



**SEAGOVILLE, TEXAS  
CITY COUNCIL MEETING AGENDA  
MONDAY, JUNE 21, 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 a presentation concerning Vehicle and City Ordinance Violations (Police Chief)**
- C. Receive a presentation concerning dogs running at large and fireworks on or near Kleberg Road (Police Chief)**

**Adjourn**

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

**ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Presentation – Government Finance Officers Association Distinguished Budget**

**Presentation Award**

**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 June 7, 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 June 5, 2021 Runoff Election for Councilmember Place 4; and providing for an effective date (City Secretary)**
- 3. Administer Oath of Office to newly elected Councilmembers (City Secretary)**
- 4. Discuss and consider selection of Mayor Pro Tem for 2021-2022 (City Council)**
- 5. Conduct interviews with Boards & Commissions Applicants for appointment and reappointments (City Secretary)**
- 6. Discussion with Republic Services concerning polycarts and all services performed by Republic Services (Councilmember Howard)**
- 7. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, authorizing and approving an amendment to Ordinance 14-2020, which adopted the Operating Budget for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021, by amending the Personnel Costs and Authorized Positions in the Animal Services Department to provide an additional \$8,954.00 appropriation for the creation and funding of a new Full Time Animal Control Officer from the General Fund Balance; 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 (Police Chief)**
- 8. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of One 2022 Ford F-150 Ext. Cab Pickup Animal Services Vehicle at a total cost of Forty Six Thousand, Five Hundred Nineteen Dollars and Eighty Four Cents (\$46,519.84) from Sam Pack's Five Star Ford through the Buyboard Cooperative Purchasing Program; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Police Chief)**
- 9. 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 Interlocal Agreement between the Cities of Mesquite, Balch Springs, Seagoville, and Sunnyvale for the Southeast Collaboration for the purpose of providing mental health services in support of their governmental operations and residents; said agreement attached hereto as Exhibit "A", respectively; providing for the repeal of any and all Resolutions in conflict; and providing an effective date (City Manager)**
- 10. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**

**11. 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.

**12. Recess into Executive Session**

**Council will recess into executive session pursuant to Texas Government Code:**

- A. § 551.072. regarding deliberation of the purchase or value of real property, to wit, wastewater and temporary construction easements on, under, and over Parcels 5, 7 and/or 8 of the Northern Basin Interceptor Alignment Project**
- B. § 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**

**13. Reconvene Into Regular Session**

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

- A. § 551.072. regarding deliberation of the purchase or value of real property, to wit, wastewater and temporary construction easements on, under, and over Parcels 5, 7 and/or 8 of the Northern Basin Interceptor Alignment Project**
- B. § 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**

**14. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, declaring a public necessity exists and finding a public use and purpose for the taking and acquiring of an approximately 4.963 acre tract of land for a 50 foot-wide wastewater easement and temporary construction easement, said tract being out of the Andrew Nail Survey, Abstract No. 1070, Dallas County, Texas and the John Lanier Survey, Abstract No. 805, Dallas County, Texas; providing for a last and final offer and authorization to purchase said easement for just compensation and, if such offer is refused, authorizing the filing of proceedings in Eminent Domain; and providing an effective date (City Attorney)**

**15. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, declaring a public necessity exists and finding a public use and purpose for the taking and acquiring of an approximately 1.889 acre tract of land for a 35 foot-wide wastewater easement and an additional approximately 0.810 acre tract of land for an overlapping 50 foot wide temporary construction easement, said tracts being out of the Herman Heider Survey, Abstract No. 541 and the John Lanier Survey, Abstract No. 805, City of Seagoville, Dallas County Texas; providing for a last and final offer and authorization to purchase said easements for just compensation and, if such offer is refused, authorizing the filing of proceedings in Eminent Domain; and providing an effective date (City Attorney)**

**16. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, declaring a public necessity exists and finding a public use and purpose for the taking and acquiring of an approximately 0.597 acre tract of land for a 35 foot-wide wastewater easement and an additional approximately 0.249 acre tract of land for an overlapping 50 foot wide temporary construction easement, said tracts being out of the Herman Heider Survey, Abstract No. 541, City of Seagoville, Dallas County Texas; providing for a last and final offer and authorization to purchase said easements for just compensation and, if such offer is refused, authorizing the filing of proceedings in Eminent Domain; and providing an effective date (City Attorney)**

**Adjourn**

Posted Friday, June 18, 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**

- **Thursday, July 8, 2021 Regular City Council Meeting**
- **Monday, July 19, 2021 Regular City Council Meeting**
- **Monday, August 2, 2021 Regular City Council Meeting**
- **Monday, August 16, 2021 Regular City Council Meeting**



# City of Seagoville Police Department

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



## City Council Presentation

### City Ordinance Violations (vehicles)

At the Council meeting on June 7, 2021 the City Manager requested a presentation from the Police Department regarding an initiation to clear streets of vehicle(s) that we found in violation of current ordinances regarding expired registrations, inoperable or dilapidated condition.

Our initial effort yielded multiple vehicles on multiple streets being red tagged for various city ordinance violations. The following is a list of streets and number of city ordinance violations addressed:

- Shadybrook Lane between the 700 and 1000 Blocks 4 violations addressed
- Ross Lane between the 1300 and 1400 Blocks 8 violations addressed
- Hall between the 700 and 1300 Blocks 5 violations addressed
- Brittany Way 1 violation addressed
- Riverview Lane 1200 and 1300 Blocks 2 violations addressed
- Quinette 800 Block 2 violations addressed

#### Continued Inspection:

It has been ordered that follow up inspections of these locations and continuous enforcement efforts be conducted to ensure that these violations, as well as any others observed are addressed to bring these violations into compliance.

#### Enforcement:

Should it be determined through follow up inspections that these violations and/or others have not been addressed by the owner or representative, proper enforcement action will be taken in accordance to city ordinance to ensure compliance.



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## Council Presentation

Regarding issues brought forward on Kleberg Road

At the Council meeting on June 7, 2021 the City Manager requested a presentation from the Police Department regarding some issues brought forward regarding dogs running lose on Kleberg Road as well as fireworks issues during or around the 4<sup>th</sup> of July holiday.

The research was conducted with non-specific block ranges which would give all calls for service in the specified call type category. After researching our RMS for calls related to these type issues the following is what we found:

### Animal Related Issues on Kleberg Road:

There has been a total of three (3) calls for service generated or related to animal issues since January 1, 2021 to date, they are:

1. In the 2500 Blk. of Kleberg Rd. regarding lose dogs in the area
2. In the 2700 Blk. of Kleberg Rd. regarding lose dogs where a Citizens Desire to Prosecute form was filled out and given to the complainant.
3. In the 2700 Blk. of Kleberg Rd. a field generated call where officers observed dogs running at large and citations were issued to the owner as a result.

### Fireworks Related Issues on Kleberg Road:

In the research for fireworks complaints in and around the Kleberg road area there were two (2) calls for service or complaints found through our RMS dating back to the July 4<sup>th</sup> weekend in 2020. Through the investigation of these calls it was determined that on one of the calls the fireworks were being shot off in the City of Dallas, very nearby.

The other call for service revealed no notes regarding possible location and no contact with the caller. Responding officers checked the area with no success in locating where the fireworks may have been coming from, it is very possible this call could have been related to the previous call where it was discovered that the fireworks were being shot off within the City of Dallas.



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished  
Budget Presentation  
Award*

PRESENTED TO

**City of Seagoville  
Texas**

For the Fiscal Year Beginning

**October 01, 2020**

*Christopher P. Morill*

Executive Director

## *Consent Session Agenda Item: 1*

**Meeting Date: June 21, 2021**

**ITEM DESCRIPTION:**

Consider approving Council Meeting minutes for June 7, 2021

**BACKGROUND OF ISSUE:**

Approve City Council Meeting minutes for June 7, 2021

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

June 7, 2021 Work Session Meeting Minutes  
June 7, 2021 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL  
WORK SESSION  
JUNE 7, 2021**

**The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:31 p.m. on Monday, June 7, 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 Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Finance Director Gail French, Fire Chief Todd Gilcrease, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**A. Discuss Regular Session Agenda Items**

**1. Consider approving Workshop Meeting minutes for May 13, 2021 and City Council Meeting minutes for May 17, 2021 (City Secretary)**

*No questions.*

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

*City Secretary Jackson stated Place 7 on the Keep Seagoville Beautiful Commission is vacant. She also stated Mildred Chamberlain has applied to fill that position and the background check has been completed.*

*City Secretary Jackson stated the members of the Seagoville Economic Development Commission that are up for reappointment and turned in applications for consideration of reappointment are: Barbara Sherman – Place 1, Theo Hamilton – Place 4, Jose Hernandez – Place 5, and Harold Magill – Place 6.*

**3. Direct Staff concerning the first Council Meeting in July, 2021 (City Secretary)**

*City Secretary Jackson stated the first Council Meeting in July of 2021 falls on Monday, July 5, 2021. She stated city offices are closed on that day in observance of the Fourth of July Holiday. She also stated Staff is seeking direction from Council concerning the first meeting in July, 2021.*

**4. Receive presentation of City of Seagoville's Comprehensive Annual Financial Report for Fiscal Year 2020 (Finance Director)**

*City Manager Stallings stated Item #4 will be discussed in Regular Session.*

**5. Conduct a Public Hearing on a change in the zoning from C, Commercial, to R-5, Residential Single Family-5, on an approximately 0.481± acre tract described as Tract 50 in the Henry D. Bohannon Survey, Abstract 178, commonly referred to as 316 South Kaufman Street in the City of Seagoville, Dallas County, Texas (Community Development Director)**

*City Manager Stallings stated Item #5 will be discussed in Regular Session.*

**6. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a change in the zoning from C, Commercial, to R-5, Residential Single Family-5, on an approximately 0.481± acre tract described as Tract 50 in the Henry D. Bohannon Survey, Abstract 178, commonly referred to as 316 South Kaufman Street in the City of Seagoville, Dallas County, Texas, and being depicted and legally described by metes and bounds in Exhibit "A" attached hereto and incorporated herein; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date (Community Development Director)**

*City Manager Stallings stated Item #6 will be discussed in Regular Session.*

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

*Councilmember Hernandez stated after consideration he would like to recommend enforcement of abandoned vehicles. He stated vehicles are parked on the street in this area and emergency services will not be able to respond should the need occur.*

*City Manager Stallings asked Police Chief Calverley if he would have the Police Department to work on this issue and report back to Council at the next meeting.*

**Adjourned at 6:39 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL  
REGULAR SESSION  
JUNE 7, 2021**

**The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, June 7, 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 Chief Ray Calverley, Library Director Liz Gant, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Finance Director Gail French, 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.*

**Oath of Office for Newly Elected City Council Member** – *Mayor Childress stated the Oath of Office for Newly Elected City Council Member will be tabled until the Council Meeting on June 21, 2021.*

**Mayor's Report** – *None.*

**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.*

*Jack Clower at 2712 Kleberg Road expressed his concerns about loose dogs in his neighborhood.*

*Sharon Alphin at 2704 Kleberg Road expressed her concerns about fireworks and the loose dogs in her neighborhood.*

*Donna Counts at 2729 Kleberg Road expressed her concerns about the same loose dogs.*

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

**1. Consider approving Workshop Meeting minutes for May 13, 2021 and City Council Meeting minutes for May 17, 2021 (City Secretary)**

*Motion to approve Workshop Meeting minutes for May 13, 2021 and City Council Meeting minutes for May 17, 2021 – Magill, seconded by Howard; motion passed with all ayes. 5/0*

**REGULAR AGENDA-**

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

*Motion to appoint Mildred Chamberlain to Place 7 on Keep Seagoville Beautiful Commission – Hernandez, seconded by Howard; motion passed with all ayes. 5/0*

*Motion to appoint Barbara Sherman to Place 1, Jose Hernandez to Place 5, Harold Magill to Place 6 to the Seagoville Economic Development Corporation – Fruin, seconded by Hernandez; motion passed with all ayes 5/0*

**3. Direct Staff concerning the first Council Meeting in July, 2021 (City Secretary)**

*City Council directed Staff to schedule the first Council Meeting in July, 2021 on Thursday, July 8, 2021.*

**4. Receive presentation of City of Seagoville’s Comprehensive Annual Financial Report for Fiscal Year 2020 (Finance Director)**

*Finance Director French and Mr. Conroy with Fox, Byrd & Company presented the City of Seagoville’s Comprehensive Annual Financial Report for Fiscal Year 2020.*

**5. Conduct a Public Hearing on a change in the zoning from C, Commercial, to R-5, Residential Single Family-5, on an approximately 0.481± acre tract described as Tract 50 in the Henry D. Bohannon Survey, Abstract 178, commonly referred to as 316 South Kaufman Street in the City of Seagoville, Dallas County, Texas (Community Development Director)**

*Mayor Childress opened the public hearing at 7:20 p.m.*

*Nelda Ruiz, owner at 316 South Kaufman stated the building located at 316 South Kaufman will not work for the business she owns with her husband. She stated they would like to request a rezone from C, Commercial to R-5, Residential.*

*Josh Davis at 403 South Kaufman stated he would love to see the area become residential. He also stated the area across the street is residential and it is amazing.*

**6. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a change in the zoning from C, Commercial, to R-5, Residential Single Family-5, on an approximately 0.481± acre tract described as Tract 50 in the Henry D. Bohannon Survey, Abstract 178, commonly referred to as 316 South Kaufman Street in the City of Seagoville, Dallas County, Texas, and being depicted and legally described by metes and bounds in Exhibit “A” attached hereto and incorporated herein; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date (Community Development Director)**

*After some discussion, owner Nelda Ruiz stated she does understand the requirements and expenses to convert the existing building to residential.*

*Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a change in the zoning from C, Commercial, to R-5, Residential Single Family-5, on an approximately 0.481± acre tract described as Tract 50 in the Henry D. Bohannon Survey, Abstract 178, commonly referred to as 316 South Kaufman Street in the City of Seagoville, Dallas County, Texas, and being depicted and legally described by metes and bounds in Exhibit “A” attached hereto and incorporated herein; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date – Hernandez, seconded by Howard; motion passed 4/1. (For: Hernandez, Howard, Magill, and Epps, Against: Fruin)*

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

*Councilmember Hernandez stated he would like to allow for enforcement of noncompliant vehicles in order to relieve the congested roads in that area.*

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

*Councilmember Fruin thanked all of the citizens for voting and for the opportunity to serve on the Council again.*

**9. 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 an update in about a month concerning the Kleberg Road residents.*

**10. Council Recessed Into Executive Session at 7:35 p.m.**

**Council will recess into executive session pursuant to Texas Government Code:**

**§ 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**

**11. Reconvened Into Regular Session at 8:12 p.m.**

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

- A. § 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**

*No action taken.*

**Adjourned at 8:12 p.m.**

**APPROVED:**

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

**ATTEST:**

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

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

**Meeting Date: June 21, 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 June 5, 2021 Runoff Election for Councilmember Place 4; and providing for an effective date.

