



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA - **AMENDED**
MONDAY, JANUARY 24, 2022**

**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 an update concerning Public Works**

Adjourn

REGULAR SESSION - 7:00 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

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 December 20, 2021 (City Secretary)**

REGULAR AGENDA-

- 2. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving and authorizing the City Manager to execute a Mutual Termination of Municipal Judge Agreement with Janice McKee; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date (City Attorney)**
- 3. Discuss and consider approving an Ordinance of the City Council of the City of Seagoville, Texas, appointing Janice McKee to serve as an Alternate Municipal Court Judge of the Municipal Court of record of the City of Seagoville, Texas; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date (City Attorney)**
- 4. Discuss and consider approving an Ordinance of the City of Seagoville, Texas amending the Code of Ordinance by amending Chapter 19, "Utilities", Article 19.02, "Solid Waste", Division 1, "Generally", at Section 19.02.007(a) to provide requirements for storage of solid waste receptacles; providing a repealing clause; providing a savings clause, providing a severability clause; providing for a penalty of fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense; and providing for an effective date (Councilmember Howard)**
- 5. Discuss and consider approving a Resolution of the City of Seagoville, Dallas County, Texas, casting its vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District (City Secretary)**
- 6. Discuss and consider approving a Resolution of the City Council ratifying and approving the Seagoville Economic Development Corporations expenditure of \$22,687.50 to C&M Concrete for the construction of a basketball half court at Heard Park; providing for a severability clause; and providing an effective date (City Manager)**
- 7. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving Garver, LLC. Work Order No. 4 for roadway design and related services for Hall Road from Shady Lane to Catherine Lane for total compensation in an amount not to exceed Eighty-One Thousand Six Hundred Ten Dollars and Zero Cents (\$81,610.00); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Public Works Director)**

8. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to provide asphalt road work on Ballard Road for compensation in an amount not to exceed One Hundred Nineteen Thousand Two Hundred Twenty Eight Dollars and Zero cents (\$119,228.00) as set forth in Exhibit A, attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Public Works Director)

9. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Professional Services Contract with Pipeline Analysis, LLC, for the purpose of performing various field tests and inspections of the wastewater collection system within the Bowers Road Lift Station Service Area, preparing final reports containing recommended system repairs and the estimated costs associated with reducing wet weather inflow and infiltration in an amount not to exceed One Hundred-Nine Thousand Seven Hundred Eighty Six Dollars and Zero cents (\$109,786.00), which is attached hereto and incorporated herein as Attachment 1; authorizing the City Manager to execute said Agreement; providing for a repealing clause; providing for a severability clause; and providing an effective date (Public Works Director)

10. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Sales Agreement with Wetlands Management, L.P., a Texas Limited Partnership, for the purchase of 2.4 Wetland Mitigation Credits to satisfy the City's Mitigation obligation related to the Northern Basin Interceptor project for a total cost of Ninety Thousand and no/100 (\$90,000.00); authorizing the City manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Public Works Director)

11. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 11, "Health and Sanitation", by adding a new Article 11.05 "Multi-Family Licensing and Inspection"; providing a repealing clause; providing a savings clause; providing a severability clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing for an effective date (Mayor Pro Tem Fruin)

12. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas amending the master fee schedule to add applicable fees related to multi-family licensing and inspection; providing a savings clause, providing a severability clause; and providing an effective date (Mayor Pro Tem Fruin)

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

14. 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.

15. Recess into Executive Session

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

- A. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Presiding Judge**
- B. §551.071 Legal advice regarding the Contract Negotiations for the Police Department Design Build Project**

16. Reconvene Into Regular Session

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

- A. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Presiding Judge**
- B. §551.071 Legal advice regarding the Contract Negotiations for the Police Department Design Build Project**

- 17. Second Reading - Discuss and consider approving a Resolution of the City Council ratifying and approving the Seagoville Economic Development Corporations expenditure of \$22,687.50 to C&M Concrete for the construction of a basketball half court at Heard Park; providing for a severability clause; and providing an effective date (City Manager)**

Adjourn

Posted Friday, January 21, 2022 by 5:00 P.M.


Kandi Jackson, City Secretary

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

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

DATES TO REMEMBER

- **Monday, February 7, 2022 City Council Meeting**
- **Monday, February 28, 2022 City Council Meeting**
- **Monday, March 7, 2022 City Council Meeting**
- **Monday, March 21, 2022 City Council Meeting**

Consent Session Agenda Item: 1

Meeting Date: **January 24, 2022**

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes for December 20, 2021.

BACKGROUND OF ISSUE:

Approve City Council Meeting minutes for December 20, 2021.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

December 20, 2021 Work Session Meeting Minutes
December 20, 2021 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
DECEMBER 20, 2021**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, December 20, 2021, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Dennis Childress	Mayor
Mike Fruin	Mayor Pro Tem
Jose Hernandez	Councilmember
Rick Howard	Councilmember
Harold Magill	Councilmember
Jon Epps	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, Director of Health & Code Jimmy Stephens, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

B. Receive an update concerning building maintenance

Director of Health & Code Stephens provided an update concerning building maintenance.

A. Discuss regular session agenda items

1. Consider approving City Council Meeting minutes for December 6, 2021 (City Secretary)

No Questions.

City Manager Stallings stated items 2 through 8 would be discussed during Regular Session.

9. Direct Staff concerning both Council Meetings for January and the second Council Meeting for February, 2022 (City Secretary)

City Secretary Jackson explained both Council Meetings for January, 2022 fall on holidays and City Hall will be closed. She also explained the second Council Meeting for February, 2022 falls on a holiday and City Hall is closed that day as well. She stated Staff is seeking direction from Council concerning the rescheduling of the meetings.

10. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving Garver, LLC., Work Order No. 2 for On-Call Consultation Services related to Plan Review, issued under the City's Agreement with Garver, LLC for Professional Engineering Services on a Task Order Basis, for total compensation in an amount not to exceed Forty Five Thousand Dollars (\$45,000.00); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Community Development Director)

Community Development Director Barr explained this Resolution approves Garver, LLC., Work Order No. 2 for On-Call Consultation Services related to Plan Review, issued under the City's Agreement with Garver, LLC for Professional Engineering Services on a Task Order Basis, for total compensation in an amount not to exceed Forty Five Thousand Dollars (\$45,000.00). He also stated plan review fees are charged back to the developers.

11. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving Infinity Contractors to install Two (2) 5-ton HVAC units and One (1) 2.5-ton Split Unit System at City Hall in an amount not to exceed Twenty Nine Thousand Eight Hundred Seven Dollars and No Cents (\$29,807.00) as described herein and set forth in Exhibit "A"; authorizing the City Manager to execute any documents necessary; providing for a repealing clause; providing for a severability clause; and providing an effective date (Community Development Director)

Community Development Director Barr stated this Resolution approves Infinity Contractors to install Two (2) 5-ton HVAC units and One (1) 2.5-ton Split Unit System at City Hall in an amount not to exceed Twenty Nine Thousand Eight Hundred Seven Dollars and No Cents (\$29,807.00).

After some discussion, it was determined that the Library is priority at this time.

