will include a background of the District formation and bond issuance process, District boundary map, and description of improvements. In additions, P3Works will provide a link to District documents.

### **DISTRICT ADMINISTRATION SETUP SERVICES**

#### *\$7,500 One Time Lump Sum Fee*

1. Prepare District Administration Manual
2. P3Works will review the full bond transcript and identify all requirements of the City relating to District administration and/or disclosure requirements.
3. Prepare written summary of all City administration and disclosure requirements.

4. Prepare calendar of all relevant dates and deadlines for District administration and disclosure requirements.
5. Meet with County Assessor’s office to establish procedure for obtaining parcel information for assessment roll.
6. Meet with County Tax Office to establish procedure to include District assessment roll on property tax bill.
7. Meet with City representatives to finalize policies and procedures relating to District Administration.

**ADDITIONAL DISTRICT SERVICES**

*Billed at P3Works’ prevailing hourly rates, which are currently as follows:*

<i>Title</i>	<i>Hourly Rate</i>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Senior Associate</i>	<i>\$160</i>
<i>Associate</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

*\*P3Works’ hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel will be billed at the hourly rates. Increased rates must be approved by the City.*

Continuing Disclosure Services

1. P3Works will prepare the form of the annual report as required by the continuing disclosure agreements and work with the City and the developer of the District to complete.
2. P3Works will request from developer of the District the reports due pursuant to the developer disclosure agreement and disseminate these reports pursuant to the disclosure agreement; including Seller’s Disclosures.
3. Upon notification by any responsible party or if P3Works independently becomes aware of such knowledge, P3Works will prepare notices of material events covering the events enumerated in the disclosure agreements.
4. P3Works will coordinate with the Trustee or the City’s dissemination agent to disseminate the annual reports, quarterly reports from the developer, and notice of significant events to the Municipal Securities Rulemaking Board (MSRB) and any other parties required in the continuing disclosure agreement.

Developer Payment Request Administration

1. P3Works will review all developer payment requests to ensure the request complies with the PID Financing Agreement, the District service and assessment plan, and any other relevant provisions contained in the District documents.
2. P3Works will audit the developer payment request to ensure there is proper backup documentation and that the accounting is accurate.
3. P3Works will coordinate with the City’s designated representative to ensure the improvements were built to the standards of the accepting governing body.

4. P3Works will ensure improvements to be dedicated are free and clear of all liens and encumbrances.

Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to City)

1. P3Works will update the Service and Assessment Plan to comply with Bond documents.
2. P3Works will prepare an updated Assessment Roll including the future Improvement Area
3. P3Works will coordinate with City's bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
4. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.

Development Agreement Review Specific to the PID Boundary

1. Participate in meetings or calls at City Manager's, or designee, direction.
2. Review and comment on Development Agreement drafts.
3. Prepare Ad hoc analysis as requested.

**EXHIBIT B**  
**IRMA EXEMPTION LETTER**



P3Works, LLC.  
9284 Huntington Sq.  
Suite 100  
North Richland Hills,  
Texas 76182

Mary V. Petty  
Managing Partner  
+1.817.393-0353 Phone  
[Admin@P3-Works.com](mailto:Admin@P3-Works.com)

\_\_\_\_\_, 2021

Patrick Stallings  
City Manager  
702 US Hwy 175 Frontage Road  
Seagoville, TX 75159

RE: IRMA Exemption/Acceptance Letter

To Whom It May Concern:

We have received your written representation, dated \_\_\_\_\_ , 2021, that the City of Seagoville (the "City") has engaged and is represented by Hilltop Securities, Inc., an independent registered Municipal Advisor ("IRMA"). In accordance with Section 15Ba1-1(d)(3)(vi) of the Securities Exchange Act of 1934 ("Securities Exchange Act"), we understand and intend for the City to rely on IRMA's advice in evaluating recommendations brought forward by P3Works, LLC that constitute "advice" as defined in the Securities Exchange Act ("IRMA Exemption").

Furthermore, P3Works, LLC has conducted reasonable due diligence and is confirming that to the best of our knowledge, the IRMA is independent from P3Works, LLC, that P3Works, LLC is not a municipal advisor and is not subject to the fiduciary duty to municipal entities that the Security and Exchange Act imposes on municipal advisors, and that P3Works, LLC has a reasonable basis for relying on the IRMA Exemption. We will advise you, in writing, if we become aware of any changes.