### **BACKGROUND OF ISSUE:**

A Runoff Election was held on Saturday, June 5, 2021 for Council Place 4. The results were as follows:

Councilmember Place 4

T.Blair Mathews – 84

Mike Fruin - 137

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Resolution – Canvass Runoff Election

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, CANVASSING AND DECLARING THE RESULTS OF THE JUNE 5, 2021 RUNOFF ELECTION FOR COUNCILMEMBER PLACE 4; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, it is hereby found and determined that notices of a runoff 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 runoff election held on June 5, 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 runoff 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 runoff election held 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 4</b>						
T. Blair Mathews	51	0	33	0	38%	84
Mike Fruin	84	0	53	0	62%	137

**SECTION 2.** The Runoff Election for 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 it appearing that Mike Fruin received a majority of all votes cast for all the candidates for the office of Councilmember Place 4, he is hereby declared to 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 officer, after he has qualified and taken his oath, shall serve during the term commencing June 21, 2021, and thereafter until his 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 21<sup>st</sup> DAY OF JUNE 2021.**

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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

## RESOLUCIÓN NO. \_\_-R-2021

### UNA RESOLUCIÓN DEL CONCILIO MUNICIPAL DE LA CIUDAD DE SEAGOVILLE, TEXAS, CANVASSING Y DECLARANDO LOS RESULTADOS DE LA ELECCIÓN RUNOFF DEL 5 DE JUNIO DE 2021 PARA EL LUGAR 4 DE MIEMBRO DEL CONSEJO; Y PROPORCIONANDO UNA FECHA EFECTIVA

**POR CUANTO**, por la presente se encuentra y determina que los avisos de una elección de desempate se entregaron debidamente en la forma, la manera y el tiempo requeridos por la ley, y que 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

**CONSIDERANDO**, que es imperativo considerar los resultados de las elecciones de desempate celebradas el 5 de Junio 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 de desempate se han realizado de manera debida y legal y se han presentado al Concejo Municipal para su escrutinio y no se ha hecho ninguna protesta u objeción con respecto a cualquier asunto relacionado con dicha elección,

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

**SECCIÓN 1.** Una tabulación de los resultados de las elecciones de desempate celebradas para los lugares de votación y para la votación anticipada, tal como las recopilo y tabulado este órgano de gobierno es la siguiente:

Candidato	Votación anticipada en persona	Votación anticipada por correo	Día de elección	Provisional EV/ED	Voto %	Total
<b>MIEMBRO DEL CONSEJO- LUGAR 4</b>						
T. Blair Mathews	51	0	33	0	38%	84
Mike Fruin	84	0	53	0	62%	137

**SECCIÓN 2.** Se convocó debidamente la Segunda Vuelta para el Puesto 4 de Concejal, se dio aviso de dicha elección de acuerdo con la ley, dicha elección se llevó a cabo de conformidad con la ley; y al parecer que Mike Fruin recibió la mayoría de todos los votos emitidos para todos los candidatos para el cargo de Concejal Lugar 4, por la presente se declara elegido para el cargo por un periodo 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 dicho funcionarios, después de que haya calificado y prestado juramento, servirá durante el período que comienza el 21 de Junio de 2021, y en adelante hasta su los sucesores son debidamente elegidos y calificados.

**SECCIÓN 4.** Además, se encuentra y determina que, de acuerdo con la 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 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 para 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 DÍA 21 DE JUNIO DE 2021.**

**ATESTIGUAR:**

**APROBADO:**

\_\_\_\_\_  
Kandi Jackson, Secretario de la Ciudad

\_\_\_\_\_  
Dennis K. Childress, Alcalde

**APROBADO EN FORMA:**

\_\_\_\_\_  
Victoria W. Thomas, Abogado de la Ciudad

## *Regular Session Agenda Item: 3*

**Meeting Date: June 21, 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

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

**Meeting Date: June 21, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider selection of Mayor Pro Tem for 2021-2022.

### **BACKGROUND OF ISSUE:**

Each year following the May election the City Council considers the selection of Mayor Pro Tem. This individual represents the Mayor in his absence.

Section IV (A) of the City Council Rules of Procedure establishes guidelines for the selection of the Mayor Pro Tem.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS**

Copy of Section IV (A) of the City Council Rules of Procedure

A. Executive Session

The City Council may meet in executive sessions at the call of the Mayor, Mayor Pro Tem (when acting in place of the Mayor), or a majority of the City Council. The City Secretary is responsible for properly posting the agenda and attending the Executive Session to maintain the Certified Agenda. At such meeting, Council may consider those matters allowed under state law.

B. Joint Sessions

The City Council may meet with other boards and commissions in joint sessions at the call of the Mayor, Mayor Pro Tem (when acting in place of the Mayor), or a majority of the City Council at such times as the business of the City requires.

C. Recessed Meetings

Any meeting of the City Council may be recessed to a later time by a majority vote of the City Council, provided that no recess shall be for a longer period than twenty-four (24) hours. All recessed meetings must set a time to reconvene.

D. Work Session

The City Council may hold work sessions to receive briefings and background information from the staff and consultants. Work session meetings shall be at a time and place established by the Council. Work Sessions shall comply with all provisions of the Texas Open Meetings Act. No official action may be taken by the Council in a work session meeting, although the Council may give direction to the staff on issues under consideration.

## II. **PRESIDING OFFICER OF THE CITY COUNCIL AND DUTIES**

A. Presiding Officer

The Mayor shall preside over the meetings of the City Council.

The Mayor Pro Tem shall be selected from among the members of the City Council at the first regular meeting following the general election at which all Council Places have been filled. The Mayor Pro Tem shall perform all duties of the Mayor in his absence.

In the absence of both the Mayor and Mayor Pro Tem, the City Secretary shall call the meeting to order and shall call upon the Council to select a member to act as presiding officer.

B. Preservation of Order

The presiding officer shall have the authority to maintain the order and decorum of a meeting.

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

**Meeting Date: June 21, 2021**

### **ITEM DESCRIPTION:**

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

### **BACKGROUND OF ISSUE:**

At this time, Place Four (4) on the Seagoville Economic Development Commission is vacant. Staff has received three (3) applications to fill the vacancy. The applicants are: Theo Hamilton, Lisa Niedermeier, and Philip Pelayo. In compliance with City Ordinance No. 24-2019, the applicants have passed the criminal background check.

Also, it is time to reappoint members to the Planning & Zoning Commission, Board of Adjustments, Library Board, and Keep Seagoville Beautiful Commission. 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

**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:
<a href="#">Olu Olajimi</a>	
<a href="#">Charles Galbreth</a>	
<a href="#">Tommy Lemond</a>	

**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:
<a href="#">Jerry Yearout</a>	

**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:
<a href="#">Mary Graham</a>	
<a href="#">Pat Bearden</a>	

**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
Mildred Chamberlain	7	6/2021	6/2023

Reappointees:	New Applicants:
<a href="#">Charlotte Hernandez</a>	

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION**

	Place	Appt. Date	Term Expires
Barbara Sherman	1	7/2015	6/2023
F.L. Stepper Sebastian	2	6/2008	6/2022
Martin Ashley	3	11/2016	6/2022
	4		
Jose Hernandez (Chair)	5	1/2016	6/2023
Harold Magill (Vice-Chair)	6	6/2016	6/2023
Mike Dupuis	7	6/2020	6/2022

Reappointees:	New Applicants:
	<a href="#">Philip Pelayo, Lisa Niedermeier, Theo Hamilton</a>

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

**Meeting Date: June 21, 2021**

### **ITEM DESCRIPTION:**

Discussion with Republic Services concerning polycarts and all services performed by Republic Services.

### **BACKGROUND OF ISSUE:**

Councilmember Rick Howard requested

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

List of appointments

# Republic Services

Polycarts



9075 4978214

  
**REPUBLIC**  
SERVICES



9075 4979261



**REPUBLIC**  
SERVICES









9075 4979231

  
**REPUBLIC**  
SERVICES





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

**Meeting Date: June 21, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, authorizing and approving an amendment to Ordinance 14-2020, which adopted the Operating Budget for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021, by amending the Personnel Costs and Authorized Positions in the Animal Services Department to provide an additional \$8,954.00 appropriation for the creation and funding of a new Full Time Animal Control Officer from the General Fund Balance; 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:**

Since 2010 when the Police Department took over Animal Services this division has had one (1) full-time Animal Control Officer on staff and two (2) part-time Animal Shelter attendant. With the City's current and continuing growth, we are finding ourselves in need of expanding this Department to two (2) full time Animal Control Officers.

We have found ourselves in a unique situation. We currently have a part-time Animal Shelter attendant who is not only qualified but also has one or more certifications in portions of the position, who lives in the City, who is very familiar with the duties at hand and would suit this position very well to benefit the City, its citizens, and the Animal Services Division. Staff is requesting to hire one (1) full-time Animal Control Officer from our current pool of part-time shelter attendants in the Animal Services Division.

If approved, funding for this requested position will be provided via a transfer of General Fund Balance to the current full-time Animal Services salary and benefits line-items. This funding will cover the months remaining in the FY2021. A request will be made in the FY2022 Budget to fully fund this full-time position.

### **FINANCIAL IMPACT:**

\$8,954.00, which includes benefits, for Fiscal Year 2021

### **EXHIBITS:**

Ordinance

**ORDINANCE NO. \_\_\_-2021**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING AND APPROVING AN AMENDMENT TO ORDINANCE 14-2020, WHICH ADOPTED THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, BY AMENDING THE PERSONNEL COSTS AND AUTHORIZED POSITIONS IN THE ANIMAL SERVICES DEPARTMENT TO PROVIDE AN ADDITIONAL \$8,954.00 APPROPRIATION FOR THE CREATION AND FUNDING OF A NEW FULL TIME ANIMAL CONTROL OFFICER FROM THE GENERAL FUND BALANCE; 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 revenues, grants and other revenues for the maintenance and operation of various funds, departments, activities and improvements of the City; and

**WHEREAS**, as a part of that Operating Budget, the City Council approved \$93,865.00 for personnel costs, which consist of one (1) authorized full-time position and two (2) authorized part-time positions in the Animal Services Division; and

**WHEREAS**, with the growth of the city that has occurred and continues to evolve, so does the need to provide personnel to ensure we provide the best service possible; and

**WHEREAS**, increasing the authorized number of full-time Animal Control Officers from one (1) to two (2) would greatly increase our capability to provide the best and most prompt service; 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**, the City Manager is requesting authorization and approval of a proposed amendment to the Operating Budget to create and fund a new full-time Animal Control Officer position in the amount of \$8,954.00; 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.** That 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 for “Animal Services” for the purpose of creating and funding one (1) new full time Animal Control Officer position, to read as follows:

	<u>Adopted</u>	<u>Amendment</u>	<u>Amended</u>
<b>PERSONNEL</b>	<b>\$93,865</b>	<b>\$8,954</b>	<b>\$102,819</b>
.....			
<b>FULL TIME POSITIONS:</b>			
Animal Control Officer	1	1	2
.....			

**SECTION 2.** That 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.** That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same 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 21<sup>st</sup> day of June, 2021.

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
VICTORIA W. THOMAS, CITY ATTORNEY  
(/cdb revised 6.17.2021)

## *Regular Session Agenda Item: 8*

**Meeting Date: June 21, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of One 2022 Ford F-150 Ext. Cab Pickup Animal Services Vehicle at a total cost of Forty Six Thousand, Five Hundred Nineteen Dollars and Eighty Four Cents (\$46,519.84) from Sam Pack's Five Star Ford through the Buyboard Cooperative Purchasing Program; authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The Police Department is requesting Council's approval to purchase a new 2022 Ford F-150 ext. cab pickup complete with all necessary LED warning light equipment, communications equipment, animal containment slide in unit, back up camera, back up alarm, city graphics package and all other accessories. This vehicle will be added to our current Animal Services Fleet.

This purchase will give our Animal Services division another reliable vehicle to be utilized by our new Animal Control Officer.

The quote for this purchase of a 2022 Ford F-150 ext. cab pickup, as well as the purchase of all the aforementioned equipment to include the animal containment slide in unit is through (Sam Pack's Five Star Ford) and BuyBoard, an authorized Purchasing Cooperative, contract number (601-19).

As a friendly reminder, when purchasing goods and services through a purchasing cooperative, such as BuyBoard, all purchasing requirements have been satisfied without having to obtain three (3) competitive bids.

Vehicle breakdown of the purchase as follows:

- Vehicle 2022 Ford F-150 ext. cab base price with standard equipment \$28,286.95
- Purchase and installation of all recommended vehicle options, LED lighting, animal containment slide in unit, back up camera, back up alarm and graphics \$18,232.89
- Total cost for the vehicle, all necessary equipment and installation of all equipment to include two year vehicle inspection certificate: \$46,519.84

**FINANCIAL IMPACT:**

The funds for this requested purchase if approved will come from the vehicle replacement program in the amount not to exceed - \$46,519.84

**RECOMMENDATION:**

Staff recommends that Council approve this purchase so our Animal Services division has the equipment needed to perform at top proficiency.

**EXHIBITS:**

Resolution

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF ONE 2022 FORD F-150 EXT. CAB PICKUP ANIMAL SERVICES VEHICLE AT A TOTAL COST OF FORTY SIX THOUSAND FIVE HUNDRED NINETEEN DOLLARS AND EIGHTY FOUR CENTS (\$46,519.84) FROM SAM PACK'S FIVE STAR FORD THROUGH THE BUYBOARD COOPERATIVE PURCHASING PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, City Administration has determined there is a need to purchase an animal services vehicle; and

**WHEREAS**, the City Council recognizes that with the addition of a full-time Animal Control Officer, so does the need to purchase a vehicle to accommodate for this position; and

**WHEREAS**, City Administration has determined in accordance with state law that the purchase of the above-described vehicle that complies with City specifications can be competitively procured from Sam Pack's Five Star Ford through the BuyBoard Cooperative Purchasing Program; and

**WHEREAS**, the City Council of the City of Seagoville finds it to be in the public interest of the City to authorize the above-described purchase.

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

**SECTION 1.** That the City Council hereby authorizes the purchase of one 2022 Ford F-150 Ext. Cab Pickup Animal Services vehicle in an amount totaling \$46,519.84 from Sam Pack's Five Star Ford and authorizes the City Manager to disburse the funds.

**SECTION 2.** This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this 21<sup>st</sup> day of June, 2021.

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Victoria Thomas, City Attorney

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

**Meeting Date: June 21, 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 Interlocal Agreement between the Cities of Mesquite, Balch Springs, Seagoville, and Sunnyvale for the Southeast Collaboration for the purpose of providing mental health services in support of their governmental operations and residents; said agreement attached hereto as Exhibit "A", respectively; providing for the repeal of any and all Resolutions in conflict; and providing an effective date.

### **BACKGROUND OF ISSUE:**

Mesquite, Balch Springs, Seagoville, and Sunnyvale are political subdivisions within the State of Texas and each is engaged in the provision of governmental services for the benefit of its citizens.

The Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act") provides authority for local governments of the State of Texas to enter into interlocal agreements with each other for the purpose of performing governmental functions and services as set forth in the Act.

The Cities of Mesquite, Balch Springs, Seagoville, and Sunnyvale each have a desire to collaborate for the purpose of providing mental health services in support of their governmental operations and residents. Each City has investigated and determined that it would be advantageous and beneficial to the residents within its respective municipality to implement a combined wide area, multi-site collaboration to address mental health issues in the City. In order to provide dependable mental health services for use by each of the Cities and their respective citizens. The Cities desire to enter into this Agreement to provide establish a collaborative team for mental health services providing area-wide coverage for use by the Cities and their respective citizens. Such mental health services are essential and a necessary component of providing certain vital governmental services by each City, including, without limitation, police, fire, emergency and medical services provided by each City to ensure the public health and safety of citizens, benefiting the greatest number of citizens both now and in the future.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Resolution  
Agreement

**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 INTERLOCAL AGREEMENT BETWEEN THE CITIES OF MESQUITE, BALCH SPRINGS, SEAGOVILLE, AND SUNNYVALE FOR THE SOUTHEAST COLLABORATION FOR THE PURPOSE OF PROVIDING MENTAL HEALTH SERVICES IN SUPPORT OF THEIR GOVERNMENTAL OPERATIONS AND RESIDENTS; SAID AGREEMENT ATTACHED HERETO AS EXHIBIT "A", RESPECTIVELY; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Mesquite, Balch Springs, Seagoville, and Sunnyvale are political subdivisions within the State of Texas and each is engaged in the provision of governmental services for the benefit of its citizens; and

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act") provides authority for local governments of the State of Texas to enter into interlocal agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

**WHEREAS**, the Cities each have a desire to collaborate for the purpose of providing mental health services in support of their governmental operations and residents; and

**WHEREAS**, each City has investigated and determined that it would be advantageous and beneficial to the residents within its respective municipality to implement a combined wide area, multi-site collaboration to address mental health issues in the City; and

**WHEREAS**, in order to provide dependable mental health services for use by each of the Cities and their respective citizens, the Cities desire to enter into this Agreement to provide establish a collaborative team for mental health services providing area-wide coverage for use by the Cities and their respective citizens. Such mental health services are essential and a necessary component of providing certain vital governmental services by each City, including, without limitation, police, fire, emergency and medical services provided by each City to ensure the public health and safety of citizens, benefiting the greatest number of citizens both now and in the future (hereafter referred to as the "Southeast Collaboration").