Adjourned at 6:55 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
DECEMBER 20, 2021**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:05 p.m. on Monday, December 20, 2021, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

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

Invocation – *Invocation was led by Councilmember Magill.*

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

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

None.

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

- 1. Consider approving City Council Meeting minutes for December 6, 2021 (City Secretary)**

Motion to approve City Council Meeting minutes for December 6, 2021 – Hernandez, seconded by Howard; motion passed with all ayes. 5/0

REGULAR AGENDA-

14. Recessed into Executive Session at 7:08 p.m.

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

- A. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Presiding Judge**
- B. § 551.071. Consultation with City Attorney: receive legal advice related to Multi-Family Licensing and Inspection**
- C. § 551.071. Consultation with City Attorney, to seek the advice of its attorney about pending litigation: Shayla Logan v. Chief of Police, Ray Calverley, Captain Steve Davis, and Officer Kevin Yoes ID 180, City of Seagoville, Civil Action No. 3:21-cv-3079 in the United States District Court for the Northern District of Texas**

15. Reconvened into Regular Session at 7:56 p.m.

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

- A. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Presiding Judge**
- B. § 551.071. Consultation with City Attorney: receive legal advice related to Multi-Family Licensing and Inspection**
- C. § 551.071. Consultation with City Attorney, to seek the advice of its attorney about pending litigation: Shayla Logan v. Chief of Police, Ray Calverley, Captain Steve Davis, and Officer Kevin Yoes ID 180, City of Seagoville, Civil Action No. 3:21-cv-3079 in the United States District Court for the Northern District of Texas**

No action taken.

2. Conduct a public hearing to amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from Agriculture (AG) and Single Family Residential (R-1) to Planned Development for Mixed Use including Single Family, Multi-Family and Commercial (PD-21-05) on the following tracts having a combined total area of approximately 591.788± acres: (1) Kaufman County Parcel Numbers 9462, 9465, 9466, 9467, 9470, 9471, 9472, 9477, 9483, 12570, 12604 and 12613 in the Peter Stockman Abstracts and (2) Dallas County Parcel Numbers 65085008510140900, 65085008010230000, and 65174264510010000 in the John D. Merchant Abstracts (Community Development Director)

Mayor Childress opened the public hearing at 7:58 p.m.

Community Development Director Barr explained the scope of the Planned Development.

Steve Maglisceau with Megatel Homes, LLC provided an overview of the Planned Development.

Mayor Childress closed the public hearing at 8:08 p.m.

3. Discuss and consider an Ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from Agriculture (AG) and Single Family Residential (R-1) to Planned Development for Mixed Use including Single Family, Multi-Family and Commercial (PD-21-05) on the following tracts having a combined total area of approximately 591.788± acres: (1) Kaufman County Parcel Numbers 9462, 9465, 9466, 9467, 9470, 9471, 9472, 9477, 9483, 12570, 12604 and 12613 in the Peter Stockman Abstracts and (2) Dallas County Parcel Numbers 65085008510140900, 65085008010230000, and 65174264510010000 in the John D. Merchant Abstracts, all being legally described herein; providing for development regulations; providing for the approval of a concept plan and elevations; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date (Legal Counsel)

Motion to approve Ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from Agriculture (AG) and Single Family Residential (R-1) to Planned Development for Mixed Use including Single Family, Multi-Family and Commercial (PD-21-05) on the following tracts having a combined total area of approximately 591.788± acres: (1) Kaufman County Parcel Numbers 9462, 9465, 9466, 9467, 9470, 9471, 9472, 9477, 9483, 12570, 12604 and 12613 in the Peter Stockman Abstracts and (2) Dallas County Parcel Numbers 65085008510140900, 65085008010230000, and 65174264510010000 in the John D. Merchant Abstracts, all being legally described herein; providing for development regulations; providing for the approval of a concept plan and elevations; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date – Fruin, seconded by Magill; motion passed with all ayes. 5/0

4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Santorini Development Agreement by and between Seagoville Laguna Azure, LLC and the City of Seagoville, which is attached hereto and incorporated herein as Exhibit 1, for the development of approximately 591.788± acres of land within the city; authorizing the Mayor to execute the same; and providing an effective date (Legal Counsel)

Motion to approve Resolution of the City Council of the City of Seagoville, Texas, approving the Santorini Development Agreement by and between Seagoville Laguna Azure, LLC and the City of Seagoville, which is attached hereto and incorporated herein as Exhibit 1, for the development of approximately 591.788± acres of land within the city; authorizing the Mayor to execute the same; and providing an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 5/0

5. Mayor's Report

Mayor Childress performed a ceremonial signing of the documents for Items 3 and 4.

Mayor Childress expressed his thanks to Seagoville Laguna Azure, LLC for choosing the City of Seagoville as the place to be.

Mayor Childress stated he was very proud and thankful to this sitting Council for this project.

6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Pre-Development and Professional Services Reimbursement Agreement by and between the City of Seagoville, Texas, and Taylor Farms Project, LLC, a Texas Limited Liability Company; and providing for an effective date (Legal Counsel)

City Attorney Thomas explained the Pre-Development and Professional Services Reimbursement Agreement by and between the City of Seagoville, Texas, and Taylor Farms Project, LLC, a Texas Limited Liability Company.

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving a Pre-Development and Professional Services Reimbursement Agreement by and between the City of Seagoville, Texas, and Taylor Farms Project, LLC, a Texas Limited Liability Company; and providing for an effective date – Hernandez, seconded by Epps; motion passed with all ayes. 5/0

7. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of the Public Improvement District Administration Services Agreement by and between the City of Seagoville and P3Works, LLC to provide consultant services for the Taylor Farms Project Public Improvement District in the City of Seagoville, Dallas County, Texas, described therein as provided in Exhibit '1' attached hereto and incorporated herein; authorizing the City Manager to

execute the agreement and any other necessary documents; and, providing for an effective date (Legal Counsel)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of the Public Improvement District Administration Services Agreement by and between the City of Seagoville and P3Works, LLC to provide consultant services for the Taylor Farms Project Public Improvement District in the City of Seagoville, Dallas County, Texas, described therein as provided in Exhibit '1' attached hereto and incorporated herein; authorizing the City Manager to execute the agreement and any other necessary documents; and, providing for an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 5/0

8. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of the Public Improvement District Administration Services Agreement by and between the City of Seagoville and P3Works, LLC to provide consultant services for the Lakes of Serenity Public Improvement District in the City of Seagoville, Dallas County, Texas, described therein as provided in Exhibit '1' attached hereto and incorporated herein; authorizing the City Manager to execute the agreement and any other necessary documents; and, providing for an effective date (Legal Counsel)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of the Public Improvement District Administration Services Agreement by and between the City of Seagoville and P3Works, LLC to provide consultant services for the Lakes of Serenity Public Improvement District in the City of Seagoville, Dallas County, Texas, described therein as provided in Exhibit '1' attached hereto and incorporated herein; authorizing the City Manager to execute the agreement and any other necessary documents; and, providing for an effective date – Hernandez, seconded by Magill; motion passed with ayes. 5/0

9. Direct Staff concerning both Council Meetings for January and the second Council Meeting for February, 2022 (City Secretary)

Council directed Staff to reschedule the Council Meetings for January 10, 2022, January 24, 2022, February 7, 2022, and February 28, 2022.

10. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving Garver, LLC., Work Order No. 2 for On-Call Consultation Services related to Plan Review, issued under the City's Agreement with Garver, LLC for Professional Engineering Services on a Task Order Basis, for total compensation in an amount not to exceed Forty Five Thousand Dollars (\$45,000.00); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Community Development Director)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving Garver, LLC., Work Order No. 2 for On-Call Consultation Services related to Plan Review, issued under the City's Agreement with Garver, LLC for Professional Engineering Services on a Task Order Basis, for total compensation in an amount not to exceed Forty Five Thousand Dollars (\$45,000.00); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date – Magill, seconded by Fruin; motion passed with all ayes. 5/0

11. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving Infinity Contractors to install Two (2) 5-ton HVAC units and One (1) 2.5-ton Split Unit System at City Hall in an amount not to exceed Twenty Nine Thousand Eight Hundred Seven Dollars and No Cents (\$29,807.00) as described herein and set forth in Exhibit "A"; authorizing the City Manager to execute any documents necessary; providing for a repealing clause; providing for a severability clause; and providing an effective date (Community Development Director)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas approving Infinity Contractors to install Two (2) 5-ton HVAC units and One (1) 2.5-ton Split Unit System at City Hall in an amount not to exceed Twenty Nine Thousand Eight Hundred Seven Dollars and No Cents (\$29,807.00) as described herein and set forth in Exhibit "A"; authorizing the City Manager to execute any documents necessary; providing for a repealing clause; providing for a severability clause; and providing an effective date – Magill, seconded by Epps; motion passed with all ayes. 5/0

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

Councilmember Magill stated the Senior Center is very appreciative for the access to the parking lot at Hall and Kaufman.

Councilmember Hernandez wished everyone a Merry Christmas.

Mayor Childress wished everyone a Merry Christmas.

13. 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.

None.

14. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 11, “Health and Sanitation”, by adding a new Article 11.05 “Multi-Family Licensing and Inspection”; providing a repealing clause; providing a savings clause; providing a severability clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date (Mayor Pro Tem Fruin)

Motion to table this item until the January 10, 2022 meeting – Magill, seconded by Epps.

Adjourned at 8:23 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Regular Session Agenda Item: 2

Meeting Date: **January 24, 2022**

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving and authorizing the City Manager to execute a Mutual Termination of Municipal Judge Agreement with Janice McKee; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville, Texas and Janice McKee entered into a Municipal Judge Agreement effective November 17, 2020 providing for Janice McKee to provide presiding municipal court judge services for the City. The City and Janice McKee mutually desire to terminate that agreement.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Resolution – Executing a Mutual Termination Agreement
Agreement – Mutual Termination of Municipal Judge

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MUTUAL TERMINATION OF MUNICIPAL JUDGE AGREEMENT WITH JANICE MCKEE; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville, Texas and Janice McKee entered into a Municipal Judge Agreement effective November 17, 2020 providing for Janice McKee to provide presiding municipal court judge services for the City; and

WHEREAS, the City and Janice McKee mutually desire to terminate that agreement; and

WHEREAS, the City Council for the City of Seagoville, Texas has determined it to be in the best interest of the City of Seagoville to enter into said mutual termination of the Municipal Judge Agreement.

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

SECTION 1. The City Council hereby approves and the City Manager is hereby authorized, on behalf of the City of Seagoville, Texas, to execute the Termination of Municipal Judge Agreement in substantially the form of that attached hereto as Exhibit "A" with Janice McKee.

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

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

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 24th day of January, 2022.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, CITY ATTORNEY
(011122vwtTM127031)

EXHIBIT A
[Mutual Termination of Municipal Judge Agreement]

MUTUAL TERMINATION OF MUNICIPAL JUDGE AGREEMENT

THE STATE OF TEXAS §
 §
COUNTIES OF DALLAS §
AND KAUFMAN §

KNOW ALL MEN BY THESE PRESENTS

This **MUTUAL TERMINATION OF MUNICIPAL JUDGE AGREEMENT** (“Termination Agreement”) is made and entered into as of the Effective Date by and between the **CITY OF SEAGOVILLE, TEXAS**, (“City”), a Texas home rule municipality and **JANICE MCKEE** (“Judge”). City and Judge are sometimes hereafter referred to collectively as “the Parties” or individually as “Party.”

RECITALS:

WHEREAS, effective November 17, 2020, the Parties entered into that certain *Municipal Judge Agreement* (“the Original Agreement”); and

WHEREAS, the Parties find it to be mutually beneficial to terminate the Agreement effective March 1, 2022;

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein contained, the Parties agree as follows:

1. **Termination of Agreement:** The Original Agreement shall terminate effective at 8:00 a.m. on March 1, 2022 (the “Termination Date”). The Parties acknowledge and agree that the termination of the Original Agreement pursuant to this Termination Agreement is made by mutual agreement of the Parties and not on account of default by either Party.
2. **Payment Through Termination Date:** Notwithstanding the termination of the Original Agreement as provided in Section 1, above, City’s obligation to pay Judge in accordance with the provisions of the Agreement for the Services performed prior to the Termination Date shall survive the termination of the Agreement.
4. **Effective Date.** This Termination Agreement shall be effective on the date it is signed by authorized representatives of both Parties (“the Effective Date”).

SIGNED AND AGREED this _____ day of January, 2022

CITY OF SEAGOVILLE, TEXAS

By: _____
Patrick Stallings, City Manager

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney

SIGNED AND AGREED this _____ day of January, 2022.

JUDGE:
Janice McKee

By: _____
Janice McKee

Regular Session Agenda Item: 3

Meeting Date: **January 24, 2022**

ITEM DESCRIPTION:

Discuss and consider approving an Ordinance of the City Council of the City of Seagoville, Texas, appointing Janice McKee to serve as an Alternate Municipal Court Judge of the Municipal Court of record of the City of Seagoville, Texas; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date.

BACKGROUND OF ISSUE:

The Home Rule Charter and the Code of Ordinance of the City of Seagoville authorize the City Council to appoint alternate judges of the municipal court. The City Council finds that Janice McKee should be appointed to serve as an Alternate Municipal Court Judge of the Municipal Court of Record of the City of Seagoville, Texas.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Ordinance – Appointing Janice McKee to serve as Alternate Municipal Court Judge
Agreement – Appointing Janice McKee Associate Municipal Court Judge

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPOINTING JANICE MCKEE TO SERVE AS AN ALTERNATE MUNICIPAL COURT JUDGE OF THE MUNICIPAL COURT OF RECORD OF THE CITY OF SEAGOVILLE, TEXAS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Home Rule Charter and the Code of Ordinance of the City of Seagoville authorize the City Council to appoint alternate judges of the municipal court; and

WHEREAS, the City Council finds that Janice McKee should be appointed to serve as an Alternate Municipal Court Judge of the Municipal Court of Record of the City of Seagoville, Texas;

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

SECTION 1. Janice McKee shall be and she is hereby appointed to serve as an Alternate Municipal Court Judge of the Municipal Court of Record of the City of Seagoville for a term commencing at 8:00 a.m. on March 1, 2022 and expiring at 7:59 a.m. on March 1, 2024, in accordance with the terms and conditions and for the compensation set forth in the Agreement for Alternate Municipal Court Judge Services, attached hereto as Exhibit “A”, which the City Manager is hereby authorized to sign on behalf of the City.