P3Works, LLC provides PID Administration as consult services to Cities and Counties.

As required by the relevant sections of the Securities Exchange Act regarding Municipal Advisors, we are informing your identified IRMA of these facts.

Mary V. Petty  
Managing Partner  
P3Works, LLC

Jon Snyder  
Managing Partner  
P3Works, LLC

## ***Regular Session Agenda Item: 13***

**Meeting Date: May 17, 2021**

### **ITEM DESCRIPTION:**

Discuss and direct Staff concerning an increase in speed limit on Seagoville Road between U.S. Highway 175 Frontage Road and Myers.

### **BACKGROUND OF ISSUE:**

During a discussion on or about Monday, May 3, 2021 Council inquired about increasing the speed limit on Seagoville Road between U.S. Highway 175 Frontage Road and Myers to be in line with the remainder of the street. After some research Staff has learned in order to increase the prima facie speed limit an engineering and traffic investigation is required. Staff would need to obtain a professional engineer to complete the traffic impact analysis.

### **FINANCIAL IMPACT:**

Should Council desire to complete the traffic impact analysis Staff would need to present a budget amendment in order to obtain the professional engineer.

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

## ***Regular Session Agenda Item: 14***

**Meeting Date:** May 17, 2021

**ITEM DESCRIPTION:**

Discuss no parking signs to be located at or near Hall and Shadybrook.

**BACKGROUND OF ISSUE:**

Councilmember Hernandez requested this item.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

N/A

## ***Regular Session Agenda Item: 15***

**Meeting Date: May 17, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving an Ordinance of the City of Seagoville, Texas amending the Code of Ordinances by amending Chapter 17 “Traffic”, Article 17.04 “Parking, Stopping or Standing”, Division 2. Parking Regulations on Specific Streets”, by adding a new section 17.04.068 to provide for no parking on the north and south sides of the eastbound south U.S. Highway 175 Service Road, beginning approximately 835 feet from its point of intersection with Malloy Bridge Road and extending eastward for a distance of approximately 786 feet to Water Street; authorizing the City Manager or his designee to cause the appropriate signage to be erected; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense; and providing an effective date.

### **BACKGROUND OF ISSUE:**

As a result of Councilman Fruin requesting on April 19, 2021 that the parking situation on South U.S. Highway 175 at or near its intersection with Water Street to be placed on a future agenda, staff began monitoring the parking situation to be able to report its findings to the City Council. At the Regular City Council meeting on May 3, 2021, Councilman Fruin explained his concerns for the parking situation on the South Highway 175 Service Road, Water Street, and produced pictures depicting the damage done within the rights-of-way as a result of the parking. Staff also reported its findings over the last couple of weeks with regard to the same.

After a lengthy discussion, it was the consensus of the City Council to have staff bring back an ordinance that prohibited parking on both sides of the eastbound South U.S. Highway 175 Service Road about midway from its point of intersection with Malloy Bridge Road extending east to Water Street and on also to prohibit parking on Water Street beginning at its point of intersection with South U.S. Highway 175 Service Road extending south southeast to the end of the commercially zoned properties.

### **FINANCIAL IMPACT:**

### **RECOMMENDATION:**

### **EXHIBITS:**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 17 “TRAFFIC”, ARTICLE 17.04 “PARKING, STOPPING OR STANDING”, DIVISION 2. PARKING REGULATIONS ON SPECIFIC STREETS”, BY ADDING A NEW SECTION 17.04.068 TO PROVIDE FOR NO PARKING ON THE NORTH AND SOUTH SIDES OF THE EASTBOUND SOUTH U.S. HIGHWAY 175 SERVICE ROAD, BEGINNING APPROXIMATELY 835 FEET FROM ITS POINT OF INTERSECTION WITH MALLOY BRIDGE ROAD AND EXTENDING EASTWARD FOR A DISTANCE OF APPROXIMATELY 786 FEET TO WATER STREET; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO CAUSE THE APPROPRIATE SIGNAGE TO BE ERECTED; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City has determined that to protect the general welfare, health and safety of the citizens of the City it is necessary to prohibit the stopping, standing and parking on the eastbound U.S. Highway 175 Service Road, as described herein;