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

**SECTION 1.** The City Council hereby approves and authorizes the City Manager to execute,

on behalf of the City of Seagoville (1) the Interlocal Agreement between The Cities of Mesquite, Balch Springs, Seagoville, and Sunnyvale for the Southeast Collaboration, in substantially the form of that attached hereto as Exhibit "A".

**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 21<sup>st</sup> day of June, 2021.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Victoria Thomas, City Attorney

**INTERLOCAL AGREEMENT BETWEEN  
THE CITIES OF MESQUITE  
BALCH SPRINGS, SEAGOVILLE, AND SUNNYVALE  
FOR THE SOUTHEAST COLLABORATION**

This Interlocal Agreement (this "Agreement") is entered into as of the Effective Date between the CITY OF MESQUITE, the CITY OF BALCH SPRINGS, the CITY OF SEAGOVILLE and the TOWN OF SUNNYVALE, all Texas home-rule municipalities each with the authorization of its applicable governing body, (hereinafter referred to individually as "Mesquite," "Balch Springs," "Seagoville," and/or "Sunnyvale"). Mesquite, Balch Springs, Seagoville, and Sunnyvale are hereafter sometimes referred to collectively as "the Cities" or the "Parties" or individually as a "City" or a "Party".

**WITNESSETH**

WHEREAS, Mesquite, Balch Springs, Seagoville, and Sunnyvale are political subdivisions within the State of Texas, and each is engaged in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act") provides authority for local governments of the State of Texas to enter into interlocal agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the Cities are local governments as that term is defined in the Act and this Agreement is being entered into pursuant to and under the authority of the Act; and

WHEREAS, the Cities each have a desire to collaborate for the purpose of providing mental health services in support of their governmental operations and residents; and

WHEREAS, each City has investigated and determined that it would be advantageous and beneficial to the residents within its respective municipality to implement a combined wide area, multi-site collaboration to address mental health issues in each City; and

WHEREAS, in order to provide dependable mental health services for use by each of the Cities and their respective citizens, the Cities desire to enter into this Agreement to provide establish a collaborative team for mental health services providing area-wide coverage for use by the Cities and their respective citizens. Such mental health services are essential and a necessary component of providing certain vital governmental services by each City, including, without limitation, police, fire, emergency and medical services provided by each City to ensure the public health and safety of citizens, benefiting the greatest number of citizens both now and in the future (hereafter referred to as the "Southeast Collaboration"); and

WHEREAS, the Cities presented a proposal to Dallas County requesting funding to establish the Southeast Collaboration and provide the aforementioned services to residents of Dallas County; and

WHEREAS, on March 23, 2021, the Dallas County Commissioners Court approved the Dallas County New Directions in Public Safety Grant Interlocal Agreement (hereafter referred to as the "Dallas County ILA" attached and incorporated into this Agreement) approving the Southeast Collaboration's proposal and granting funds to the Southeast Collaboration to work to collaboratively to address the crisis of criminalization, mental health, poverty, homelessness, substance abuse, and to utilize alternatives to police response and incarceration to more properly address the needs of Dallas County residents; and

WHEREAS, the Cities desire to enter this Agreement for the purpose of memorializing the agreement of the Cities regarding the Southeast Collaboration that will include staffing, the purchase and maintenance of necessary equipment, and the operation, management and use of the Southeast Collaboration.

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations set forth in this Agreement, the Cities agree as follows:

## **ARTICLE I. DEFINITIONS**

Unless the Agreement clearly indicates a different meaning, the words and phrases set forth in this Article I shall have the following meanings when used in this Agreement:

"Act" shall have the meaning set forth in the Recitals to this Agreement.

"Business Day" means any day other than a Saturday, Sunday, or official City holiday in which either of Mesquite's, Balch Springs', Seagoville's, or Sunnyvale's City Hall Offices are closed for business.

"Designated Program Manager" means the designated individual who oversees the day-to-day operations of the Southeast Collaboration in accordance with this Agreement and other applicable policies and guidelines set by the Cities and the Governance Board.

"Effective Date" means the later of the dates this Agreement is approved by the governing bodies of all Cities and signed by the authorized representatives of each City.

"Governance Board" means the administrative governing body tasked with the operation and administration of the Southeast Collaboration as more particularly described in Section 6.01 below.

"Joint Consulting Service(s)" or "Joint Consultant(s)" means services, consultants, experts, or professionals used to establish and assist in operations of the Southeast Collaboration, approved by the Governance Board, provided all Parties approve of the terms and services, for which costs will be shared subject to the terms and limitations provided in this Agreement.

"Non-Shared Resources" means the employees, services, goods, software, facilities, and other items utilized by the Southeast Collaboration that are purchased or employed by each of the respective Cities individually and are not Shared Resources.

"Non-Shared Costs" means the expenses to be incurred by the respective Cities relating to Non-Shared Resources and any other expenses that are not Shared Costs.

"Separate Consulting Services(s)" means services, consultants, experts, or professionals utilized by a Party in relation to the Southeast Collaboration, but not approved by the Governance Board and all Parties, for which costs will be paid solely by the Party acquiring said services.

"Shared Costs" means those costs relating to the Staff, services, goods, installations, day-to-day operations, and repairs, maintenance, and upgrades of the Shared Resources of the Southeast Collaboration. Shared Costs shall also include out of pocket costs incurred by a City relating to acquiring Shared Resources, including but not limited to the preparation and advertising of any items in order to comply with applicable procurement laws, reasonable legal fees, if any, for outside

counsel incurred by a City on behalf of the Southeast Collaboration. These Shared Costs shall be authorized by the Governance Board, itemized in detail, and submitted annually in the program budget to all Cities for approval.

"Shared Resources" means the services, goods, software, facilities, structures, and other items utilized by the Southeast Collaboration whose cost and ownership are shared by the Parties. These Shared Resources shall be itemized in detail in the program budget submitted annually to all Cities for approval.

"Southeast Collaboration" means an area-wide, multi-site Southeast Collaboration providing proactive, reactive and outreach services related to mental health within the Cities and shall include the Shared Resources and Non- Shared Resources, as described in further detail in this Agreement and the Recitals.

"Southeast Collaboration Advisory Board" means the group of specialized persons selected to advise the Governance Board and being more particularly described in Section 6.04 below.

"Term" means the term of this Agreement as defined in Section 2.01

## **ARTICLE II TERMINATION**

2.01 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue until the earlier of either: 1. September 30, 2023 or 2. until the initial grant funding under the Dallas County ILA is exhausted (the "Initial Term") in order to allow each Party, the opportunity to recover its investment, unless terminated earlier as provided herein. Unless terminated earlier as provided herein, following the Initial Term, this Agreement shall automatically renew for successive one-year terms each beginning October 1, 2023 and continuing October 1st of each calendar year thereafter (each a "Renewal Term" and collectively the "Renewal Terms") unless a Party terminates this Agreement in accordance with this Article II. The Initial Term and all Renewal Terms shall collectively be referred to herein as the "Term".

2.02 Termination in Event of Non-Appropriation of Funds. As home-rule municipalities in the State of Texas, the Parties are subject to Article III, Section 52a of the Texas Constitution prohibiting unfunded debt. All expenditures to be made by each City under the terms of this Agreement shall be subject to such City's appropriation of funds for such purpose to be paid in the fiscal year for which such expenditure is to be made and shall be paid only from funds of such City authorized by Article III, Section 52a of the Texas Constitution. Each Party agrees to give the other Party at least thirty (30) calendar days prior written notice if such Party anticipates that funds may not be appropriated to meet its obligations under the terms of this Agreement for the City's next fiscal year. In the event the City Council of either City fails to appropriate funds in any fiscal year during the Term of this Agreement for the payment of all obligations of such City under the terms of this Agreement for such fiscal year, such Party shall have the right to terminate this Agreement by giving the other Party written notice of the non-appropriation of funds within five (5) calendar days after such City fails to appropriate the necessary funds. The termination of this Agreement as a result of either Party's failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated.

2.03 Termination Without Cause. Notwithstanding anything to the contrary herein, either Party may terminate this Agreement without cause prior to the end of a Term subject to the following:

(i) The effective termination date must fall on the last day of the term of the year of termination; and

(ii) The Party desiring to terminate this Agreement must give the other Party at least sixty (60) days prior written notice of termination of this Agreement.

2.04 Effect of Termination of this Agreement Pursuant to Sections 2.01, 2.02 or 2.03 above. In the event a Party terminates this Agreement pursuant to Section 2.01, 2.02 or 2.03 above, the following provisions shall apply:

(i) The Party terminating this Agreement shall not be entitled to reimbursement from the non-terminating Parties for expenditures related to the Southeast Collaboration paid by the terminating Party prior to the date of termination; provided, however, the terminating Party shall continue to own its undivided 25% interest in the Shared Resources of the Southeast Collaboration paid and shall continue to be entitled to its proportionate share of the net proceeds from the sale of any Shared Resources as more fully set forth in Article IX of this Agreement;

(ii) Prior to the date of termination, the terminating Party must pay any remaining financial obligations related to its portion of Shared Costs incurred or accrued prior to the date of the termination.

(iii) Prior to the date of termination, the Party terminating this Agreement shall reimburse the non-terminating Parties for reasonable costs associated with the reconfiguring of the Southeast Collaboration that are necessary for the non-terminating Parties to continue the Southeast Collaboration.

(iv) All Non-Shared Resources of the Southeast Collaboration shall continue to be owned 100% by the Party that purchased such Non-Shared Resource;

(vi) All Shared Resources shall continue to be owned by the Parties to this Agreement.

(vii) The terminating Party and the non-terminating Parties shall have the right after termination of this Agreement to continue to access, use, maintain, repair, and upgrade the Shared Resources (but not the Non-Shared Resources) located on property owned or leased by the other Party without compensation to or interference by such other Party; and

(viii) The provisions of this Section 2.04 shall expressly survive the termination of this Agreement.

2.05 Notice of Termination. No notice of termination of this Agreement shall be effective unless given in accordance with this Article II and Article XIII below.

### **ARTICLE III. CONSULTING SERVICES TO ESTABLISH THE SOUTHEAST COLLABORATION**

3.01 Joint Consulting Services. The Governance Board with or without recommendation from the Advisory Board may find the use of consultants, experts, or professionals are necessary to establish and/or operate the Southeast Collaboration. In the event the Governance Board approves the use of consultants, experts, or professionals, provided all Parties approve of the terms and services, the

Parties agree that all related costs, fees and expenses incurred by each City shall be Shared Costs.

3.02 Payment of Separate Consulting Service(s). Each Party acquiring consulting services not approved by the Governance Board and all Parties, shall be solely responsible for all costs, fees, and expenses incurred in connection with such agreement.

**ARTICLE IV.  
PURCHASES AND IMPLEMENTATION OF THE  
SOUTHEAST COLLABORATION**

4.01 Compliance with Applicable Laws and Grant. Each Party shall ensure all purchases made individually or collectively for the Southeast Collaboration comply with applicable local, state, and federal laws, including but not limited to state procurement laws.

4.02 Negotiations and Vendor Selection for Shared Resources. All Parties shall have the option to participate in reviewing the bids, proposals, or quotes being considered for a potential purchase which shall be a Shared Resource. This includes but is not limited to negotiating and in selecting the vendor.

4.03 Non-Shared Resources. The Parties acknowledge that each Party will enter into separate purchase agreements from time to time relating to the purchase by each Party of goods and services within each Party's respective municipality and constituting Non-Shared Resources of the Southeast Collaboration.

4.04 Invoices from the Selected Vendors. The Cities understand and acknowledge that vendors will be sending invoices with respect to the Shared Resources to one or more Parties. Each City agrees to deliver copies of each invoice received the other Parties not later than three (3) business days following receipt of such invoice, together with any documentation received by said City from the vendors, as applicable, supporting such invoice. Each City shall timely pay all invoices to vendors and the other Parties shall reimburse the City for their portion of Shared Costs in the percentage set forth in Section 8.01 within thirty (30) days following receipt by each City of: (i) an invoice from another City requesting payment by the City of each City's portion of the Shared Costs reflected on such invoice; and (ii) evidence of the payment by the City of such invoice to the vendor, as applicable.

4.05 Disputed Invoices. If a City disputes any amount appearing on an invoice from a vendor, the City disputing the invoice shall provide a written notice to the other Cities and the vendor, not later than ten (10) business days following receipt of the invoice, identifying the amount(s) disputed and the basis for the dispute. A City disputing an amount on an invoice shall pay any undisputed amount as required by Section 4.04 above in accordance with the due date for such amount. If any amount that is disputed by a City shall, in fact, be determined to be due, the City disputing the amount shall be solely responsible for also paying any late fees and interest accrued on delinquent payments which amounts said City shall pay directly to the applicable vendor.

**ARTICLE V.  
ACCESS AND USE OF RESOURCES**

5.01 Use of Shared Resources. Each City agrees to cooperate with the Governance Board, vendors, and the other Cities to ensure the Southeast Collaboration and each City can perform their duties

under this Agreement. This includes facilitating access and use, as necessary to Shared Resources or locations within each City's jurisdiction or control for purposes of fulfilling this Agreement.

5.02 Further Guidelines Regarding Access and Use of Resources. The Governance Board shall establish operating procedures and guidelines for the Southeast Collaboration further detailing the access and use of Shared Resources, Non-Shared Resources, facilities, and other issues related to the Southeast Collaboration.

**ARTICLE VI  
ADMINISTRATION AND OPERATION OF  
THE SOUTHEAST COLLABORATION**

6.01 Governance Board. A Governance Board shall be established for the purpose of administering and operating the Southeast Collaboration. Operating procedures and administrative development of the Southeast Collaboration shall be the responsibility of the Governance Board. The Governance Board shall be comprised of the Designated Program Manager, each respective City Manager of each City, and one (1) representative from each City, appointed by the respective City Manager of each City (hereinafter the "Governance Board"). The representatives appointed by the respective City Managers of each City shall serve as members on the Governance Board until such representative resigns in writing or is removed or replaced by the City Manager or the governing body of the City that appointed such representative. All members of the Governance Board shall serve at the pleasure of the City appointing such member and may be removed from the Governance Board with or without cause, or at any time by action of the City Manager or the governing body of the City appointing such member.

6.02 Adoption of Bylaws and Rules of the Governance Board. Subject to Section 6.03(i) below, the Governance Board shall adopt bylaws and rules governing its meetings and the conduct of business by the Governance Board no later than **December 31, 2021**.

6.03 Authority of the Governance Board. The Governance Board shall be authorized to:

- (i) Adopt bylaws and rules governing the meetings of the Governance Board and the conduct of business by the Governance Board subject to the following:
  - (1) a quorum of the Governance Board for the purpose of holding meetings and the transaction of business, including voting on any matters considered by the Governance Board, shall be five (5) members;
  - (2) the approval of any matter considered by the Governance Board shall require the affirmative vote of the majority of members present.
  - (3) no meeting of the Governance Board shall be held unless all members of the Governance Board have been given at least five (5) calendar days prior written notice of the time and date of such meeting; and
  - (4) the bylaws and rules of the Governance Board shall provide that members of the Governance Board shall serve at the pleasure of the City appointing such members to the Governance Board and may be removed from the Governance Board with or without cause at any time by action of the City Manager or the governing body of the City appointing such members.