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

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be invalid, void, or unconstitutional, the same shall not

affect the validity of the remaining portions of said Ordinance which shall remain in full force and effect.

SECTION 4. This Ordinance shall take effect immediately upon its passage as the law and charter in such cases provide; however, the aforementioned term shall take effect at 8:00 a.m. on March 1, 2022.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 24th day of January, 2022.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

APPROVED AS TO FORM:

CORRECTLY ENROLLED:

VICTORIA W. THOMAS,
CITY ATTORNEY
(011122vwtTM127043)

KANDI JACKSON,
CITY SECRETARY

EXHIBIT A
**[Agreement with Janice McKee for Alternate
Municipal Judge Services]**

THE STATE OF TEXAS	§	AGREEMENT FOR
	§	ALTERNATE MUNICIPAL JUDGE
COUNTIES OF DALLAS/KAUFMAN	§	SERVICES

This agreement is made by and between the City of Seagoville (herein called "City"), a home rule municipal corporation located in Dallas and Kaufman Counties, Texas, and Janice McKee (herein called "Alternate Municipal Judge), whose office mailing address is _____.

WITNESSETH:

1. The City, acting by and through its City Council, exercising its discretion pursuant to the City Charter, Code of Ordinances, and the laws of State of Texas hereby appoints Janice McKee as an Alternate Municipal Judge of the Seagoville Municipal Court and agrees to compensate the Alternate Municipal Judge for her services as hereinafter set forth.

2. In the absence of the Presiding Municipal Judge or other assigned municipal judge, and as needed on an "on-call" basis, subject to her availability, the Alternate Municipal Judge agrees to perform the services of Presiding Judge of the Seagoville Municipal Court and to maintain eligibility and the appropriate licenses as may be required by law to serve in such capacity for a term of two (2) years commencing at 8:00 a.m. on the 1st day of March, 2022 and concluding on the 7:59 a.m. on the 1st day of March, 2024.

3. Compensation shall be at a rate of sixty (\$60.00) per hour, portal to portal, for services which would include presiding over municipal court proceedings for and on behalf of the Seagoville Municipal Court as its Presiding Judge, to conduct such services as may be required from time-to-time, including but not limited to, arraignments, issuance of search arrests and/or capias warrants, and such administrative duties and responsibilities as are necessary and incidental to the office of the Alternate Municipal Judge of the Municipal Court of the City of Seagoville.

4. The Alternate Municipal Judge shall provide time and billing records to the City to reflect the time dedicated to the service for and on behalf of the Municipal Court.

5. The Alternate Municipal Judge is not and shall not be deemed an employee of the City for any purpose and agrees that she serves solely as an independent contractor.

6. The Alternate Municipal Judge further acknowledges and shall not undertake to exercise her discretion as Judge from improper influences and shall act as she deems appropriate under her independent judgment as the Presiding Judge of the Municipal Court.

7. The Alternate Municipal Judge shall perform all services in accordance with the Code of Judicial Conduct applicable to judges of courts in the State of Texas and agrees to conduct herself in a judicial demeanor at all times in representing the City.

8. The Alternate Municipal Judge is a licensed attorney of the State of Texas. Notwithstanding, the Alternate Municipal Judge is not precluded from performing such legal services in maintaining her private practice of law and nothing construed herein shall preclude her from maintaining her private legal practice or preclude her from serving as a municipal judge for another municipality.

9. The Alternate Municipal Judge hereby agrees not to knowingly undertake or involve herself in any matter that would compromise or conflict with her duties and responsibilities as the Municipal Court Judge or, otherwise knowingly undertake to represent a client on a legal matter against the City.

10. The Parties to this agreement hereby acknowledge that the Alternate Judge can be removed for cause in accordance with State Law as provided for in such cases.

11. City agrees, with regard to the services provided herein, to indemnify and hold harmless the Alternate Municipal Judge for any act, claim or liability for negligence, gross negligence acting on behalf of the City and shall maintain adequate insurance or liability coverage to effectuate this provision.

12. This Agreement consists of this document, upon which the parties have affixed their signatures, and those documents specifically incorporated herein by reference, if any. This Agreement constitutes the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statement, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

13. The City or the Alternate Municipal Judge may terminate this Agreement in accordance with state law. If the Agreement is terminated as provided herein, the Alternate Municipal Judge's fee will be paid for hours worked performing the services covered by this Agreement up to the effective date of said termination.

14. Both the Alternate Municipal Judge and the City represent that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Agreement.

15. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties shall be governed by the law of the State of Texas and any venue for any action concerning this Agreement shall be in Dallas County, Texas.

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

EXECUTED this ____ day of _____, 2022

ALTERNATE MUNICIPAL JUDGE

Janice McKee

CITY OF SEAGOVILLE, TEXAS

By: _____
Patrick Stallings, City Manager

Attest: _____
Kandi Jackson, City Secretary

Regular Session Agenda Item: 4

Meeting Date: **January 24, 2022**

ITEM DESCRIPTION:

Discuss and consider approving an Ordinance of the City of Seagoville, Texas amending the Code of Ordinance by amending Chapter 19, “Utilities”, Article 19.02, “Solid Waste”, Division 1, “Generally”, at Section 19.02.007(a) to provide requirements for storage of solid waste receptacles; providing a repealing clause; providing a savings clause, providing a severability clause; providing for a penalty of fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense; and providing for an effective date.

BACKGROUND OF ISSUE:

Councilmember Howard requested this item to be placed on the Agenda.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Ordinance – Amending Chapter 19 “Utilities”

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 19, "UTILITIES", ARTICLE 19.02, "SOLID WASTE", DIVISION 1, "GENERALLY", AT SECTION 19.02.007(a) TO PROVIDE REQUIREMENTS FOR STORAGE OF SOLID WASTE RECEPTACLES; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to provide requirements for the storage of solid waste receptacles during non-collection times as in the best interest of the life, health, safety and general welfare of the citizens of the City;

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

SECTION 1. Chapter 19, "Utilities", Article `19.02, "Solid Waste", Division 1, "Generally" at Section 19.02.007(a) of the Code of Ordinances of the City of Seagoville, Texas is hereby amended to read as follows:

"CHAPTER 19. UTILITIES

...

ARTICLE 19.02 SOLID WASTE

Division 1. Generally

...

Sec. 19.02.007 Placement for collection and storage

- (a) Every owner, occupant, tenant or lessee of a dwelling or public building used for residential, business or commercial purposes shall be required to maintain or cause to be maintained constant supervision and surveillance over the garbage receptacles and small brush on his premises. In areas where garbage or small brush are collected from the street, the garbage receptacles shall be placed at the curbline no earlier than 6:00 p.m. of the date preceding that on which it is to be collected and no later than 7:00 a.m. on the day of collection, and shall be removed from the curbline no later than 8:00 p.m. on the day on which it is collected and immediately stored outside of public view, as viewed from the street during non-collection times.