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

**SECTION 1.** The Code of Ordinances of the City of Seagoville, Texas are hereby amended by amending Chapter 17, Traffic, Article 17.04, Parking, Stopping or Standing, Division 2, Parking Regulations on Specific Streets, by adding a new section 17.04.068 to provide for no parking on the north and south sides of the eastbound South U.S. Highway 175 Service Road, beginning approximately 835 feet from its point of intersection with Malloy Bridge Road extending eastward for a distance of approximately 786 feet to Water Street, and which shall read as follows:

**“Chapter 17 Traffic**

**...**

## **Article 17.04 Parking, Stopping or Standing**

...

### **Division 2. Parking Regulations for Specific Streets**

...

#### **Sec. 17.04.068 U.S. Highway 175 Eastbound Service Road**

It shall be unlawful for any person to leave, stand, or park any motor vehicle or other vehicle or impediment at any time on the north or south side of the eastbound South U.S. Highway 175 Service Road, beginning approximately 835 feet from its point of intersection with Malloy Bridge Road eastward for a distance of approximately 786 feet to Water Street.

#### **Secs. 17.04.069-17.04.090 Reserved”**

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

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

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

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

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

**SECTION 7.** This ordinance shall take effect from and after its passage.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this the 17<sup>th</sup> day of May, 2021.

**APPROVED:**

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DENNIS K. CHILDRESS, MAYOR

**ATTEST:**

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KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

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VICTORIA W. THOMAS, CITY ATTORNEY  
(051321vwt(TM1122448))

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 17 “TRAFFIC”, ARTICLE 17.04 “PARKING, STOPPING OR STANDING”, DIVISION 2. PARKING REGULATIONS ON SPECIFIC STREETS”, BY ADDING A NEW SUBSECTION 17.04.068 TO PROVIDE FOR NO PARKING ON THE NORTH AND SOUTH SIDES OF THE EASTBOUND U.S. HIGHWAY 175 SERVICE ROAD, BEGINNING APPROXIMATELY 835’ FROM ITS POINT OF INTERSECTION WITH MALLOY BRIDGE ROAD EXTENDING EASTWARD FOR A DISTANCE OF APPROXIMATELY 786’ FEET TO WATER STREET; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO CAUSE THE APPROPRIATE SIGNAGE TO BE ERECTED; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this the 17<sup>th</sup> day of May, 2021.

**APPROVED:**

\_\_\_\_\_  
**DENNIS K. CHILDRESS, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**KANDI JACKSON, CITY SECRETARY**

## ***Regular Session Agenda Item: 16***

**Meeting Date: May 17, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving an Ordinance of the City of Seagoville, Texas amending the Code of Ordinances by amending Chapter 17 “Traffic”, Article 17.04 “Parking, Stopping or Standing”, Division 2. Parking Regulations on Specific Streets”, by adding a new section 17.04.069 to provide for no parking on either side of Water Street beginning at its point of intersection with the south U.S. Highway 175 Service Road and extending south/southeast along Water Street for a distance of approximately 435 feet; authorizing the City Manager or his designee to cause the appropriate signage to be erected; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense; and providing an effective date.

### **BACKGROUND OF ISSUE:**

As a result of Councilman Fruin requesting on April 19, 2021 that the parking situation on South U.S. Highway 175 at or near its intersection with Water Street to be placed on a future agenda, staff began monitoring the parking situation to be able to report its findings to the City Council. At the Regular City Council meeting on May 3, 2021, Councilman Fruin explained his concerns for the parking situation on the South Highway 175 Service Road, Water Street, and produced pictures depicting the damage done within the rights-of-way as a result of the parking. Staff also reported its findings over the last couple of weeks with regard to the same.

After a lengthy discussion, it was the consensus of the City Council to have staff bring back an ordinance that prohibited parking on both sides of the eastbound South U.S. Highway 175 Service Road about midway from its point of intersection with Malloy Bridge Road extending east to Water Street and on also to prohibit parking on Water Street beginning at its point of intersection with South U.S. Highway 175 Service Road extending south southeast to the end of the commercially zoned properties.