(ii) Adopt operating guidelines regarding the Southeast Collaboration, the acquisition of goods and services for the Southeast Collaboration, the management and use of staff for the Southeast Collaboration, and the maintenance and repair of the Shared Resources of the Southeast Collaboration;

(iii) Prepare and recommend an annual budget to the Parties on or before April 1 of each year relating to the operation of the Southeast Collaboration for the next fiscal year;

(iv) Make decisions regarding the operation and administration of the Southeast Collaboration that do not require public funding and make recommendations to the respective Parties' governmental bodies of changes, upgrades, expenditures, staffing, services and other additional items of the Southeast Collaboration that require public funding. Payment of public funds pursuant to the terms and obligations of this Agreement must be approved by the governing bodies or their designees of each of the Parties as required by their respective City Charters and ordinances; and

(v) Perform such other tasks and duties as the governing bodies of the Cities may from time to time mutually agree shall be performed by the Governance Board.

(vi) All actions and recommendations by the Governance Board must be compatible with the missions and purposes of the Southeast Collaboration and may not violate any of the terms of this Agreement or the Dallas County ILA.

6.04 Southeast Collaboration Advisory Board. There shall be established an advisory board comprised of a group of persons with knowledge, experience, expertise, or other unique qualifications related to the goals of the Southeast Collaboration, selected to advise the Governance Board (hereinafter "Advisory Board"). The Southeast Collaboration Advisory Board shall consist of two (2) representatives from each City, appointed by the respective City Managers of each City. All members representing the Parties and Cities on the Advisory Board shall serve on the Advisory Board until such member resigns in writing or is removed or replaced by the City Manager or the governing body of the City that appointed such representative. All members of the Advisory Board shall serve at the pleasure of the City appointing such member and may be removed from the Advisory Board with or without cause at any time by action of the City Manager or the governing body of the City appointing such member.

6.05 Authority of the Southeast Collaboration Advisory Board. The Advisory Board shall be authorized to:

(i) Adopt bylaw and rules governing the meetings of the Advisory Board subject to the following:

(1) a quorum of the Advisory Board for the purpose of holding meetings and the transaction of business including voting on any matters considered by the Advisory Board shall be four (4) voting members;

(2) the approval of any matter considered by the Advisory Board shall require the affirmative vote of a majority of members present.

(3) all matters receiving a majority vote of members of the Advisory Board and all matters resulting in a tie vote by the members of the Advisory Board shall be presented to the Governance Board for review and consideration provided, however, the

Governance Board shall be advised of whether the matter was approved or resulted in a tie vote by the Advisory Board; and

(4) the bylaws and rules of the Advisory Board shall provide that members of the Advisory Board shall serve at the pleasure of the City appointing such members to the Advisory Board and may be removed from the Advisory Board with or without cause at any time by action of the City Manager or the governing body of the City appointing such members.

(ii) Make recommendations to the Governance Board regarding the operation of the Southeast Collaboration;

(iii) Make recommendations to the Governance Board regarding the adoption or amendment of procedures relating to the operations of the Southeast Collaboration;

(iv) Make recommendations to the Governance Board regarding purchases, services, and maintenance, repair, and upgrades of the Shared Resources of the Southeast Collaboration; and

(v) Perform such other tasks as may from time to time be assigned by the Governance Board.

6.06 Limitations on Southeast Collaboration Advisory Board. Recommendations by the Advisory Board shall not be effective unless and until approved by the Governance Board. All recommendations by the Advisory Board and approved by the Governance Board must be compatible with the missions and purposes of the Southeast Collaboration and may not violate any of the terms of this Agreement or the Dallas County ILA.

6.07 Right to Access and Use Southeast Collaboration. Each City shall have the right to access and use the Shared Resources of the Southeast Collaboration in accordance with this Agreement and the procedures established by the Governance Board provided such City is not in Default of this Agreement. At no time shall the Governance Board be authorized to adopt any rule or procedure that conflicts with the terms or conditions of this Agreement, or prevents, hinders, obstructs, impedes, or inhibits a City from accessing or using the Southeast Collaboration as long as the City is not in Default of this Agreement.

6.08 Daily Operation of Southeast Collaboration. The City of Mesquite and the Designated Program Manager shall oversee the day-to day operation and management of the Staff and Southeast Collaboration. General operating procedures and guidelines for operation and management issues shall be provided and approved by the Governing Board. The Governing Board shall make all decisions regarding matters that are not day to day operation/management and are not covered in the general operating procedures and guidelines.

6.09 Employment and/or Contracting of Staff for Southeast Collaboration. Mesquite agrees to, and shall make available one (1) Designated Program Manager and two (2) Responders for the Southwest Collaboration's use (collectively referred to hereafter as the "Staff"). The Parties further agree to communicate with each other regarding issues of work performance and to resolve such issues by mutual agreement. The City of Mesquite shall in its sole discretion hire, select, contract, retain, and/or employ the Staff to be assigned to the Southeast Collaboration. The job descriptions, benefits, salary, and all other terms of employment for the Staff are attached as **Exhibit A** and hereby incorporated into this Agreement.

6.10 Additional Participants. The Cities reserve the right to seek additional participants from other local governments and political subdivisions of the State of Texas provided, however, no local government or political subdivision may participate in the Southeast Collaboration unless: (i) such local government or political subdivision has executed and delivered an approved agreement to the Cities; (ii) the participation in the Southeast Collaboration by such local government or political subdivision and the agreement executed by such local government and political subdivision has been approved by the Governance Board and the City Councils of Mesquite, Balch Springs, Seagoville, and Sunnyvale and (iii) this Agreement is amended accordingly.

6.11 Compliance with Dallas ILA. The Parties acknowledge that a portion of the funding for the Southeast Collaboration is from the Dallas ILA grant. As such, the Parties agree that all terms and conditions of this Agreement shall comply with the Dallas ILA.

## **ARTICLE VII. OWNERSHIP INTERESTS OF THE PARTIES**

7.01 Shared Resources. Shared Resources shall be jointly owned by the Parties in the following undivided interests:

Mesquite: 25% undivided interest;  
Balch Springs: 25% undivided interest;  
Seagoville: 25% undivided interest; and  
Sunnyvale: 25% undivided interest.

Nothing herein shall be construed as: (i) granting a Party any interest in real property owned by another Party merely because a portion of the Southeast Collaboration Shared Property is located on or attached to the real property of a Party; or (ii) granting a Party an ownership interest in personal property paid entirely for and owned by another Party merely because said personal property is utilized for purposes of the Southeast Collaboration or the cost for operation, maintenance, or repair of the personal property constitutes a Shared Cost.

7.02 Non-Shared Resources. Each Non-Shared Resource shall be owned 100% by the Party paying for the purchase of such Non-Shared Resource

7.03 Payment of Non-Shared Costs in Connection with Non-Shared Resources. Each Party incurring costs with respect to Non-Shared Resources has the sole responsibility to make payment to vendors providing goods, services, or facilities relating to the purchase of such Party's respective Non-Shared Resources. Each Party agrees to pay their own such Non-Shared Costs in a timely manner directly to the vendors with whom such Party contracts to provide such goods, services, or facilities. In no event shall a Party be held liable for debts incurred by any other Party in connection with any Non-Shared Costs owed by any other Party or as a result of expenditures made pursuant to or in furtherance of this Agreement.

## **ARTICLE VIII. COSTS**

8.01 Division of Shared Costs. The Parties agree that the Shared Costs of the Southeast Collaboration shall be allocated as follows for the Initial Term:

Mesquite: 25%;  
Balch Springs: 25%;  
Seagoville: 25%; and  
Sunnyvale: 25%

The Parties agree that the Shared Costs of the Southeast Collaboration for Renewal Terms shall be shared using a formula based on the percentage of usage of services by each City in the preceding calendar year. For purposes of this Article 8, the term “Services” are defined as the total of all responses, follow-up services, and/or homeless consults provided, as measured using official Southeast Collaboration records and reports.

8.02 Approval of Shared Costs. The Governance Board, after taking into consideration any recommendation of the Advisory Board, will adopt operating procedures guidelines governing the operation of Southeast Collaboration, including but not limited to the maintenance of the Shared Resources. All costs and expenses incurred to operate the Southeast Collaboration and to maintain, repair, and upgrade the Shared Resources shall be subject to review and approval of the Governance Board and as required, subject to the prior approval of the governing bodies of the Parties or their designees.

8.03 Payment of Shared Costs in Connection with the Operation of the Southeast Collaboration. Shared Costs shall be paid in accordance with Section 4.04 of this Agreement. Each Party agrees to pay any other Shared Costs in connection with the operation of the Southeast Collaboration which have been approved in accordance with the terms of this Agreement within thirty (30) days after being presented with an invoice by another other Party evidencing such other Party's payment of such invoice and sufficiently describing such Shared Costs. In the event the Parties submit any Shared Costs for reimbursement under the Dallas ILA grant, any reimbursement received shall be shared in the same allocation as specified in section 8.01 above.

8.04 Costs of Non-Shared Resources. All costs and expenses relating to the Non-Shared Resources shall be borne entirely by the Party that owns the Non-Shared Resource.

8.05 Costs for Employment of Southeast Collaboration Staff . The Parties agree that the costs associated with employment of the Southeast Collaboration Staff of the for the Initial Term shall be shared between the Cities in the following percentages for the Initial Term:

Mesquite: 25%;  
Balch Springs: 25%;  
Seagoville: 25%; and  
Sunnyvale: 25%

The Parties agree that the costs associated with employment of the Southeast Collaboration Staff for Renewal Terms shall be shared using a formula based on the percentage of usage of Services by each City in the preceding calendar year.

For purposes of this section 8.05, the term “Costs” includes but are not limited: benefits, salary, overtime, contract fee, training, equipment, uniforms, vehicles, services, or other expenses reasonably relating to employing the Southeast Collaboration Staff and providing the necessary tools and training to perform their jobs. Payment and Approval of Costs shall

be in accordance with sections 8.02 and 8.03 of this Agreement. In the event the Parties submit any Shared Costs for reimbursement under the Dallas ILA grant, any reimbursement received shall be shared in the same allocation as specified in section 8.01 above.

8.06 Insurance on the Shared Resources. In the event of any casualty or other damage or loss to the Shared Resources, each Party shall be solely responsible for and shall pay all costs and expenses of repairing and replacing all Shared Resources located within each Party's respective jurisdiction. Prior to the date the risk of loss on the Shared Resources is transferred to the Parties, each Party shall secure replacement cost "broad form" or "special form" property insurance insuring the Shared Resources in such Party's jurisdiction or self-insure the Shared Resources located within each Party's jurisdiction against damage and loss. Such insurance shall identify the other Party as a joint loss payee with respect to the Shared Resources. If this insurance provision is satisfied through a program of self-insurance, the execution of this Agreement shall constitute the agreement by each self-insuring Party that such Party will repair or replace the Shared Resources located within its jurisdiction at its sole cost and expense in the event of any damage or loss to the Shared Resources within its jurisdiction.

8.07 Insurance on Non-Shared Resources. In the event of any casualty or other damage or loss to the Non-Shared Resources, each Party shall be solely responsible for and shall pay all costs and expenses of repairing and replacing all Non-Shared Resources owned by such Party. Prior to the date risk of loss to the Non-Shared Resources is transferred to each Party respectively, each Party shall secure replacement cost "broad form" or "special form" property insurance insuring the Non-Shared Resources owned by such Party or self-insure the Non-Shared Resources owned by such Party against damage and loss. If this insurance provision is satisfied through a program of self-insurance, the execution of this Agreement shall constitute the agreement by each self-insuring Party that such Party will repair or replace the Non-Shared Resources owned by such Party at its sole cost and expense in the event of any damage or loss to the Non-Shared Resources owned by such Party. Notwithstanding any other provision within this Agreement to the contrary, in the event of any casualty or other damage or loss to the Non-Shared Resources, the Party owning such Non-Shared Resources is under no obligation to repair or replace the Non-Shared Resources where the failure to repair or replace such Non-Shared Resources does not adversely affect the quality, efficiency, cost, or use of the Southeast Collaboration.

8.08 Right to Audit. Each Party agrees that representatives of the other Parties shall have access to and the right to review, audit, examine, and copy any and all documents related to all expenditures made by the other Parties in connection with the Shared Resources of the Southeast Collaboration. All such audits shall occur after reasonable notice and during normal business hours at the offices of the Party whose records are being audited. The cost of the audit shall be borne by the Party conducting the audit. The provisions of this Section 8.10 shall expressly survive the expiration or termination of this Agreement.

## **ARTICLE IX. ACQUISITION/DISPOSITION OF RESOURCES OF THE SOUTHEAST COLLABORATION**

Shared Resources of the Southeast Collaboration acquired under this Agreement by each Party must be acquired and disposed of in accordance with applicable law and the Parties' respective City Charters. Each Party's undivided interest in the Shared Resources may not be assigned, transferred, sold, or otherwise disposed of without the prior written consent of the other Party, such consent to be within the sole discretion of the consenting Party.

Any sale of a Party's undivided interest in the Shared Resources shall be subject to this Agreement and the written agreement by the purchaser of such interest to assume and agree to perform all of the terms, provisions, and obligations to be performed by the selling Party under the terms of this Agreement. In the event of the collective sale of all Parties' undivided interests in the Shared Resources (which sale shall require the consent of all Parties), the proceeds of the sale (after deducting reasonable expenses agreed to by the Parties incurred in connection with the sale) shall be divided equally among the Parties. Each Party paying for assets to be acquired or making any type of payment pursuant to this Agreement shall make such payments from current funds legally available to that respective Party. The provisions of this Article IX shall expressly survive the expiration or termination of this Agreement.

#### **ARTICLE X. IMMUNITY**

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

#### **ARTICLE XI. ASSIGNMENT**

Neither Party shall assign, subcontract, or transfer any interest in this Agreement without the prior written consent of the other Parties, which consent may be withheld in the sole discretion of the other Parties. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

#### **ARTICLE XII. ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between Mesquite, Balch Springs, Seagoville, and Sunnyvale and supersedes all prior negotiations, representations or agreements, either written or oral with regard to the subject matter hereof. This Agreement may be amended and modified only by written instrument signed by all Parties. There are no oral agreements between the Parties.

#### **ARTICLE XIII. NOTICES**

All notices required or permitted to be given to any Party hereto shall be in writing and shall be considered properly given if sent by United States electronically tracked certified mail, return receipt requested, in a postage paid envelope addressed to the respective Parties at the following addresses or by delivery of the notice in person to the intended addressee by hand delivery or by a nationally recognized courier service having the ability to track shipping and delivery of notices including but not limited to services such as Federal Express or United Parcel Service (UPS). Notices mailed by certified mail as set forth above shall be effective two (2) days after deposit in the United States mail. Notices given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that any Party shall have the right to change such Party's address for notice purposes by giving the other

Party at least thirty (30) days prior written notice of such change of address in the manner set forth herein:

**CITY OF MESQUITE:** Mesquite City Manager  
1515 N. Galloway  
Mesquite, Texas 75149

**With copy to:**  
Mesquite City Attorney  
P.O. Box 850137  
Mesquite, TX 75185-0137

**CITY OF BALCH SPRINGS:** Balch Springs City Manager  
13503 Alexander Road  
Balch Springs, Texas 75181

**CITY OF SEAGOVILLE:** Seagoville City Manager  
702 North Highway 175  
Seagoville, Texas 75159

**TOWN OF SUNNYVALE:** Sunnyvale Town Manager  
127 Collins Road  
Sunnyvale, Texas 75182

**ARTICLE XIV.  
AUTHORITY TO SIGN AND  
CITY COUNCIL AUTHORIZATION**

The undersigned officer or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto. Mesquite, Balch Springs, Seagoville, and Sunnyvale are executing this Agreement pursuant to duly authorized action of their respective City Councils.