...."

SECTION 2. All ordinances of the City in conflict with the provisions of this ordinance shall be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict herewith shall remain in full force and effect.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

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

SECTION 5. Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville, as previously amended, and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense.

SECTION 6. This ordinance shall take effect immediately from and after its passage and publication of the caption as the law and charter may require.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ON THIS THE 24TH DAY OF JANUARY, 2022.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

APPROVED AS TO FORM:

ATTEST:

Victoria W. Thomas, City Attorney
(122921VWTtm126704)

Kandi Jackson, City Secretary

Regular Session Agenda Item: 5

Meeting Date: January 24, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City of Seagoville, Dallas County, Texas, casting its vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District.

BACKGROUND OF ISSUE:

State law requires the Chief Appraiser to conduct an election of representatives to the Board of Directors in odd numbered years. The process outlined in the Texas Property Tax Code requires the election to be conducted and the individual entities notified of the results once the process is complete.

The election process requires a runoff. The current tally indicates Michael Hurtt of Desoto received 13, Brett Franks of Sachse received 4, Shante L. Allen of Glenn Heights received 3, Diane Cartwright of Irving received 1, and Steve Nichols of Hutchins received 1 of the 22 votes cast. Since there was no one candidate receiving 16 votes (majority of the 30 votes eligible), a runoff election is necessary between the top two finishers: Michael Hurtt of Desoto and Brett Franks of Sachse.

On or about December 6, 2021, Seagoville City Council cast a vote for Mr. Michael Hurtt of Desoto as the fourth member of the Board of Directors of the Dallas Central Appraisal District. Staff also received an endorsement letter from Mr. Brett Franks of Sachse.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Resolution – Ballot casting vote for the fourth member of the Board of Directors of the DCAD.
Runoff Election Notice
Letter of Endorsement – Mr. Brett Franks of Sachse

RUNOFF ELECTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, CASTING ITS VOTE FOR THE FOURTH MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT.

WHEREAS, Dallas County eligible taxing entities have expressed and approved an option which allows for representation to the Appraisal District Board of Directors (in accordance with Section 6.03 of the Texas Property Tax Code) as follows:

1. The City of Dallas shall appoint one (1) member to the Board.
2. The Dallas Independent School District shall appoint one (1) member to the Board.
3. The Dallas County Commissioners Court shall appoint one (1) member to the Board. The member appointed by the Dallas County Commissioners Court shall not be a resident of either the City of Dallas or the Dallas Independent School District.
4. Each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as the fourth member of the Board of Directors. The said cities and towns shall, from the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, the fourth member of the Board of Directors.
5. Each of the School Districts, and the Dallas County Community College District, except the Dallas Independent School District, shall have the right to nominate by an official resolution one (1) candidate as the fifth member of the Board of Directors. The said school districts shall, from the nominations received, elect by a majority vote, with each school district and the community college district being entitled to one (1) vote, the fifth member of the Board of Directors.

The votes required for election to the Board of Directors in 4 and 5 hereof shall be by a majority of those authorized to vote in 4 and 5 respectively and not by a majority of the quorum, and

WHEREAS, the City of Seagoville does hereby cast its vote by marking the ballot below:
(Check one only)

☐ **Michael Hurtt**

☐ **Brett Franks**

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Seagoville does hereby confirm its one (1) vote for the election of _____ as the suburban cities' representative to the Board of Directors of the Dallas Central Appraisal District.

PASSED AND APPROVED, this the 24th day of January, 2022

MAYOR

ATTEST: _____
CITY SECRETARY

SEAL:



Dallas Central Appraisal District

RUNOFF ELECTION NOTICE

DATE: December 22, 2021

TO: Mayors of Dallas County Suburban Cities

FROM: W. Kenneth Nolan, Executive Director/Chief Appraiser

RE: Results of 2021 Election of Suburban Cities Representative to DCAD Board of Directors

State law requires the Chief Appraiser to conduct an election of representatives to the Board of Directors in odd numbered years. The process outlined in the Texas Property Tax Code requires the election to be conducted and the individual entities notified of the results once the process is complete.

1. Suburban Cities Election

The election process requires a runoff. The following suburban cities participated in the election. Each of their selections is noted below. The current tally indicates Michael Hurtt of Desoto received 13, Brett Franks of Sachse received 4, Shante L. Allen of Glenn Heights received 3, Diane Cartwright of Irving received 1, and Steve Nichols of Hutchins received 1 of the 22 votes cast. Since there was no one candidate receiving 16 votes (majority of the 30 votes eligible), a runoff election is necessary between the top two finishers: Michael Hurtt of Desoto and Brett Franks of Sachse.

<u>City</u>	<u>Candidate Selected</u>
1. Addison	Michael Hurtt
2. Balch Springs	Michael Hurtt
3. Carrollton	Michael Hurtt
4. Cedar Hill	Michael Hurtt
5. Cockrell Hill	No Vote
6. Combine	No Vote
7. Coppell	No Vote
8. DeSoto	Shante L. Allen
9. Duncanville	Michael Hurtt
10. Farmers Branch	Michael Hurtt
11. Ferris	No Vote
12. Garland	No Vote
13. Glenn Heights	Shante L. Allen
14. Grand Prairie	No Vote

15. Grapevine	No Vote
16. Highland Park	Michael Hurtt
17. Hutchins	Steve Nichols
18. Irving	Diane Cartwright
19. Lancaster	Shante L. Allen
20. Lewisville	No Vote
21. Mesquite	Michael Hurtt
22. Ovilla	Michael Hurtt
23. Richardson	Michael Hurtt
24. Rowlett	Brett Franks
25. Sachse	Brett Franks
26. Seagoville	Michael Hurtt
27. Sunnyvale	Michael Hurtt
28. University Park	Michael Hurtt
29. Wilmer	Brett Franks
30. Wylie	Brett Franks

A runoff ballot and procedures are attached.

Please make plans on your council agenda during January to vote for a Suburban Cities Representative. One of the two candidates must receive 16 votes to be elected. We would appreciate your cooperation in this important process.

Attachment
Runoff Ballot

cc: DCAD Board of Directors

Mr. Michael Hurtt
217 South Hampton Rd
Desoto, TX 75115

Mr. Brett Franks
4811 West Creek Ln.
Sachse, TX 75048-4301

Ms. Shante L. Allen
1602 Wavecrest Dr.
Desoto, TX 75115

Ms. Diane Cartwright
7520 North MacArthur Blvd., Suite 100
Irving, TX 75063

Mr. Steve Nichols
321 N. Main Street
P.O. Box 500
Hutchins, TX 75141

City Manager- Suburban Cities
City Secretary - Suburban Cities
Suburban Cities Tax Assessor/Collectors



January 3, 2022

The Honorable Mayor and City Council
City of Seagoville
702 North Highway 175
Seagoville, TX 75159

Mayor and Council,

My name is Brett Franks and I am reaching out to seek your endorsement for the opportunity to serve the suburban cities on the Dallas Central Appraisal District's Board of Directors. As you know, I am currently in a run-off with Mr. Michael Hurtt, who has served on the Board since 2008. Given this unique opportunity, I would like to tell you more about myself and express my sincere interest in taking on the role with the District.