### **FINANCIAL IMPACT:**

### **RECOMMENDATION:**

### **EXHIBITS**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 17 “TRAFFIC”, ARTICLE 17.04 “PARKING, STOPPING OR STANDING”, DIVISION 2. PARKING REGULATIONS ON SPECIFIC STREETS”, BY ADDING A NEW SECTION 17.04.069 TO PROVIDE FOR NO PARKING ON EITHER SIDE OF WATER STREET BEGINNING AT ITS POINT OF INTERSECTION WITH THE SOUTH U.S. HIGHWAY 175 SERVICE ROAD AND EXTENDING SOUTH/SOUTHEAST ALONG WATER STREET FOR A DISTANCE OF APPROXIMATELY 435 FEET; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO CAUSE THE APPROPRIATE SIGNAGE TO BE ERECTED; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City has determined that to protect the general welfare, health and safety of the citizens of the City, it is necessary to prohibit the stopping, standing and parking on both sides of a portion of Water Street, as described herein;

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

**SECTION 1.** The Code of Ordinances of the City of Seagoville, Texas is hereby amended by amending Chapter 17, Traffic, Article 17.04, Parking, Stopping or Standing, Division 2, Parking Regulations on Specific Streets, by adding a new section 17.04.069 to provide for no parking on either side of Water Street beginning at its point of intersection with the South U.S. Highway 175 Service Road and extending along Water Street south/southeast for a distance of approximately 435 feet, and which shall read as follows:

**“Chapter 17 Traffic**

**...**

**Article 17.04 Parking, Stopping or Standing**

**...**

## **Division 2. Parking Regulations for Specific Streets**

...

### **Sec. 17.04.069 Water Street**

It shall be unlawful for any person to leave, stand, or park any motor vehicle or other vehicle or impediment at any time on either side of Water Street beginning at its point of intersection with the South U.S. Highway 175 Service Road and extending along Water Street south/southeast for a distance of approximately 435 feet.

### **Secs. 17.04.070-17.04.090 Reserved”**

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

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

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

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

**SECTION 6.** Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of

the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two hundred dollars (\$200.00) for each offense.

**SECTION 7.** This ordinance shall take effect immediately from and after its passage.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this the 17<sup>th</sup> day of May, 2021.

**APPROVED:**

---

DENNIS K. CHILDRESS, MAYOR

**ATTEST:**

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KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

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VICTORIA W. THOMAS, CITY ATTORNEY  
(051`321VWTm122449)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 17 “TRAFFIC”, ARTICLE 17.04 “PARKING, STOPPING OR STANDING”, DIVISION 2. PARKING REGULATIONS ON SPECIFIC STREETS”, BY ADDING A NEW SUBSECTION 17.04.068 TO PROVIDE FOR NO PARKING ON THE NORTH AND SOUTH SIDES OF THE EASTBOUND U.S. HIGHWAY 175 SERVICE ROAD, BEGINNING APPROXIMATELY 835’ FROM ITS POINT OF INTERSECTION WITH MALLOY BRIDGE ROAD EXTENDING EASTWARD FOR A DISTANCE OF APPROXIMATELY 786’ FEET TO WATER STREET; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO CAUSE THE APPROPRIATE SIGNAGE TO BE ERECTED; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this the 17<sup>th</sup> day of May, 2021.

**APPROVED:**

\_\_\_\_\_  
**DENNIS K. CHILDRESS, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**KANDI JACKSON, CITY SECRETARY**

## ***Regular Session Agenda Item: 17***

**Meeting Date: May 17, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances, Chapter 21, Building Regulations, Article 21.08, Fences, by amending Section 21.08.003(a)(11) to reduce the size of lot required for Pipe Rail Fencing from five (5) acres or more to one (1) acre or more; providing for the repeal of all Ordinances in conflict; providing a severability clause; providing a penalty of fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense; and providing an effective date.

### **BACKGROUND OF ISSUE:**

As a result of an inquiry made by Councilman Hernandez, this item was brought before the City Council for discussion purposes at the May 3, 2021 Regular City Council meeting. After discussion, it was the consensus of the Council to have staff prepare an Ordinance for consideration and approval that amended the lot size requirement currently in the Section 21.08.003(a)(11), which relates to pipe rail fencing only, by reducing the same from five (5) acres or more to one (1) acre or more.