**ARTICLE XV.  
SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be invalid, unenforceable or contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the validity, enforceability or legality of any of the remaining portions of the Agreement and the remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid, unenforceable or illegal provision had never been included in the Agreement.

**ARTICLE XVI.**

## **VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Dallas County, Texas, and, if legal action is necessary, exclusive venue shall lie in state courts of competent subject matter jurisdiction in Dallas County, Texas.

## **ARTICLE XVII. INTERPRETATION OF AGREEMENT**

This is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the terms and provisions of this Agreement shall not be construed more favorably for or strictly against any Party.

## **ARTICLE XVIII. DEFAULT AND REMEDIES LIMITATION ON LIABILITY**

18.01 Default. A Party shall be in default of this Agreement if such Party fails to timely keep or perform any term, provision, covenant, or condition to be kept or performed by such Party under the terms of this Agreement and such failure continues for ninety (90) days after written notice by the non-defaulting Party to the defaulting Party (a "Default").

18.02 Remedies. The Parties shall have the right to enforce the provisions of Section 5 of this Agreement by injunction and/or specific performance. Additionally, upon the occurrence of a Default, the non-defaulting Party shall have the right to terminate this Agreement by written notice to the defaulting Party and shall further have the right to exercise any rights and remedies available to such Party at common law, by statute, in equity or otherwise pursuant to the laws of the State of Texas.

18.03 Effect of Termination of this Agreement Pursuant to Section 18.02. In the event either Party terminates this Agreement pursuant to Section 18.02 above, the following provisions shall apply:

(i) The defaulting Party shall not be entitled to reimbursement from the non-defaulting Party for expenditures related to the Southeast Collaboration paid by the defaulting Party prior to the date of termination; provided, however, the defaulting Party shall continue to own its undivided 25% interest in the Shared Resources and shall continue to be entitled to its proportionate share of the net proceeds from the sale of any Shared Resources as more fully set forth in Article IX of this Agreement;

(ii) The defaulting Party shall continue to be responsible for all financial obligations related to its share of Shared Costs incurred or accrued prior to the date of the termination;

(iii) The defaulting Party shall, within thirty (30) days after written demand by the non-defaulting Parties, reimburse the non-defaulting Parties for reasonable costs associated with the reconfiguring of the Southeast Collaboration that are necessary for the non-defaulting Parties to continue the Southeast Collaboration;

(iv) All Non-Shared Resources of the Southeast Collaboration shall continue to be owned 100% by the Party that purchased such Non-Shared Resource;

(v) The non-defaulting Party shall have the right after termination of this Agreement to continue to access, use, maintain, repair and upgrade the Shared Resources (but not the Non-Shared Resources) of the Southeast Collaboration located on property owned or leased by the defaulting Party without compensation to or interference by the defaulting Party.

18.04 Remedies Cumulative. The Parties' rights and remedies under this Agreement are cumulative and are not exclusive of any other right or remedy provided by law. Each right and remedy of the Parties provided for in this Agreement or now or hereafter existing pursuant to the laws of the State of Texas shall be cumulative and concurrent and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing pursuant to the laws of the State of Texas.

18.05 Limitation on Liability. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed by the Parties that no Party shall be held liable for the acts or omissions of another Party or for the acts or omissions of another Party's agents, representatives or employees in the performance of this Agreement.

18.06 Survival. All provisions of this Article XVIII shall expressly survive the expiration or termination of this Agreement.

#### **ARTICLE XIX. WAIVER**

No covenant or condition of this Agreement may be waived without the express written consent of the waiving Party. No failure by any Party to insist upon the strict or timely performance of any covenant, duty, agreement, term or condition of this Agreement shall constitute a waiver of any such covenant, duty, agreement, term or condition. It is further agreed that one (1) or more instances of forbearance by any Party in the exercise of its respective rights under this Agreement shall in no way impair such right or constitute a waiver of such right or a waiver of any breach theretofore or thereafter occurring.

#### **ARTICLE XX. SUCCESSORS AND ASSIGNS**

Each Party binds itself and its successors and assigns to the other Party to this contract. References in this Agreement to Mesquite, Balch Springs, Seagoville, and Sunnyvale whether individually or collectively, includes the successors and assigns of each of the respective Parties.

#### **ARTICLE XXI. GOVERNMENTAL FUNCTION**

The provision the work and services described herein are essential to the public health and safety of the citizens of all Parties and are governmental functions and services pursuant to the Act that each Party is authorized to perform individually. Each Party agrees that all monetary obligations of each Party under the terms of this Agreement shall be made only from current revenues or other lawful funds appropriated and available for the performance of such obligations.

#### **ARTICLE XXII.**

**NO PARTNERSHIP, JOINT VENTURE, AGENCY  
OR EMPLOYER/EMPLOYEE RELATIONSHIP**

Nothing contained in this Agreement shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of partnership, joint venture, joint enterprise, agency or employer/employee relationship between the Parties.

**ARTICLE XXIII.  
HEADINGS**

The headings of this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and conditions of this Agreement.

**ARTICLE XXIV.  
DUPLICATE ORIGINAL DOCUMENTS**

This Agreement may be executed in any number of original, facsimile or electronically-scanned counterparts, each of which shall be considered an original and all of which shall be considered one and the same instrument. A digital or electronic signature shall be considered an original signature for all purposes.

**ARTICLE XXV.  
TIME IS OF THE ESSENCE**

The Parties agree that time is of the essence in the performance of this Agreement.

**ARTICLE XXVI.  
ACCEPTANCE**

By their signatures below, the duly authorized representatives of the Cities accept the terms of this Agreement in full.

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

**CITY OF MESQUITE**

By: \_\_\_\_\_  
Cliff Keheley, City Manager

ATTEST:

By: \_\_\_\_\_  
Sonja Land, City Secretary

APPROVED AS TO FORM:  
David L. Paschall, City Attorney

By: \_\_\_\_\_  
Assistant City Attorney

**CITY OF SEAGOVILLE**

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

APPROVED AS TO FORM:  
\_\_\_\_\_, City Attorney

By: \_\_\_\_\_  
Assistant City Attorney

**CITY OF BALCH SPRINGS**

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

APPROVED AS TO FORM:  
\_\_\_\_\_, City Attorney

By: \_\_\_\_\_  
Assistant City Attorney

**TOWN OF SUNNYVALE**

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

APPROVED AS TO FORM:  
\_\_\_\_\_, City Attorney

By: \_\_\_\_\_  
Assistant City Attorney

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

**Meeting Date: June 21, 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: 11***

**Meeting Date: June 21, 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: 12*

**Meeting Date: June 21, 2021**

### **ITEM DESCRIPTION:**

#### Recess into Executive Session

Council will recess into executive session pursuant to Texas Government Code:

- A. § 551.072. regarding deliberation of the purchase or value of real property, to wit, wastewater and temporary construction easements on, under, and over Parcels 5, 7 and/or 8 of the Northern Basin Interceptor Alignment Project
- B. § 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

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

## *Executive Session Agenda Item: 13*

**Meeting Date: June 21, 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. § 551.072. regarding deliberation of the purchase or value of real property, to wit, wastewater and temporary construction easements on, under, and over Parcels 5, 7 and/or 8 of the Northern Basin Interceptor Alignment Project
- B. § 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

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

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

**Meeting Date: June 21, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, declaring a public necessity exists and finding a public use and purpose for the taking and acquiring of an approximately 4.963 acre tract of land for a 50 foot-wide wastewater easement and temporary construction easement, said tract being out of the Andrew Nail Survey, Abstract No. 1070, Dallas County, Texas and the John Lanier Survey, Abstract No. 805, Dallas County, Texas; providing for a last and final offer and authorization to purchase said easement for just compensation and, if such offer is refused, authorizing the filing of proceedings in Eminent Domain; and providing an effective date.

### **BACKGROUND OF ISSUE:**

As previously authorized by Resolution No. 18-R-2021, the City Attorney has endeavored to negotiate with the owners of an approximately 4.963 acre tract of land out of the Andrew Nail Survey, Abstract No. 1070, and the John Lanier Survey, Abstract No. 805, Dallas County, Texas for the purpose of acquiring a 50 foot wide wastewater easement and temporary construction easement (the "Easements") required for the construction and upgrade of sanitary sewer lines and facilities associated with the City's Northern Basin Interceptor Wastewater Project (the "Project"), but has failed to successfully conclude such negotiations by agreeing on the damages to be paid by the City for such acquisition. The City Council, as previously resolved in Resolution No. 18-R-2021, continues to determine that there exists a public necessity and a public purpose and use for the welfare and convenience of the citizens for the acquisition of the Easements. The City is authorized to acquire real property and interests therein by consent or exercise of the power of eminent domain.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, DECLARING A PUBLIC NECESSITY EXISTS AND FINDING A PUBLIC USE AND PURPOSE FOR THE TAKING AND ACQUIRING OF AN APPROXIMATELY 4.963 ACRE TRACT OF LAND FOR A 50 FOOT-WIDE WASTEWATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT, SAID TRACT BEING OUT OF THE ANDREW NAIL SURVEY, ABSTRACT NUMBER 1070, DALLAS COUNTY, TEXAS AND THE JOHN LANIER SURVEY, ABSTRACT NO. 805, DALLAS COUNTY, TEXAS; PROVIDING FOR A LAST AND FINAL OFFER AND AUTHORIZATION TO PURCHASE SAID EASEMENT FOR JUST COMPENSATION AND, IF SUCH OFFER IS REFUSED, AUTHORIZING THE FILING OF PROCEEDINGS IN EMINENT DOMAIN; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, as previously authorized by Resolution No. 18-R-2021, the City Attorney has endeavored to negotiate with the owners of an approximately 4.963 acre tract of land out of the Andrew Nail Survey, Abstract No. 1070, and the John Lanier Survey, Abstract No. 805, Dallas County, Texas for the purpose of acquiring a 50 foot wide wastewater easement and temporary construction easement (the “Easements”) required for the construction and upgrade of sanitary sewer lines and facilities associated with the City’s Northern Basin Interceptor Wastewater Project (the “Project”), but has failed to successfully conclude such negotiations by agreeing on the damages to be paid by the City for such acquisition; and

**WHEREAS**, the City Council, as previously resolved in Resolution No. 18-R-2021, continues to determine that there exists a public necessity and a public purpose and use for the welfare and convenience of the citizens for the acquisition of the Easements; and

**WHEREAS**, the City is authorized to acquire real property and interests therein by consent or exercise of the power of eminent domain; and

**WHEREAS**, the City Council of the City of Seagoville finds it to be in the public interest and to the benefit of the health, safety, and welfare of its citizens to acquire the necessary Easements for the Project;

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

**SECTION 1.** The facts and recitations contained in the above preamble of this Resolution are found to be true and correct and are hereby incorporated herein for all purposes.

**SECTION 2.** The City Council finds and declares that a public necessity exists for the acquisition by the City of Seagoville of a 50 foot wide wastewater easement for the construction, installation and maintenance of lines and related facilities for the City’s Northern Basin Interceptor Wastewater Project (the “Wastewater Easement”) and a 50 foot wide temporary

construction easement for the duration of construction and until final acceptance of the Project by City and vacation of the construction site by the City's contractor (the "Temporary Construction Easement") (collectively, the Wastewater Easement and the Temporary Construction Easement are referred to herein as the "Easements") on, under, and over an approximately 04.963 acre tract of land out of the Andrew Nail Survey, Abstract No. 1070, and the John Lanier Survey, Abstract No. 805, Dallas County, Texas being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

**SECTION 3.** The City Council further finds and declares acquisition by the City of the Wastewater Easement and the Temporary Easement on, under, and over the real property described in Section 2 above and Exhibit A attached hereto is necessary for the public purpose of constructing, reconstructing, installing, repairing, and maintaining sanitary sewer lines and related appurtenances, along with a related temporary construction easement required during the construction thereof, and is for the benefit of the health, safety, and welfare of the citizens and residents of the City of Seagoville and the public generally.

**SECTION 4.** The City Manager or City Attorney is hereby authorized to make a last and final offer of just and adequate compensation to the owners of the Easements in the amount of \$\_\_\_\_\_, an amount which is not less than the fair market value of the interest in the Easements to be acquired, including damages to the remainder of the property, if any, said offer being an amount which is not less than the amount set forth in the independent appraisal of the interest in the Easements obtained by the City and provided to said owners. In the event such offer is accepted, the City Manager is hereby authorized to negotiate and sign such contracts and other documents the City Manager determines to be reasonable and necessary in order to close on the purchase of the Easements.

**SECTION 5.** In the event the offer made pursuant to Section 4, herein, is refused or not accepted by the owners of the property at issue including the Easements, the City Attorney is hereby authorized and directed on behalf of the City to file the necessary proceedings in eminent domain and to take whatever action may be necessary against the owner(s) and any other parties having an interest in the property described herein including the Easements, to acquire the interests in the Easements described herein with the purpose of such title vesting in the City.

**SECTION 6.** If it is later determined there are errors in the description of the property or the Easements as set forth herein, or if later surveys contain more accurate revised descriptions, the City Attorney or designee is authorized to have such errors corrected or revisions made without the necessity of obtaining City Council approval authorizing the condemnation of the corrected or revised property.

**SECTION 7.** This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Seagoville, Texas, this the 21<sup>ST</sup> day of June, 2021.

CITY OF SEAGOVILLE, TEXAS

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Dennis K. Childress, Mayor

ATTEST:

---

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

---

Victoria W. Thomas, City Attorney  
(061321vwtTM123035)

**EXHIBIT "A"**

**EXHIBIT "A"**  
**50-FOOT WIDE WASTEWATER EASEMENT &  
TEMPORARY CONSTRUCTION EASEMENT**

Parcel No. 5  
Owner: SWMF Properties, Inc.  
Andrew Nail Survey, Abstract Number 1070  
John Lanier Survey, Abstract Number 805  
City of Seagoville, Dallas County, Texas

**BEING** a tract of land situated in the Andrew Nail Survey, Abstract Number 1070 and the John Lanier Survey, Abstract No. 805, Dallas County, Texas and being part of that 159 acre tract of land described by Deed to SWMF Properties, Inc., recorded in Instrument Number 20080281643 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

**COMMENCING** at a 1/2-inch found iron rod for the southeast corner of said SWMF Properties, Inc. tract, being the southwest corner of a tract of land described by Deed to Seagoville LP, recorded in Instrument Number 200900288154, O.P.R.D.C.T.;

**THENCE** North 44 degrees 26 minutes 31 seconds East, 1,937.07 feet, with said common line, to the **POINT OF BEGINNING**, having grid coordinates of North=6,933,425.42, East=2,574,388.51;

**THENCE** departing said common line, over and across said SWMF Properties, Inc. tract the following courses and distances:

- North 20 degrees 32 minutes 23 seconds West, 23.10 feet, to a point for corner;
- North 21 degrees 04 minutes 43 seconds West, 1,363.07 feet, to a point for corner;
- South 80 degrees 54 minutes 34 seconds West, 181.94 feet, to a point for corner;
- South 52 degrees 19 minutes 51 seconds West, 670.50 feet, to a point for corner;
- North 56 degrees 58 minutes 09 seconds West, 354.62 feet, to a point for corner;
- North 56 degrees 43 minutes 26 seconds West, 88.50 feet, to a point for corner;
- North 81 degrees 28 minutes 14 seconds West, 669.17 feet, to a point for corner;
- South 59 degrees 39 minutes 12 seconds West, 68.71 feet, to a point for corner;
- South 31 degrees 36 minutes 55 seconds West, 258.26 feet, to a point for corner;
- South 48 degrees 45 minutes 47 seconds West, 571.39 feet, to a point for corner;

North 73 degrees 41 minutes 50 seconds West, 86.04 feet, to a point for corner in the common line of said SWMF Properties Inc. tract and the east common line of a called 50.49086 acre tract of land described in Deed to David Jasso and Zoila Jasso, recorded in Volume 2003078, Page 10579, O.P.R.D.C.T., and being the center-line of Parkers Branch;

**THENCE** North 01 degree 31 minutes 56 seconds West, 5.73 feet, along said common line to a point for corner;

**THENCE** North 23 degrees 27 minutes 48 seconds East, 44.89 feet, continuing along said common line to a point for corner;

**THENCE** departing said common line, over and across said SWMF Properties, Inc. tract the following courses and distances:

South 73 degrees 41 minutes 50 seconds East, 54.75 feet, to a point for corner;

North 48 degrees 45 minutes 47 seconds East, 536.40 feet, to a point for corner;

North 31 degrees 36 minutes 55 seconds East, 263.21 feet, to a point for corner;

North 59 degrees 39 minutes 12 seconds East, 98.84 feet, to a point for corner;

South 81 degrees 28 minutes 14 seconds East, 697.79 feet, to a point for corner;

South 56 degrees 43 minutes 26 seconds East, 99.36 feet, to a point for corner;

South 56 degrees 58 minutes 09 seconds East, 319.04 feet, to a point for corner;

North 52 degrees 19 minutes 51 seconds East, 647.77 feet, to a point for corner;

North 80 degrees 54 minutes 34 seconds East, 235.17 feet, to a point for corner in the west line of a Lone Star Gas Company Right-of-Way recorded in Volume 67234, Page 103, D.R.D.C.T.;

South 21 degrees 04 minutes 43 seconds East, 1,380.82 feet, with said west line and returning to the aforementioned common line of said SWMF Properties Inc. tract and said Seagoville LP tract, to a point for corner;

**THENCE** South 44 degrees 26 minutes 31 seconds West, 55.18 feet, with said common line to the **POINT OF BEGINNING AND CONTAINING** 216,191 square feet, or 4.963 acres of land, more or less.