As fellow elected officials, I am confident that you all have heard concerns from residents about rising appraisals and tax bills across the board. As a homeowner myself, I am empathetic to their concerns. Throughout my conversations with residents, I have seen that there is quite a bit of confusion as to how the appraisal process works, how values are selected, and how those values ultimately impact a resident's final tax bill. I see this as a real opportunity to increase the level of transparency and education relative to the appraisal process. If elected to serve on the DCAD Board of Directors, I will work to help promote transparency and increase the amount of education and information that is available to residents throughout all of the DCAD communities.

If selected to serve as the representative for the suburban cities, I will also communicate regularly with the entities that I represent on the board. In my tenure on the Sachse City Council, I am not aware of any correspondence from current representation. I find it challenging to understand issues facing the District and find it difficult to develop a collaborative solution for our residents when we are not informed as to what is going on or consulted about concerns in our community. Communication is essential and I will make it a priority for the entities that I represent, if chosen to do so.

Mr. Hurtt has had ample time to serve the District and the suburban communities. I believe now is an excellent opportunity to change our representation, and I would be honored to receive your support. Please do not hesitate to reach out to me if you have any questions.

Sincerely,

Brett Franks
Sachse City Council, Place One



Regular Session Agenda Item: 6

Meeting Date: **January 24, 2022**

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council ratifying and approving the Seagoville Economic Development Corporations expenditure of \$22,687.50 to C&M Concrete for the construction of a basketball halfcourt at Heard Park; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

Heard Park (“Park”), located 801 Shady Lane contains a walking trail, playground, and covered picnic area for those utilizing the Park. Staff obtained an estimate from C&M Concrete Contracting, to install a basketball half-court to add to the park amenities. C&M Concrete Contracting submitted an estimate in the amount of \$22,687.50, which is attached hereto as Exhibit A, to perform the scope of services set forth therein. Seagoville Economic Development (SEDC) has approved the Heard Park Half Court Project.

FINANCIAL IMPACT:

\$22,687.50 (SEDC Budget)

RECOMMENDATION:

N/A

EXHIBITS:

Resolution – Ratifying and Approving a SEDC expenditure for a Basketball Half-Court

C&M Concrete Contracting Estimate

SEAGOVILLE CITY COUNCIL

RESOLUTION NO. __-R-2022

A RESOLUTION OF THE CITY COUNCIL RATIFYING AND APPROVING THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATIONS EXPENDITURE OF \$22,687.50 TO C&M CONCRETE FOR THE CONSTRUCTION OF A BASKETBALL HALFCOURT AT HEARD PARK; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Heard Park (“Park”), located 801 Shady Lane contains a walking trail, playground, and covered picnic area for those utilizing the Park; and

WHEREAS, City and SEDC staff obtained an estimate from C&M Concrete Contracting, to install a basketball half court to add to the park amenities; and

WHEREAS, C&M Concrete Contracting submitted an estimate in the amount of \$22,687.50, which is attached hereto as Exhibit A, to perform the scope of services set forth therein (the “Heard Park Half Court Project”); and

WHEREAS, the SEDC has approved the Heard Park Half Court Project; and

WHEREAS, section 505.158 mandates that the SEDC may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings; and

WHEREAS, the City Council has determined that the Hard Park Half Court Project contemplated by SEDC will enhance the quality of life in the community and thereby promote and retain new and expanded business enterprises within the City of Seagoville; and

WHEREAS, the City Council finds that the expenditure of funds by SEDC in undertaking the Project is authorized by the Act and that the Project should be approved and authorized; and

WHEREAS, the City Council has conducted two (2) readings of this resolution;

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

SECTION 1. The City Council hereby ratifies and approves the Seagoville Economic Development Corporation’s Heard Park Half Court Project, including the SEDC’s expenditure of Twenty-Two Thousand Six Hundred Eighty-Seven Dollars and Fifty Cents (\$22,687.50) to C&M

Concrete Contracting for the construction of a basketball half-court described and depicted in Exhibit “A” hereto; and

SECTION 2. If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgement or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 3. This resolution shall take effect immediately from and after its passage in accordance with State law and it is accordingly resolved.

DULY PASSED by the City Council of the City of Seagoville on the 24th day of January, 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(012022vwtTM127235)

Exhibit "A"
[C&M Concrete Quote for Heard Park Half Court Project]



C&M Concrete Contracting

362 Linkview Dr
Duncanville, TX 75137

Estimate

Date	Estimate #
12/8/2021	DE-4709

Name / Address
Patrick Stalling City Of Seagoville - Patrick Stalling 702 US-175 Frontage Road Seagoville, Texas 75159

Ship To
Basketball half court

P.O. No.	Project

Description	Qty	Rate	Total
dig out grass / 2" sand / 5" Concrete		0.00	0.00
50' x 45' x 5" concrete	2,250	7.95	17,887.50
5" goose neck pole with back board and rim with shipping	1	4,250.00	4,250.00
stripping to specs	1	550.00	550.00
Total			\$22,687.50

Phone #
9729654781

E-mail
chris@concretepaving.net

Regular Session Agenda Item: 7

Meeting Date: **January 24, 2022**

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving Garver, LLC. Work Order No. 4 for roadway design and related services for Hall Road from Shady Lane to Catherine Lane for total compensation in an amount not to exceed Eighty-One Thousand Six Hundred Ten Dollars and Zero Cents (\$81,610.00); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville has contracted with Garver LLC, for Professional Engineering Services for the 800 Block of Hall Road, the improvements for roadway design and related services for Hall Road from Shady Lane to Catherine Lane. City staff has deemed that the reconstruction of Hall Road is beyond staff's capability's and will need to be completely engineered before reconstruction can take place.

FINANCIAL IMPACT:

\$81,610.00

EXHIBITS

Resolution – Approving an agreement for Professional Services on a Task Order Basis

Agreement for Professional Services on a Task Order Basis Authorization #4

Garver Fee Spreadsheet- Attachment B

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ____ - R - 2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING GARVER, LLC. WORK ORDER NO. 4 FOR ROADWAY DESIGN AND RELATED SERVICES FOR HALL ROAD FROM SHADY LANE TO CATHERINE LANE FOR TOTAL COMPENSATION IN AN AMOUNT NOT TO EXCEED EIGHTY-ONE THOUSAND SIX HUNDRED TEN DOLLARS AND ZERO CENTS (\$81,610.00); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, under the City's master agreement with Garver, LLC, ("Engineer"), Engineer provides professional engineering services to the City of Seagoville ("City") on an "as needed" or "task order" basis as determined by the City; and

WHEREAS, the City has need for roadway design and related services for Hall Road from Shady Lane to Catherine Lane; and

WHEREAS, Engineer has agreed to provide said roadway design and related services on the terms set forth in Work Order No. 4, attached hereto as Exhibit "1"; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to approve Work Order No. 4, issued under the City's master agreement with Garver, LLC, for provision of roadway design and related services for Hall Road from Shady Lane to Catherine Lane as set forth in Exhibit "1".