The City Council also discussed the remainder of Section 21.08.003(a)(11), which provides for pipe rail fencing to only be permitted on agricultural zoned property or property that has been granted the agricultural exemption by the appropriate appraisal district. Following discussion, it was the further consensus of the City Council to continue to require the agricultural zoning or agricultural exemption as currently set forth in Section 21.03.003(a)(11).

Therefore, based on the discussions held in the May 3, 2021 Regular City Council Meeting, an ordinance is before you for consideration that provides for an amendment to the above referenced to read specifically as follows:

*“(11) Pipe rail fence is only allowed on lots measuring one (1) acre or more and zoned AG or for which an AG exemption has been granted by the Dallas County Appraisal District or the Kaufman County Appraisal District.”*

### **FINANCIAL IMPACT:**

### **RECOMMENDATION:**

### **EXHIBITS**

Amending Ordinance

**ORDINANCE NO. \_\_\_\_-2021**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 21, BUILDING REGULATIONS, ARTICLE 21.08, FENCES, BY AMENDING SECTION 21.08.003(a)(11) TO REDUCE THE SIZE OF LOT REQUIRED FOR PIPE RAIL FENCING FROM FIVE (5) ACRES OR MORE TO ONE (1) ACRE OR MORE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 21.08.003 of the Code of Ordinances provides for the permitted types of fencing that may be built, erected or constructed within the City and the requirements for the same; and

**WHEREAS**, pursuant to section 21.08.003(a)(11), pipe rail fencing is allowed on lots meeting all other requirements stated therein and measuring five acres or more; and

**WHEREAS**, the City Council finds that it is in the best interest of the general welfare of the citizens of Seagoville that the lot size requirement stated in section 21.08.003(a)(11) as a requirement for use of pipe rail fence be amended from a minimum of five acres to a minimum of one acre.

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

**SECTION 1.** The Code of Ordinances of the City of Seagoville, Texas is hereby amended by amending Chapter 21 Building Regulations, Article 21.08, Fences, Section 21.08.003(a)(11) to read as follows:

**“CHAPTER 21 BUILDING REGULATIONS**

...

**ARTICLE 21.08 FENCES**

...

**Sec. 21.08.003 Permitted types**

(a) ...

(11) Pipe rail fence is only allowed on lots measuring one (1) acre or more and zoned AG or for which an AG exemption has been granted by the Dallas County Appraisal District or the Kaufman County Appraisal District.

...”

**SECTION 2.** All provisions of the Code of Ordinances of the City of Seagoville in conflict with the provisions of this ordinance are hereby repealed, and all other provisions of the ordinances of the City of Seagoville not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 3.** Should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same should not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional.

**SECTION 4.** Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two hundred dollars (\$200.00) for each offense.

**SECTION 5.** This ordinance shall take effect immediately from and after its passage.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on 17th day of May, 2021.

APPROVED:

\_\_\_\_\_  
DENNIS K. CHILDRESS MAYOR

ATTEST:

\_\_\_\_\_  
KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
VICTORIA W. THOMAS, CITY ATTORNEY  
(051321vwtTM122453)

## ***Regular Session Agenda Item: 18***

**Meeting Date: May 17, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving an Ordinance of the City of Seagoville, Texas providing for "All Way Stop" signs to be installed at the intersection of Alto Road and Wooley Way; authorizing the City Manager or designee to cause the appropriate signage to be erected; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense; and providing an effective date.