Notes:

1. Basis of Bearing is the North American Datum of 1983, Texas State Plane Coordinate System, North Central Zone (4202). All distances are surface distances. Surface Adjustment Scale Factor: 1.000136506
2. This metes and bounds description was prepared with an exhibit of even date.
3. The survey shown hereon was prepared with the benefit of a title commitment issued by Chicago Title Insurance Company, with an effective date of June 18, 2020 under GF No. 20060406ROW and was relied upon for easements and other matters of record.

I, Adam T. Johnson, Registered Professional Land Surveyor of the State of Texas, do hereby certify that the map shown hereon represents the described property as determined by a survey made on the ground under my direction and supervision in June, 2020, and that all corners are as shown.



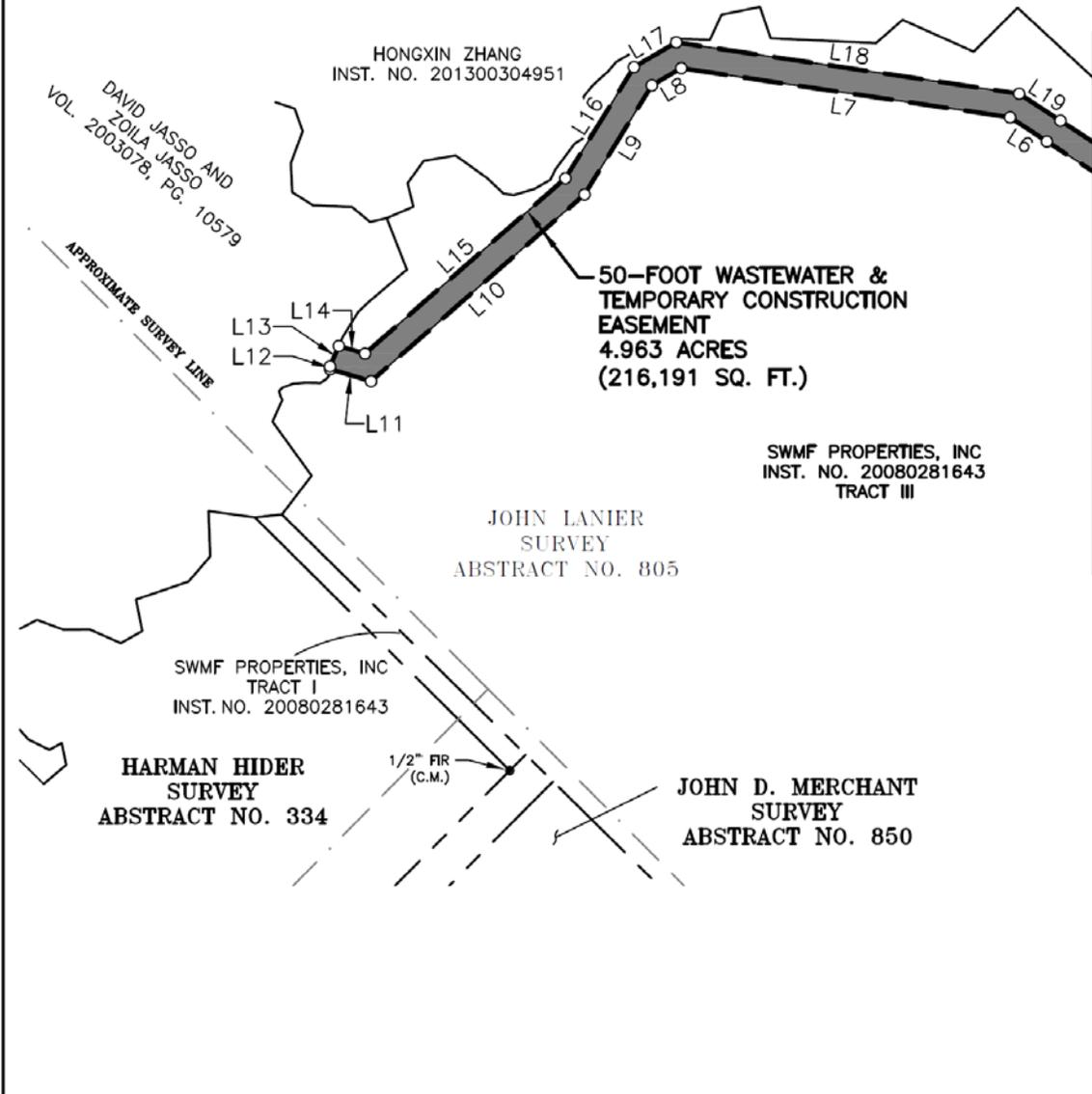
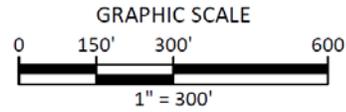
10/16/2020

Adam T. Johnson  
Registered Professional Land Surveyor  
Texas Registration Number 6664  
TBPELS SURVEYING FIRM NO. 10029600





**EXHIBIT "A"**  
**PARCEL NO. 5**



MATCH LINE PAGE 5

October 15, 2020, 3:43:03 PM, a03835



1201 NORTH BOWSER ROAD  
 RICHARDSON, TX 75081-2275  
 TEL (214) 346-6200  
 TBPCLS SURVEYING FIRM #10029600

**50' WASTEWATER EASEMENT &  
 TEMPORARY CONSTRUCTION EASEMENT  
 NORTHERN BASIN INTERCEPTOR SEWER  
 SITUATED IN: ANDREW NAIL SURVEY, ABSTRACT NO. 1070 &  
 JOHN LANIER SURVEY, ABSTRACT NO. 805  
 CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS**

PROJECT NO: 36662.001
DATE ISSUED: 10/15/2020
PAGE: 5 OF 6

**EXHIBIT "A"**  
**PARCEL NO. 5**

LINE DATA		
LINE #	BEARING	DISTANCE
L1	N 20°32'23" W	23.10'
L2	N 21°04'43" W	1340.09'
L3	S 80°54'34" W	181.94'
L4	S 52°19'51" W	670.50'
L5	N 56°58'09" W	354.62'
L6	N 56°43'26" W	88.50'
L7	N 81°28'14" W	669.17'
L8	S 59°39'12" W	68.71'
L9	S 31°36'55" W	258.26'
L10	S 48°45'47" W	571.39'
L11	N 73°41'50" W	86.04'
L12	N 01°31'56" W	5.73'

LINE DATA		
LINE #	BEARING	DISTANCE
L13	N 23°27'48" E	44.89'
L14	S 73°41'50" E	54.75'
L15	N 48°45'47" E	536.40'
L16	N 31°36'55" E	263.21'
L17	N 59°39'12" E	98.84'
L18	S 81°28'14" E	697.79'
L19	S 56°43'26" E	99.36'
L20	S 56°58'09" E	319.04'
L21	N 52°19'51" E	647.77'
L22	N 80°54'34" E	235.17'
L23	S 21°04'43" E	1380.82'
L24	S 44°26'31" W	55.18'

I, Adam T. Johnson, Registered Professional Land Surveyor of the State of Texas, do hereby certify that the map shown hereon represents the described property as determined by a survey made on the ground under my direction and supervision in June, 2020, and that all corners are as shown.

**General Notes:**

- 1) Bearing basis for this drawing is the Texas Coordinate System of 1983, North Central Zone 4202, NAD83 (2011). Distances show are surface and can be converted to grid by dividing by a scale factor of 1.000136506.
- 2) A metes and bounds description of even date accompanies this exhibit.
- 3) The survey shown hereon was prepared with the benefit of a title commitment issued by Chicago Title Insurance Company, with an effective date of June 18, 2020 under GF No. 20060406ROW and was relied upon for easements and other matters of record.

10-16-20



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**HALFF**<sup>®</sup>  
 1201 NORTH BOWSER ROAD  
 RICHARDSON, TX 75081-2275  
 TEL (214) 346-6200  
 TBPELS SURVEYING FIRM #10029600

**50' WASTEWATER EASEMENT &  
 TEMPORARY CONSTRUCTION EASEMENT  
 NORTHERN BASIN INTERCEPTOR SEWER  
 SITUATED IN: ANDREW NAIL SURVEY, ABSTRACT NO. 1070 &  
 JOHN LANIER SURVEY, ABSTRACT NO. 805  
 CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS**

PROJECT NO: 36662.001
DATE ISSUED: 10/15/2020
PAGE: 6 OF 6

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

**Meeting Date: June 21, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, declaring a public necessity exists and finding a public use and purpose for the taking and acquiring of an approximately 1.889 acre tract of land for a 35 foot-wide wastewater easement and an additional approximately 0.810 acre tract of land for an overlapping 50 foot wide temporary construction easement, said tracts being out of the Herman Heider Survey, Abstract No. 541 and the John Lanier Survey, Abstract No. 805, City of Seagoville, Dallas County Texas; providing for a last and final offer and authorization to purchase said easements for just compensation and, if such offer is refused, authorizing the filing of proceedings in Eminent Domain; and providing an effective date.

### **BACKGROUND OF ISSUE:**

As previously authorized by Resolution No. 19-R-2021, the City Attorney has endeavored to negotiate with the owners of an approximately 1.889 acre tract of land and an additional approximately 0.810 acre tract of land, both out of the Harman Hider Survey, Abstract No. 541 and the John Lanier Survey, Abstract No. 805, City of Seagoville, Dallas County, Texas for the purpose of acquiring, respectively, a 35 foot wide wastewater easement and an overlapping 50 foot wide temporary construction easement (collectively, the “Easements”) required for the construction and upgrade of sanitary sewer lines and facilities associated with the City’s Northern Basin Interceptor Wastewater Project (the “Project”), but has failed to successfully conclude such negotiations by agreeing on the damages to be paid by the City for such acquisition. The City Council, as previously resolved in Resolution No. 19-R-2021, continues to determine that there exists a public necessity and a public purpose and use for the welfare and convenience of the citizens for the acquisition of the Easements. The City is authorized to acquire real property and interests therein by consent or exercise of the power of eminent domain

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, DECLARING A PUBLIC NECESSITY EXISTS AND FINDING A PUBLIC USE AND PURPOSE FOR THE TAKING AND ACQUIRING OF AN APPROXIMATELY 1.889 ACRE TRACT OF LAND FOR A 35 FOOT-WIDE WASTEWATER EASEMENT AND AN ADDITIONAL APPROXIMATELY 0.810 ACRE TRACT OF LAND FOR AN OVERLAPPING 50 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT, SAID TRACTS BEING OUT OF THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541 AND THE JOHN LANIER SURVEY, ABSTRACT NO. 805, CITY OF SEAGOVILLE, DALLAS COUNTY TEXAS; PROVIDING FOR A LAST AND FINAL OFFER AND AUTHORIZATION TO PURCHASE SAID EASEMENTS FOR JUST COMPENSATION AND, IF SUCH OFFER IS REFUSED, AUTHORIZING THE FILING OF PROCEEDINGS IN EMINENT DOMAIN; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, as previously authorized by Resolution No. 19-R-2021, the City Attorney has endeavored to negotiate with the owners of an approximately 1.889 acre tract of land and an additional approximately 0.810 acre tract of land, both out of the Harman Hider Survey, Abstract No. 541 and the John Lanier Survey, Abstract No. 805, City of Seagoville, Dallas County, Texas for the purpose of acquiring, respectively, a 35 foot wide wastewater easement and an overlapping 50 foot wide temporary construction easement (collectively, the “Easements”) required for the construction and upgrade of sanitary sewer lines and facilities associated with the City’s Northern Basin Interceptor Wastewater Project (the “Project”), but has failed to successfully conclude such negotiations by agreeing on the damages to be paid by the City for such acquisition; and

**WHEREAS**, the City Council, as previously resolved in Resolution No. 19-R-2021, continues to determine that there exists a public necessity and a public purpose and use for the welfare and convenience of the citizens for the acquisition of the Easements; and

**WHEREAS**, the City is authorized to acquire real property and interests therein by consent or exercise of the power of eminent domain; and

**WHEREAS**, the City Council of the City of Seagoville finds it to be in the public interest and to the benefit of the health, safety, and welfare of its citizens to acquire the necessary Easements for the Project;

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

**SECTION 1.** The facts and recitations contained in the above preamble of this Resolution are found to be true and correct and are hereby incorporated herein for all purposes.

**SECTION 2.** The City Council finds and declares that a public necessity exists for the acquisition by the City of Seagoville of a 35 foot wide wastewater easement for the construction, installation and maintenance of lines and related facilities for the City's Northern Basin Interceptor Wastewater Project (the "Wastewater Easement") and an overlapping 50 foot wide temporary construction easement for the duration of construction and until final acceptance of the Project by City and vacation of the construction site by the City's contractor (the "Temporary Construction Easement") (collectively, the Wastewater Easement and the Temporary Construction Easement are referred to herein as the "Easements") on, under, and over, respectively, an approximately 1.889 acre tract of land and an additional 0.810 acre tract of land, both out of the Harman Hider Survey, Abstract No. 541 and the John Lanier Survey, Abstract No. 805, Dallas County, Texas being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

**SECTION 3.** The City Council further finds and declares acquisition by the City of the Wastewater Easement and the Temporary Easement on, under, and over the real property described in Section 2 above and Exhibit A attached hereto is necessary for the public purpose of constructing, reconstructing, installing, repairing, and maintaining sanitary sewer lines and related appurtenances, along with a related temporary construction easement required during the construction thereof, and is for the benefit of the health, safety, and welfare of the citizens and residents of the City of Seagoville and the public generally.

**SECTION 4.** The City Manager or City Attorney is hereby authorized to make a last and final offer of just and adequate compensation to the owners of the Easements in the amount of \$\_\_\_\_\_, an amount which is not less than the fair market value of the interest in the Easements to be acquired, including damages to the remainder of the property, if any, said offer being an amount which is not less than the amount set forth in the independent appraisal of the interest in the Easements obtained by the City and provided to said owners. In the event such offer is accepted, the City Manager is hereby authorized to negotiate and sign such contracts and other documents the City Manager determines to be reasonable and necessary in order to close on the purchase of the Easements.