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

SECTION 1. The City Council approves Work Order NO. 4, attached hereto and incorporated herein by this reference as Exhibit "A", with Garver, LLC for the provision of roadway design and related services for Hall Road from Shady Lane to Catherine Lane, for total compensation in an amount not to exceed Eighty One Thousand Six Hundred Ten Dollars And Zero Cents (\$81,610.00); and hereby authorizes the City Manager to execute said Work Order No. 4 and any related and necessary documents.

SECTION 2. That any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

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

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 24^h day of January, 2022.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, CITY ATTORNEY
(012022vwtTM127228)

EXHIBIT 1
[Garver LLC Work Order No. 4 – Roadway Design for Hall Road
from Shady Lane to Catherine Lane]



WORK ORDER NO. 4
City of Seagoville
Roadway Design for Hall Road- Shady Lane to Catherine Lane
Project No. 21T46013

This WORK ORDER ("Work Order") is made by and between the **City of Seagoville** (hereinafter referred to as "**Owner**") and **Garver, LLC**, (hereinafter referred to as "**Garver**") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on March 24, 2021 (the "Agreement").

Under this Work Order, the Owner intends to make the following improvements for **Hall Road from Shady Lane to Catherine Lane**:

The Owner intends to utilize Garver on an roadway design, lump sum basis for designing a new parabolic concrete or asphalt roadway with separate concrete curb/gutter.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

Task 1.0 Roadway Design and Construction Plan Development

Garver shall prepare construction plans, details, front end documents, and Opinion of Probable Cost (OPCC) for the following:

The design of Hall Road from Shady Lane to Catherine Lane (Approximately 900 linear feet; 31 feet back of curb to back of curb):

The scope of services will include street reconstruction. The existing drainage will NOT be analyzed or verified. No water or sewer line replacements nor sidewalk/sidewalk ADA ramps are included in Work Order #4. Garver will refer to the North Central Texas Council of Government (NCTCOG) specifications (latest editions) and the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges for this project.

Garver will perform the following tasks during these reviews:

BASIC SERVICES (Lump Sum)

1. PELIMINARY DESIGN PHASE (90%)
 - a. Plot existing topographic features including pavement & utilities on (11" x 17") plan and profile sheets (1"=40' horizontal and 1"=10' vertical).
 - b. Cover sheet
 - c. Provide horizontal and vertical control per the City's guidelines.
 - d. General note sheet
 - e. Provide typical roadway sections.
 - f. Removal sheet
 - g. Show approximate lot line information based on Dallas County Tax records. All of the exact lot corners will not be field verified or located by the surveyor.

Hall Road – Shady Lane to Catherine Lane

Version 1
Garver Project No. 21T46013



- h. Prepare plan and profile drawings for Hall Road showing existing ground at the ROW and proposed top of curbs.
 - i. Prepare Erosion Control Plan (The Stormwater Pollution Prevention Plan, NOI & NOT will be prepared by the City.)
 - j. Submit one sets of preliminary construction plans (11" x 17") at 90% for City staff review and comments.
 - k. Roadway cross sections on 50-foot intervals and center of all drives.
 - l. Provide City standard details.
 - m. Prepare opinion of probable cost based.
 - n. Prepare and submit invoices with reports indicating work progress and any design issues that may arise.
 - o. Maintain contact with the City personnel during the project design.
2. FINAL DESIGN PHASE
- a. Incorporate City's 90% review comments into Pre-final design
 - b. Develop final quantities and prepare summary sheets.
 - c. Prepare and provide OPCC per Pre-final design revisions.
 - d. Provide front end documents and review the description of each bid item, and prepare any new items, for inclusion into the Special Specifications.
 - e. Submit one set of Pre-final construction plans (11" x 17"), specifications, quantities and opinion of costs to City staff for final review.
 - f. Incorporate City review comments of Pre-final design into Final signed and sealed plans.
 - g. Prepare and provide final OPCC.
 - h. Submit final signed and sealed plans (11" x 17") and specifications to the City.
3. BIDDING PHASE
- a. Provide paper set of plans (11" x 17") and specifications to the City. Garver will be responsible for making and distributing all necessary PDF copies of bid documents for bidding purposes through www.civcastusa.com.
 - b. Attend pre-bid conference meeting.
 - c. Provide answers to questions that may arise in pre-bid meeting for City prepared Addendums, if needed.
4. CONSTRUCTION PHASE
- a. Attend the Pre-construction meeting at the City offices. City to provide the agenda outline and conduct the meeting.
 - b. Provide responses to requests for information (RFI) or clarification to the City or contractor. This is limited to up to eight (8) submittals (max of two reviews per submittal).
 - c. Provide As-Builts in the form of one (1) PDF file to the City from marked up plans provided by the City and Contractor.

SPECIAL SERVICES:

- 1. Survey for Design (Lump Sum): Garver proposes to provide survey services for the design of the project.
 - a. Hall Road – From Shady Lane to Catherine Lane (including the intersections).
 - b. Survey control shall be calibrated to City GPS monuments. Grid to Surface Adjustment Factor (SAF) to be provided.
 - c. Provide all City Benchmark information.



- d. Provide Texas811 coordination to obtain field markings of all franchise utilities. Once marked, utilities shall be digitized in topographic survey file on layers that can be easily identified.
 - e. Cross sections surveyed minimum every 50 LF with points defining back of curb, gutter, and crown at a minimum.
 - f. Driveways shall be surveyed 15 feet beyond the back of curb. Tie all transverse joints.
 - g. Street survey shall extend 15 feet beyond back of curb.
 - h. Horizontal and Vertical location at ground level shall be provided for all visible utilities, including but not limited to: fire hydrants, valves, meters, manholes, pedestals, vaults, power poles, and light poles.
 - i. Provide rim and flowline/invert elevation and size information of all wastewater. Provide direction of pipes in manholes.
 - j. Provide rim elevations and top nut measure downs for all valves.
2. **ADDITIONAL SERVICES:** If requested by the City, Garver will provide the following services on an hourly basis:
- a. Traffic control and construction phasing plans
 - b. Sidewalk design and ADA ramp design
 - c. TDLR review or submission
 - d. Signing and pavement markings
 - e. Geotechnical services
 - f. Subsurface Utility Engineering
 - g. Roadway pavement design or subgrade recommendations.
 - h. Right-of-way or easement parcel descriptions and exhibits.
 - i. Resetting disturbed control points for construction
 - j. Locating utilities not marked by TEXAS811
 - k. Opening City manholes or water vaults that are bolted shut
 - l. Providing survey control or ROW monuments other than iron rods
 - m. Detailed construction staking.
 - n. Storm sewer TV work
 - o. Signal design or pull box/ wiring relocation
 - p. Landscaping/Irrigation design.
 - q. Full time construction observation.
 - r. Drainage Area Map and or Calculations.
 - s. Storm sewer design and/or analysis.
 - t. Internal inspection of sanitary sewer lines.
 - u. Trench excavation safety plan.
 - v. Review of Contractor's monthly and final payment requests and preparation of monthly pay estimates.
 - w. Prepare Change Orders or Addendums (unless to correct error on plans)
 - x. Utility Locate Service
 - y. Structural design
 - z. HEC II & Hydraulic Studies
 - aa. Public Meetings
 - bb. Deed Research
 - cc. Environmental investigation
 - dd. Title searches, boundary surveys, or property surveys
 - ee. Services in connection with condemnation hearings
 - ff. On-Site safety
 - gg. SWP3 - Review fees, NOI, NOT, & BMP's inspection during construction



CITY'S RESPONSIBILITY:

The CITY will provide information regarding objectives and requirements for the project. CITY to furnish copies of existing plans, plats and property ownership information in concerned areas at no cost to the CONSULTANT.