### **BACKGROUND OF ISSUE:**

It was brought to our attention by a concerned citizen that the speed limit and speed limit signage around Seagoville North Elementary School is deficient. Staff explored the area and presented City Council with their findings on or about Monday, May 3, 2021. After some discussion, City Council requested Staff to present Ordinances establishing appropriate school zones, relevant maximum prima facie speed limit, and to provide proper signage and traffic control devices for the safety of all.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Ordinance – Establishing speed on Alto Road from Wooley Way to Farmers

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS PROVIDING FOR "ALL WAY STOP" SIGNS TO BE INSTALLED AT THE INTERSECTION OF ALTO ROAD AND WOOLEY WAY; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO CAUSE THE APPROPRIATE SIGNAGE TO BE ERECTED; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, a public elementary school is located at the intersection of Alto Road and Wooley Way in a high-traffic area; and

**WHEREAS**, as a result of the high level of traffic, location in a school zone, and the current development in the area, a recommendation has been made that the intersection of Alto Road and Wooley Way be designated as an "All Way Stop" intersection for the protection and safety of the motorists and pedestrians, including school children, traveling the same; and

**WHEREAS**, Section 17.03.052 of the Code of Ordinances of the City of Seagoville provides that the locations wherein stop signs are placed be designated by ordinance; and

**WHEREAS**, after discussion and consideration, the City Council has determined that it serves to promote the health, safety and general welfare and is in the best interest of the City and those traveling the area to designate the intersection of Alto Road and Wooley Way as an all way stop intersection and to direct the City Manager or his designee to cause the appropriate signage to be erected giving notice of the same;

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

**SECTION 1.** The intersection of Alto Road and Wooley Way is hereby designated as an "all way stop" intersection.

**SECTION 2.** The City Manager or his designee is hereby directed to cause appropriate signs to be erected giving notice of the all way stop established herein and such provision shall not be effective unless such signs or markings are in place at the time of an alleged offense.

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

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

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

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

**SECTION 7.** This ordinance shall take effect immediately from and after its passage.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this the 17<sup>th</sup> day of May 2021.

**APPROVED:**

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DENNIS K. CHILDRESS, MAYOR

**ATTEST:**

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KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

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VICTORIA THOMAS, CITY ATTORNEY  
(051321vwtTM122457)

## ***Regular Session Agenda Item: 19***

**Meeting Date: May 17, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances of the City of Seagoville by amending Chapter 17, Traffic, Article 17.03, Operation of Vehicles, Division 3, Speed Limits, Section 17.03.086, "School Zones", at its Subsection (b) by establishing and designating the following school zones (1) A School Zone on Alto Road, from Seagoville Road to Wooley Way; (2) a School Zone on Travers Trail, the entire distance between Seagoville Road and Wooley Way; and (3) a School Zone on Wooley Way from its point of intersection with Travers Trail to its point of intersection with Alto Road; authorizing the City Manager or his designee to erect the appropriate signage: providing a repealing clause; providing a penalty of fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense; and providing an effective date.

### **BACKGROUND OF ISSUE:**

It was brought to our attention by a concerned citizen that the speed limit and speed limit signage around Seagoville North Elementary School is deficient. Staff explored the area and presented City Council with their findings on or about Monday, May 3, 2021. After some discussion, City Council requested Staff to present Ordinances establishing appropriate school zones, relevant maximum prima facie speed limit, and to provide proper signage and traffic control devices for the safety of all.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Ordinance – Establishing school zones at Alto Road, Travers Trail and Wooley Way

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SEAGOVILLE BY AMENDING CHAPTER 17, TRAFFIC, ARTICLE 17.03, OPERATION OF VEHICLES, DIVISION 3, SPEED LIMITS, SECTION 17.03.086, "SCHOOL ZONES", AT ITS SUBSECTION (b) BY ESTABLISHING AND DESIGNATING THE FOLLOWING SCHOOL ZONES (1) A SCHOOL ZONE ON ALTO ROAD, FROM SEAGOVILLE ROAD TO WOOLEY WAY; (2) A SCHOOL ZONE ON TRAVERS TRAIL, THE ENTIRE DISTANCE BETWEEN SEAGOVILLE ROAD AND WOOLEY WAY; AND (3) A SCHOOL ZONE ON WOOLEY WAY FROM ITS POINT OF INTERSECTION WITH TRAVERS TRAIL TO ITS POINT OF INTERSECTION WITH ALTO ROAD; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ERECT THE APPROPRIATE SIGNAGE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** The Code of Ordinance of the City of Seagoville, Texas is hereby amended by amending Chapter 17, Traffic, Article 17.03, Operation of Vehicles, Division 3, Speed Limits, Section 17.03.086, "School Zones", at its Subsection (b) by designating and establishing school zones on Alto Road, Travers Trail, and Wooley Way as provided herein, which shall read as follows:

**"Chapter 17 Traffic**

...