**SECTION 5.** In the event the offer made pursuant to Section 4, herein, is refused or not accepted by the owners of the property at issue including the Easements, the City Attorney is hereby authorized and directed on behalf of the City to file the necessary proceedings in eminent domain and to take whatever action may be necessary against the owner(s) and any other parties having an interest in the property described herein including the Easements, to acquire the interests in the Easements described herein with the purpose of such title vesting in the City.

**SECTION 6.** If it is later determined there are errors in the description of the property or the Easements as set forth herein, or if later surveys contain more accurate revised descriptions, the City Attorney or designee is authorized to have such errors corrected or revisions made without the necessity of obtaining City Council approval authorizing the condemnation of the corrected or revised property.

**SECTION 7.** This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Seagoville, Texas, this the 21<sup>ST</sup> day of June, 2021.

CITY OF SEAGOVILLE, TEXAS

---

Dennis K. Childress, Mayor

ATTEST:

---

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

---

Victoria W. Thomas, City Attorney  
(061321vwtTM123036)

# EXHIBIT "A"

## EXHIBIT "A" 35-FOOT WIDE WASTEWATER EASEMENT & 50-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT

Parcel No. 7  
Owner: David Jasso and Zoila Jasso  
Harman Hider Survey, Abstract Number 541  
John Lanier Survey, Abstract Number 805  
City of Seagoville, Dallas County, Texas

### 35-FOOT WIDE WASTEWATER EASEMENT

**BEING** a tract of land situated in the Harman Hider Survey, Abstract No. 541 and the John Lanier Survey, Abstract No. 805, Dallas County, Texas and being part of that 50.49086 acre tract of land described by Warranty Deed to David Jasso and Zoila Jasso, recorded in Volume 2003078, Page 10579 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

**COMMENCING** at the southwest corner of said Jasso tract, being the southeast corner of a tract of land described by Special Warranty Deed with Vendor's Lien to Tina Stoker, recorded in Instrument Number 200600107349, O.P.R.D.C.T., being part of Lot 2, REPLAT OF NABORS SUBDIVISION, an addition to the City of Seagoville, recorded in Volume 93051, Page 1961 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being in the northerly right-of-way line of Simonds Road (40-foot right-of-way);

**THENCE** North 24 degrees 16 minutes 38 seconds East, with the common line of said Jasso tract and said Stoker tract, passing at a distance of 2.52 feet a 1/2-inch found iron rod, and continuing with said common line a total distance of 966.10 feet to the **POINT OF BEGINNING**, having grid coordinates of North=6,934,925.26, East=2,569,426.34;

**THENCE** North 24 degrees 16 minutes 38 seconds East, 40.01 feet, continuing with said common line, to a point for corner;

**THENCE** departing said common line, over and across said Jasso tract the following courses and distances:

North 85 degrees 17 minutes 35 seconds East, 53.39 feet, to a point for corner;

North 75 degrees 52 minutes 33 seconds East, 312.53 feet, to a point for corner;

South 46 degrees 56 minutes 06 seconds East, 710.10 feet, to a point for corner;

South 74 degrees 27 minutes 36 seconds East, 345.43 feet, to a point for corner;

South 56 degrees 41 minutes 07 seconds East, 638.34 feet, to a point for corner;

South 73 degrees 41 minutes 50 seconds East, 291.02 feet, to a point for corner in the center of Crawford Branch, being the common line of said Jasso tract and the west line of a called 159 acres tract of land described in Deed to SWMF Properties, INC, recorded in Instrument Number 20080281643, O.P.R.D.C.T.;

**THENCE** South 23 degrees 27 minutes 48 seconds West, 35.28 feet, with said common line to a point for corner;

**THENCE** departing said common line, over and across said Jasso tract the following courses and distances:

North 73 degrees 41 minutes 50 seconds West, 291.86 feet, to a point for corner;

North 56 degrees 41 minutes 07 seconds West, 638.10 feet, to a point for corner;

North 74 degrees 27 minutes 36 seconds West, 348.53 feet, to a point for corner;

North 46 degrees 56 minutes 06 seconds West, 699.59 feet, to a point for corner;

South 75 degrees 52 minutes 33 seconds West, 296.33 feet, to a point for corner;

South 85 degrees 17 minutes 35 seconds West, 75.66 feet, to the **POINT OF BEGINNING AND CONTAINING** 82,265 square feet or 1.889 acres of land, more or less.

**50-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT**

**BEING** a tract of land situated in the Harman Hider Survey, Abstract No. 541 and the John Lanier Survey, Abstract No. 805, Dallas County, Texas and being part of that 50.49086 acre tract of land described by Warranty Deed to David Jasso and Zoila Jasso, recorded in Volume 2003078, Page 10579 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

**COMMENCING** at the southwest corner of said Jasso tract, being the southeast corner of a tract of land described by Special Warranty Deed with Vendor's Lien to Tina Stoker, recorded in Instrument Number 200600107349, O.P.R.D.C.T., being part of Lot 2, REPLAT OF NABORS SUBDIVISION, an addition to the City of Seagoville, recorded in Volume 93051, Page 1961 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being in the northerly right-of-way line of Simonds Road (40-foot right-of-way);

**THENCE** North 24 degrees 16 minutes 38 seconds East, with the common line of said Jasso tract and said Stoker tract, passing at a distance of 2.52 feet a 1/2-inch found iron rod, and continuing with said common line a total distance of 948.95 feet to the **POINT OF BEGINNING**, having grid coordinates of North=6,934,909.65, East=2,569,419.30;

**THENCE** North 24 degrees 16 minutes 38 seconds East, 57.16 feet, continuing with said common line, to a point for corner;

**THENCE** departing said common line, over and across said Jasso tract the following courses and distances:

North 85 degrees 17 minutes 35 seconds East, 53.39 feet, to a point for corner;

North 75 degrees 52 minutes 33 seconds East, 312.53 feet, to a point for corner;

South 46 degrees 56 minutes 06 seconds East, 710.10 feet, to a point for corner;

South 74 degrees 27 minutes 36 seconds East, 345.43 feet, to a point for corner;

South 56 degrees 41 minutes 07 seconds East, 638.34 feet, to a point for corner;

South 73 degrees 41 minutes 50 seconds East, 291.02 feet, to a point for corner in the center of Crawford Branch, being the common line of said Jasso tract and the west line of a called 159 acres tract of land described in Deed to SWMF Properties, INC, recorded in Instrument Number 20080281643, O.P.R.D.C.T.;

**THENCE** South 23 degrees 27 minutes 48 seconds West, 37.30 feet, with said common line to a point for corner;

**THENCE** South 01 degrees 31 minutes 56 seconds West, 13.64 feet, continuing with said common line to a point for corner;

**THENCE** departing said common line, over and across said Jasso tract the following courses and distances:

- North 73 degrees 41 minutes 50 seconds West, 298.03 feet, to a point for corner;
- North 56 degrees 41 minutes 07 seconds West, 638.00 feet, to a point for corner;
- North 74 degrees 27 minutes 36 seconds West, 349.86 feet, to a point for corner;
- North 46 degrees 56 minutes 06 seconds West, 695.09 feet, to a point for corner;
- South 75 degrees 52 minutes 33 seconds West, 289.39 feet, to a point for corner;
- South 85 degrees 17 minutes 35 seconds West, 85.20 feet, to the **POINT OF BEGINNING AND CONTAINING** 117,557 square feet or 2.699 acres of land, more or less.

Notes:

1. Basis of Bearing is the North American Datum of 1983, Texas State Plane Coordinate System, North Central Zone (4202). All distances are surface distances. Surface Adjustment Scale Factor: 1.000136506
2. This metes and bounds description was prepared with an exhibit of even date.
3. The survey shown hereon was prepared with the benefit of a title commitment issued by Chicago Title Insurance Company, with an effective date of June 18, 2020 under GF No. 20060407ROW and was relied upon for easements and other matters of record.

I, Adam T. Johnson, Registered Professional Land Surveyor of the State of Texas, do hereby certify that the map shown hereon represents the described property as determined by a survey made on the ground under my direction and supervision in June, 2020, and that all corners are as shown.



04/28/2021

Adam T. Johnson  
Registered Professional Land Surveyor  
Texas Registration Number 6664  
TBPELS SURVEYING FIRM NO. 10029600









## *Regular Session Agenda Item: 16*

**Meeting Date: June 21, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, declaring a public necessity exists and finding a public use and purpose for the taking and acquiring of an approximately 0.597 acre tract of land for a 35 foot-wide wastewater easement and an additional approximately 0.249 acre tract of land for an overlapping 50 foot wide temporary construction easement, said tracts being out of the Herman Heider Survey, Abstract No. 541, City of Seagoville, Dallas County Texas; providing for a last and final offer and authorization to purchase said easements for just compensation and, if such offer is refused, authorizing the filing of proceedings in Eminent Domain; and providing an effective date.

### **BACKGROUND OF ISSUE:**

As previously authorized by Resolution No. 19-R-2021, the City Attorney has endeavored to negotiate with the owners of an approximately 0.597 acre tract of land and an additional approximately 0.249 acre tract of land, both out of the Harman Hider Survey, Abstract No. 541, City of Seagoville, Dallas County, Texas for the purpose of acquiring, respectively, a 35 foot wide wastewater easement and an overlapping 50 foot wide temporary construction easement (collectively, the “Easements”) required for the construction and upgrade of sanitary sewer lines and facilities associated with the City’s Northern Basin Interceptor Wastewater Project (the “Project”), but has failed to successfully conclude such negotiations by agreeing on the damages to be paid by the City for such acquisition. The City Council, as previously resolved in Resolution No. 20-R-2021, continues to determine that there exists a public necessity and a public purpose and use for the welfare and convenience of the citizens for the acquisition of the Easements. The City is authorized to acquire real property and interests therein by consent or exercise of the power of eminent domain.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, DECLARING A PUBLIC NECESSITY EXISTS AND FINDING A PUBLIC USE AND PURPOSE FOR THE TAKING AND ACQUIRING OF AN APPROXIMATELY 0.597 ACRE TRACT OF LAND FOR A 35 FOOT-WIDE WASTEWATER EASEMENT AND AN ADDITIONAL APPROXIMATELY 0.249 ACRE TRACT OF LAND FOR AN OVERLAPPING 50 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT, SAID TRACTS BEING OUT OF THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY TEXAS; PROVIDING FOR A LAST AND FINAL OFFER AND AUTHORIZATION TO PURCHASE SAID EASEMENTS FOR JUST COMPENSATION AND, IF SUCH OFFER IS REFUSED, AUTHORIZING THE FILING OF PROCEEDINGS IN EMINENT DOMAIN; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, as previously authorized by Resolution No. 19-R-2021, the City Attorney has endeavored to negotiate with the owners of an approximately 0.597 acre tract of land and an additional approximately 0.249 acre tract of land, both out of the Harman Hider Survey, Abstract No. 541, City of Seagoville, Dallas County, Texas for the purpose of acquiring, respectively, a 35 foot wide wastewater easement and an overlapping 50 foot wide temporary construction easement (collectively, the “Easements”) required for the construction and upgrade of sanitary sewer lines and facilities associated with the City’s Northern Basin Interceptor Wastewater Project (the “Project”), but has failed to successfully conclude such negotiations by agreeing on the damages to be paid by the City for such acquisition; and

**WHEREAS**, the City Council, as previously resolved in Resolution No. 20-R-2021, continues to determine that there exists a public necessity and a public purpose and use for the welfare and convenience of the citizens for the acquisition of the Easements; and

**WHEREAS**, the City is authorized to acquire real property and interests therein by consent or exercise of the power of eminent domain; and

**WHEREAS**, the City Council of the City of Seagoville finds it to be in the public interest and to the benefit of the health, safety, and welfare of its citizens to acquire the necessary Easements for the Project;

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

**SECTION 1.** The facts and recitations contained in the above preamble of this Resolution are found to be true and correct and are hereby incorporated herein for all purposes.

**SECTION 2.** The City Council finds and declares that a public necessity exists for the acquisition by the City of Seagoville of a 35 foot wide wastewater easement for the construction,

installation and maintenance of lines and related facilities for the City's Northern Basin Interceptor Wastewater Project (the "Wastewater Easement") and an overlapping 50 foot wide temporary construction easement for the duration of construction and until final acceptance of the Project by City and vacation of the construction site by the City's contractor (the "Temporary Construction Easement") (collectively, the Wastewater Easement and the Temporary Construction Easement are referred to herein as the "Easements") on, under, and over, respectively, an approximately 0.597 acre tract of land and an additional 0.249 acre tract of land, both out of the Harman Hider Survey, Abstract No. 541, City of Seagoville, Dallas County, Texas being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

**SECTION 3.** The City Council further finds and declares acquisition by the City of the Wastewater Easement and the Temporary Easement on, under, and over the real property described in Section 2 above and Exhibit A attached hereto is necessary for the public purpose of constructing, reconstructing, installing, repairing, and maintaining sanitary sewer lines and related appurtenances, along with a related temporary construction easement required during the construction thereof, and is for the benefit of the health, safety, and welfare of the citizens and residents of the City of Seagoville and the public generally.

**SECTION 4.** The City Manager or City Attorney is hereby authorized to make a last and final offer of just and adequate compensation to the owners of the Easements in the amount of \$\_\_\_\_\_, an amount which is not less than the fair market value of the interest in the Easements to be acquired, including damages to the remainder of the property, if any, said offer being an amount which is not less than the amount set forth in the independent appraisal of the interest in the Easements obtained by the City and provided to said owners. In the event such offer is accepted, the City Manager is hereby authorized to negotiate and sign such contracts and other documents the City Manager determines to be reasonable and necessary in order to close on the purchase of the Easements.

**SECTION 5.** In the event the offer made pursuant to Section 4, herein, is refused or not accepted by the owners of the property at issue including the Easements, the City Attorney is hereby authorized and directed on behalf of the City to file the necessary proceedings in eminent domain and to take whatever action may be necessary against the owner(s) and any other parties having an interest in the property described herein including the Easements, to acquire the interests in the Easements described herein with the purpose of such title vesting in the City.

**SECTION 6.** If it is later determined there are errors in the description of the property or the Easements as set forth herein, or if later surveys contain more accurate revised descriptions, the City Attorney or designee is authorized to have such errors corrected or revisions made without the necessity of obtaining City Council approval authorizing the condemnation of the corrected or revised property.

**SECTION 7.** This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Seagoville, Texas, this the 21<sup>ST</sup> day of June, 2021.

CITY OF SEAGOVILLE, TEXAS

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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  
(061321vwtTM123037)

## EXHIBIT "A"

### EXHIBIT "A" 35-FOOT WIDE WASTEWATER EASEMENT & 50-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT

Parcel No. 8  
Owner: Tina Stoker  
Harman Hider Survey, Abstract Number 541  
City of Seagoville, Dallas County, Texas

#### 35-FOOT WIDE WASTEWATER EASEMENT

##### PART 1

**BEING** a tract of land situated in the Harman Hider Survey, Abstract No. 541, Dallas County, Texas and being part of that tract of land described by Warranty Deed to Tina Stoker, recorded in Instrument Number 200600107349 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), being part of Lot 2, REPLAT OF NABORS SUBDIVISION, an addition to the City of Seagoville, recorded in Volume 93051, Page 1961 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

**COMMENCING** at a 1/2-inch found iron rod with cap stamped "PRECISE LAND SURV" for an interior ell corner of said Stoker tract, and being the southwest corner of a tract of land described in Deed to Manuel Salazar and Lorena Salazar, recorded in Volume 2005028, Page 5863, O.P.R.D.C.T., being Lot 1, of said REPLAT OF NABORS SUBDIVISION;

**THENCE** North 19 degrees 28 minutes 35 seconds West, 309.90 feet, with the common north line of said Stoker tract, being the west line of said Salazar tract, to the **POINT OF BEGINNING**, having grid coordinates of North=6,934,853.44, East=2,568,731.33;

**THENCE** South 62 degrees 22 minutes 46 seconds West, 141.20 feet, departing said common line and over and across said Stoker tract to a point for corner;

**THENCE** South 77 degrees 16 minutes 59 seconds West, 80.70 feet, continuing over and across said Stoker tract to a point for corner in the west line of said Stoker tract, being in the East right-of-way line of Simonds Road (40-foot right-of-way), and being the point of curvature of a non-tangent circular curve to the right;

**THENCE** Northwesterly, with the west line of said Stoker tract, and the East right-of-way line of Simonds Road, and with said non-tangent curve, having a radius of 1,326.30 feet and a chord that bears North 16 degrees 23 minutes 05 second West, 35.08 feet, through a central angle of 01 degree 30 minutes 55 seconds, an arc distance of 35.08 feet to a point for corner;

**THENCE** North 77 degrees 16 minutes 59 seconds East, 78.38 feet, departing the west line of said Stoker tract and the East right-of-way line of Simonds Road, over and across said Stoker tract to a point for corner;

**THENCE** North 62 degrees 22 minutes 46 seconds East, 141.61 feet, continuing over and across said Stoker tract, to the common line of said Stoker tract and said Salazar tract and a point for corner;

**THENCE** South 19 degrees 28 minutes 35 seconds East, 35.36 feet, with said common line of said Stoker tract and said Salazar tract, to the **POINT OF BEGINNING AND CONTAINING** 7,736 square feet or 0.178 acres of land, more or less.

## **PART 2**

**BEING** a tract of land situated in the Harman Hider Survey, Abstract No. 541, Dallas County, Texas and being part of that tract of land described by Warranty Deed to Tina Stoker, recorded in Instrument Number 200600107349 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), being part of Lot 2, REPLAT OF NABORS SUBDIVISION, an addition to the City of Seagoville recorded in Volume 93051, Page 1961 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

**COMMENCING** at the southeast corner of said Stoker tract, being the southwest corner of that 50.49086 acre tract of land described in Deed to David Jasso and Zoila Jasso, recorded in Volume 2003078, Page 10579, O.P.R.D.C.T., and being in the northerly right-of-way line of Simonds Road (40-foot right-of-way);

**THENCE** North 24 degrees 16 minutes 38 seconds East, with the common line of said Stoker tract and said Jasso tract, passing at a distance of 2.52 feet a 1/2-inch found iron rod, and continuing with said common line a total distance of 966.10 feet to the **POINT OF BEGINNING**, having grid coordinates of North=6,934,925.26, East=-2,569,426.34;

**THENCE** South 85 degrees 17 minutes 35 seconds West, 211.16 feet, departing said common line and over and across said Stoker tract to a point for corner;

**THENCE** North 78 degrees 14 minutes 01 second West, 278.00 feet, to a point for corner;

**THENCE** South 62 degrees 22 minutes 46 seconds West, 17.59 feet, to a point for corner in the common line of said Stoker tract and the east line of a tract of land described in Deed to Manuel Salazar and Lorena Salazar, recorded in Volume 2005028, Page 5863, O.P.R.D.C.T., being Lot 1, of said REPLAT OF NABORS SUBDIVISION;

**THENCE** North 19 degrees 28 minutes 35 seconds West, 35.36 feet, along said common line to a point for corner;

**THENCE** North 62 degrees 22 minutes 46 seconds East, 25.11 feet, departing said common line and over and across said Stoker tract to a point for corner;

**THENCE** South 78 degrees 14 minutes 01 second East, 285.46 feet, to a point for corner;

**THENCE** North 85 degrees 17 minutes 35 seconds East, 225.48 feet, to the common line of said Stoker tract and said Jasso tract and a point for corner,

**THENCE** South 24 degrees 16 minutes 38 seconds West, 40.01 feet, continuing with said common line, to the **POINT OF BEGINNING AND CONTAINING** 18,255 square feet or 0.419 acres of land, more or less.

## **50-FOOT TEMPORARY WORKSPACE EASEMENT**

### **PART 1**

**BEING** a tract of land situated in the Harman Hider Survey, Abstract No. 541, Dallas County, Texas and being part of that tract of land described by Warranty Deed to Tina Stoker, recorded in Instrument Number 200600107349 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), being part of Lot 2, REPLAT OF NABORS SUBDIVISION, an addition to the City of Seagoville, recorded in Volume 93051, Page 1961 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

**COMMENCING** at a 1/2-inch found iron rod with cap stamped "PRECISE LAND SURV" for an interior ell corner of said Stoker tract, and being the southwest corner of a tract of land described in Deed to Manuel Salazar and Lorena Salazar, recorded in Volume 2005028, Page 5863, O.P.R.D.C.T., being Lot 1, of said REPLAT OF NABORS SUBDIVISION;

**THENCE** North 19 degrees 28 minutes 35 seconds West, 294.75 feet, with the common north line of said Stoker tract, being the west line of said Salazar tract, to the **POINT OF BEGINNING**, having grid coordinates of North=6,934,839.18, East=2,568,736.38;

**THENCE** South 62 degrees 22 minutes 46 seconds West, 141.01 feet, departing said common line and over and across said Stoker tract to a point for corner;

**THENCE** South 77 degrees 16 minutes 59 seconds West, 81.41 feet, continuing over and across said Stoker tract to a point for corner in the west line of said Stoker tract, being in the East right-of-way line of Simonds Road (40-foot right-of-way), and being the point of curvature of a non-tangent circular curve to the right;

**THENCE** Northwesterly, with the west line of said Stoker tract, and the East right-of-way line of Simonds Road, and with said non-tangent curve, having a radius of 1,326.30 feet

and a chord that bears North 16 degrees 42 minutes 36 second West, 50.13 feet, through a central angle of 02 degree 09 minutes 56 seconds, an arc distance of 50.13 feet to a point for corner;

**THENCE** North 77 degrees 16 minutes 59 seconds East, 78.38 feet, departing the west line of said Stoker tract and the East right-of-way line of Simonds Road, over and across said Stoker tract to a point for corner;

**THENCE** North 62 degrees 22 minutes 46 seconds East, 141.61 feet, continuing over and across said Stoker tract, to the common line of said Stoker tract and said Salazar tract and a point for corner;

**THENCE** South 19 degrees 28 minutes 35 seconds East, 50.51 feet, with said common line of said Stoker tract and said Salazar tract, to the **POINT OF BEGINNING AND CONTAINING** 11,066 square feet or 0.254 acres of land, more or less.

## **PART 2**

**BEING** a tract of land situated in the Harman Hider Survey, Abstract No. 541, Dallas County, Texas and being part of that tract of land described by Warranty Deed to Tina Stoker, recorded in Instrument Number 200600107349 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), being part of Lot 2, REPLAT OF NABORS SUBDIVISION, an addition to the City of Seagoville recorded in Volume 93051, Page 1961 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

**COMMENCING** at the southeast corner of said Stoker tract, being the southwest corner of that 50.49086 acre tract of land described in Deed to David Jasso and Zolla Jasso, recorded in Volume 2003078, Page 10579, O.P.R.D.C.T., and being in the northerly right-of-way line of Simonds Road (40-foot right-of-way);

**THENCE** North 24 degrees 16 minutes 38 seconds East, with the common line of said Stoker tract and said Jasso tract, passing at a distance of 2.52 feet a 1/2-inch found iron rod, and continuing with said common line a total distance of 948.95 feet to the **POINT OF BEGINNING**, having grid coordinates of North=6,934,909.65, East=2,569,419.30;

**THENCE** South 85 degrees 17 minutes 35 seconds West, 205.03 feet, departing said common line and over and across said Stoker tract to a point for corner;

**THENCE** North 78 degrees 14 minutes 01 second West, 274.81 feet, to a point for corner;

**THENCE** South 62 degrees 22 minutes 46 seconds West, 14.37 feet, to a point for corner in the common line of said Stoker tract and the east line of a tract of land described in

Deed to Manuel Salazar and Lorena Salazar, recorded in Volume 2005028, Page 5863, O.P.R.D.C.T., being Lot 1, of said REPLAT OF NABORS SUBDIVISION;

**THENCE** North 19 degrees 28 minutes 35 seconds West, 50.51 feet, along said common line to a point for corner;

**THENCE** North 62 degrees 22 minutes 46 seconds East, 25.11 feet, departing said common line and over and across said Stoker tract to a point for corner;

**THENCE** South 78 degrees 14 minutes 01 second East, 285.46 feet, to a point for corner;

**THENCE** North 85 degrees 17 minutes 35 seconds East, 225.48 feet, to the common line of said Stoker tract and said Jasso tract and a point for corner,

**THENCE** South 24 degrees 16 minutes 38 seconds West, 57.16 feet, continuing with said common line, to the **POINT OF BEGINNING AND CONTAINING** 25,756 square feet or 0.591 acres of land, more or less.

Notes:

1. Basis of Bearing is the North American Datum of 1983, Texas State Plane Coordinate System, North Central Zone (4202). All distances are surface distances. Surface Adjustment Scale Factor: 1.000136506
2. This metes and bounds description was prepared with an exhibit of even date.
3. The survey shown hereon was prepared with the benefit of a title commitment issued by Chicago Title Insurance Company, with an effective date of June 18, 2020 under GF No. 20060409ROW and was relied upon for easements and other matters of record.

I, Adam T. Johnson, Registered Professional Land Surveyor of the State of Texas, do hereby certify that the map shown hereon represents the described property as determined by a survey made on the ground under my direction and supervision in June, 2020, and that all corners are as shown.



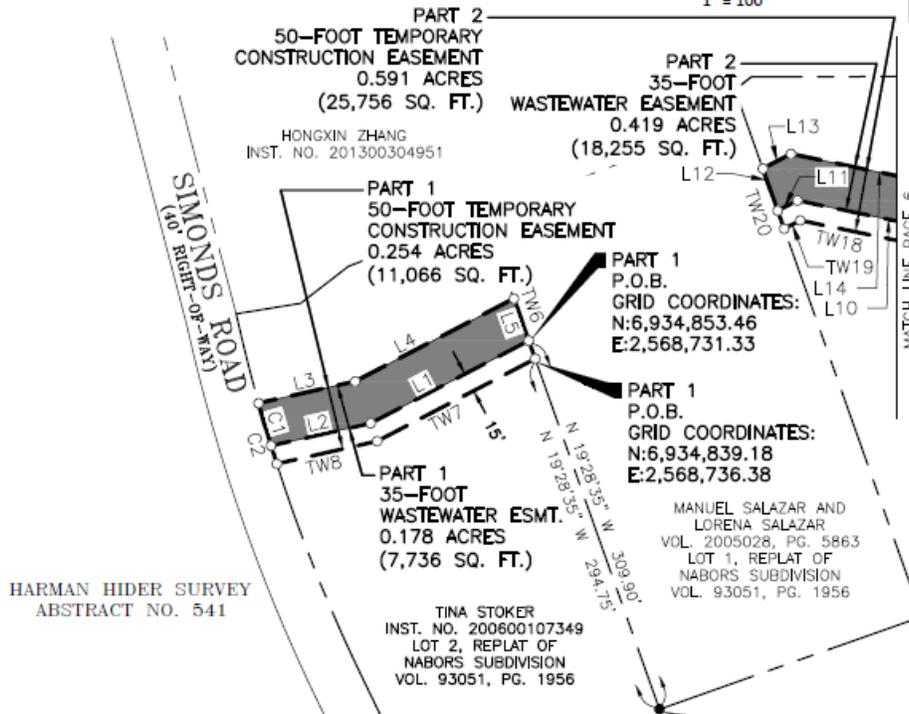
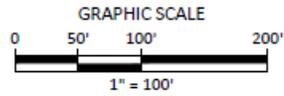
04/28/2021

Adam T. Johnson  
Registered Professional Land Surveyor  
Texas Registration Number 6664  
TBPELS SURVEYING FIRM NO. 10029600



Page 5 of 8  
4/28/2021

EXHIBIT "A"  
PARCEL NO. 8



HARMAN HIDER SURVEY  
ABSTRACT NO. 541

- LEGEND**
- P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCING
  - O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
  - D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
  - FIR FOUND IRON ROD
  - FIRC FOUND IRON ROD W/CAP-AS NOTED
  - VOL. VOLUME
  - PG. PAGE
  - INST. NO. INSTRUMENT NUMBER
  - C.M. CONTROLLING MONUMENT
  - FOUND MONUMENTS
  - CALCULATED POINT
  - PROPERTY LINE
  - EASEMENT DEDICATION

1201 NORTH BOWSER ROAD  
RICHARDSON, TX 75081-2275  
TEL (214) 346-6200  
TDEP'S SURVEYING FIRM #10029600

35' WASTEWATER EASEMENT &  
50' TEMPORARY CONSTRUCTION EASEMENT  
NORTHERN BASIN INTERCEPTOR SEWER  
SITUATED IN THE  
JOHN LANIER SURVEY, ABSTRACT NO. 805  
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS

PROJECT NO: 36662.001
DATE ISSUED: 4/28/2021
PAGE: 6 OF 8



EXHIBIT "A"

LINE DATA		
LINE #	BEARING	DISTANCE
L1	S 62°22'46" W	141.20'
L2	S 77°16'59" W	80.70'
L3	N 77°16'59" E	78.38'
L4	N 62°22'46" E	141.61'
L5	S 19°28'35" E	35.36'
TW6	N 19°28'35" W	50.51'
TW7	N 62°22'46" E	141.01'
TW8	N 77°16'59" E	81.41'
L9	S 85°17'35" W	211.16'
L10	N 78°14'01" W	278.00'
L11	S 62°22'46" W	17.59'

LINE DATA		
LINE #	BEARING	DISTANCE
L12	N 19°28'35" W	35.36'
L13	N 62°22'46" E	25.11'
L14	S 78°14'01" E	285.46'
L15	N 85°17'35" E	225.48'
L16	S 24°16'38" W	40.01'
TW17	S 85°17'35" W	205.03'
TW18	N 78°14'01" W	274.81'
TW19	S 62°22'46" W	14.37'
TW20	N 19°28'35" W	50.51'
TW21	S 24°16'38" W	57.16'

CURVE DATA					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	BEARING
C1	35.08'	1326.30'	1°30'55"	35.08'	N 16°23'05" W
C2	50.13'	1326.30'	2°09'56"	50.13'	S 16°42'36" E

I, Adam T. Johnson, Registered Professional Land Surveyor of the State of Texas, do hereby certify that the map shown hereon represents the described property as determined by a survey made on the ground under my direction and supervision in June, 2020, and that all corners are as shown.



4-28-21



General Notes:

- 1) Bearing basis for this drawing is the Texas Coordinate System of 1983, North Central Zone 4202, NAD83 (2011). Distances show are surface and can be converted to grid by dividing by a scale factor of 1.000136506.
- 2) A metes and bounds description of even date accompanies this exhibit.
- 3) The survey shown hereon was prepared with the benefit of a title commitment issued by Chicago Title Insurance Company, with an effective date of June 18, 2020 under GF No. 20060409ROW and was relied upon for easements and other matters of record.

APR 28, 2021, 11:07:49 AM, JAH/3855



**HALFF**<sup>®</sup>  
 1201 NORTH BOWSER ROAD  
 RICHARDSON, TX 75081-2275  
 TEL (214) 348-6200  
 TSP/LS SURVEYING FIRM #10029900

35' WASTEWATER EASEMENT &  
 50' TEMPORARY CONSTRUCTION EASEMENT  
 NORTHERN BASIN INTERCEPTOR SEWER  
 SITUATED IN THE  
 JOHN LANIER SURVEY, ABSTRACT NO. 805  
 CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS

PROJECT NO: 38662.001  
 DATE ISSUED: 4/28/2021

PAGE: 8 OF 8