**Article 17.03 Operation of Vehicles**

...

**Division 3 Speed Limits**

...

**Sec. 17.03.086 School Zones.**

...

(b) The following areas shall be designated as school zones:

Alto Road, from its point of intersection with Seagoville Road to its point of intersection with Wooley Way.

Bowers Road . . .

. . .

East Stark Road . . .

Travers Trail, from its point of intersection with Seagoville Road to its point of intersection with Wooley Way.

Wooley Way, from its point of intersection with Travers Trail to its point of intersection with Alto Road.”

**SECTION 2.** The City Manager or his designee is hereby directed to erect or cause to be erected appropriate signage giving notice of the designation of the school zones and the speed limits established for such school zones and the provisions establishing the school zones set forth in this ordinance shall not be effective unless such signs or markings are in place at the time of an alleged offense.

**SECTION 3.** All provisions of the Code of Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 4.** Should any word, phrase, paragraph, section or phrase of this ordinance or of the Code of Ordinances, as amended hereby, be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 5.** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 6.** Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances, as amended hereby, shall be guilty of a misdemeanor and upon conviction in the Municipal Court of the City of Seagoville, Texas, shall be subject to a fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense, and each and every day such violation is continued shall be deemed to constitute a separate offense.

**SECTION 7.** This ordinance shall take effect immediately from and after its passage.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this the 17<sup>th</sup> day of May, 2021.

**APPROVED:**

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DENNIS K CHILDRESS, MAYOR

**ATTEST:**

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KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

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VICTORIA THOMAS, CITY ATTORNEY

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 17, DIVISION 3, SECTION 17.03.086, "SCHOOL ZONES", SUBSECTION (b) BY ESTABLISHING AND DESIGNATING A SCHOOL ZONE FOR ALTO ROAD, FROM SEAGOVILLE ROAD TO WOOLEY WAY; TRAVERS TRAIL, THE ENTIRE DISTANCE BETWEEN SEAGOVILLE ROAD AND WOOLEY WAY; AND ON WOOLEY WAY FROM ITS POINT OF INTERSECTION WITH TRAVERS TRAIL TO ITS POINT OF INTERSECTION WITH ALTO ROAD; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ERECT THE APPROPRIATE SIGNAGE PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this the 17<sup>th</sup> day of May, 2021.

**APPROVED:**

\_\_\_\_\_  
DENNIS K CHILDRESS, MAYOR

**ATTEST:**

\_\_\_\_\_  
KANDI JACKSON, CITY SECRETARY

## ***Regular Session Agenda Item: 20***

**Meeting Date: May 17, 2021**

### **ITEM DESCRIPTION:**

Receive Councilmember Reports/ Items of Community Interest

### **BACKGROUND OF ISSUE:**

Section 551.0415 of the Texas Government Code authorizes a quorum of the governing body of a municipality or county to receive reports about items of community interest during a meeting without having given notice of the subject of the report if no action is taken. Section 551.0415 defines an “item of community interest” to include:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in status of a person’s public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

## *Regular Session Agenda Item: 21*

**Meeting Date:** May 17, 2021

**ITEM DESCRIPTION:**

Future Agenda Items

**BACKGROUND OF ISSUE:**

Council provides direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

N/A

## *Executive Session Agenda Item: 22*

**Meeting Date: May 17, 2021**

### **ITEM DESCRIPTION:**

#### Recess into Executive Session

Council will recess into executive session pursuant to Texas Government Code:

- A. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Assistant City Manager
- B. § 551.076 – Deliberation Regarding Security Devices or Security Audits to deliberate the deployment or specific occasions for implementation of security personnel or devices or a security audit, specifically including City cyber-security

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

## *Executive Session Agenda Item: 23*

**Meeting Date:** May 17, 2021

### **ITEM DESCRIPTION:**

#### **Reconvene into Regular Session**

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

- A. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Assistant City Manager
- B. § § 551.076 – Deliberation Regarding Security Devices or Security Audits to deliberate the deployment or specific occasions for implementation of security personnel or devices or a security audit, specifically including City cyber-security

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A