The CITY will designate a single representative to act in its behalf, with respect to the Project, who shall examine documents submitted by the Garver and, to the extent allowed by law, shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the CONSULTANT'S services. The CITY shall be responsible for the construction administration, materials testing, inspection services required for the project.

- A. All of the City's plat, easement and construction plan files will be made available for use. City will provide copies at no cost. If easement information is not available within the City, the City will obtain that information from Dallas County.
- B. Access to all City manholes and clean-outs, access to all City right-of-way and easements. If manhole lids are bolted down the Garver's survey sub-consultant will contact the City's Utility Operation Department and schedule a time when they can meet with the Surveyor and remove the manhole lid.
- C. If public meetings are necessary the City will take the steps required to notify the residents.
- D. Design manuals.
- E. Current standard construction details.

SECTION 2 – PAYMENT

For the work described under SECTION 1 – SCOPE OF SERVICES, the Owner will pay GARVER on an Lump Sum basis. The Owner will pay GARVER during the performance of these services plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this agreement is not to exceed **\$80,343.00**.

The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the anticipated fee amounts and fee types per each Task for this Work Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Preliminary Design (90%)	\$29,559.00	Lump Sum
Pre-Final Design	\$14,160.00	Lump Sum
Final Design	\$8,447.00	Lump Sum

Hall Road – Shady Lane to Catherine Lane

Version 3
Garver Project No. 21T46013



Bidding Services	\$7,125.00	Lump Sum
Construction Phase Services	\$11,964.00	Lump Sum
Survey	\$9,088.00	Lump Sum
Reimbursables	\$1,267.00	NTE

The Owner will pay Garver for Service rendered for each Task listed above plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Work Order is not to exceed **\$81,610.00**.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.

The Owner will pay GARVER, for time spent on the project, at the Lump Sum cost listed above.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

Additional Services (Extra Work). For work not described or included in Section 1 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, based upon a written scope and fee for each new task as approved by the Owner, plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

SECTION 3 – SCHEDULE

Typical review schedule will be adhered as follows, unless otherwise agreed upon with the Notice to Proceed:

1. Topographic Survey – 30 working days.
 2. Preliminary Plans – 60 working days.
 3. Final Plans – 20 working days
- *City Review time with add additional time to the overall schedule and is not included in the working days listed above.

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



The effective date of this Work Order shall be the last date written below.

CITY OF SEAGOVILLE

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Scott Forbes, PE
Printed Name

Title: _____
Date: _____

Title: Business Development Leader
Date: _____

Attest: _____

Attest: _____

Hall Road – Shady Lane to Catherine Lane

Version 3
Garver Project No. 21T46013

ATTACHMENT "B"

12/10/2021

City of Seagoville

Hall Road- Shady Lane to Catherine Lane

FEE SUMMARY

Basic Service (Lump Sum)	Estimated Fees
90% Preliminary Plans & Spec	\$ 29,559.00
Pre-Final Design & Spec Check Set	\$ 14,160.00
Final Plans & Spec (Signed/Sealed)	\$ 8,447.00
Bidding Services	\$ 7,125.00
Construction Phase Services	\$ 11,964.00
Surveys - Pjb Surveying (Lump Sum)	\$ 9,088.00
Subtotal for Basic Service (Lump Sum)	\$ 80,343.00
Special Service	Estimated Fees
Direct Non-Labor Expenses	\$ 1,267.00
Subtotal for Special Service	\$ 1,267.00
Total All Services (Lump Sum excluding ODC)	\$ 81,610.00

\\garverinc.local\gdata\Projects\2021\21T46013 - Seagoville - Hall Rd\Contracts\Client\Draft\Exhibit B - Garver Fee Spreadsheet - Lump Sum_2021-12-10

Regular Session Agenda Item: 8

Meeting Date: **January 24, 2022**

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to provide asphalt road work on Ballard Road for compensation in an amount not to exceed One Hundred Nineteen Thousand Two Hundred Twenty Eight Dollars and Zero cents (\$119,228.00) as set forth in Exhibit A, attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

BACKGROUND OF ISSUE:

On or about November 18, 2019 the City of Seagoville awarded a Unit Price Contract for Asphalt Repair ("Contract") to Anderson Asphalt & Concrete Paving. Pursuant to said Contract, Anderson Asphalt & Concrete Paving submitted an estimate for Ballard Road, including the provision of all necessary labor, equipment, and materials, a copy of which is attached as Exhibit A.

FINANCIAL IMPACT:

\$119,228.00

RECOMMENDATION:

City Staff recommends approval.

EXHIBITS

Resolution
Estimate from Anderson Asphalt
Attached Photos - 3

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO.**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING ANDERSON ASPHALT & CONCRETE PAVING TO PROVIDE ASPHALT ROAD WORK ON BALLARD ROAD FOR COMPENSATION IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED TWENTY-EIGHT DOLLARS AND ZERO CENTS (\$119,228.00) AS SET FORTH IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about November 18, 2019 the City of Seagoville awarded a Unit Price Contract for Asphalt Repair ("Contract") to Anderson Asphalt & Concrete Paving; and

WHEREAS, pursuant to said Contract, Anderson Asphalt & Concrete Paving submitted an estimate in the amount of \$119,228.00 for provision of asphalt road work on Ballard Road, including the provision of all necessary labor, equipment, and materials, a copy of which is attached as Exhibit A; and

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the estimate and has determined it to be in the best interest of the City to authorize the City Manager to execute any documents necessary to authorize Anderson Asphalt & Concrete Paving to provide asphalt road work on Ballard Road as set forth in Exhibit A;

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

SECTION 1. The City Council hereby authorizes Anderson Asphalt & Concrete Paving to provide asphalt road work on Ballard Road, to include provision of all necessary labor, equipment, and materials, for compensation in an amount not to exceed One Hundred Nineteen Thousand Two Hundred Twenty-Eight Dollars and Zero cents (\$119,228.00), as set forth in Exhibit A, attached hereto and incorporated herein; and, the City Manager is authorized to execute any documents necessary for the work to be performed.

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 24th day of January, 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

City of Seagoville Work Order

Anderson Asphalt & Concrete Paving			City of Seagoville Maintenance Contract		
January 14, 2022			BALLARD ROAD		
	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL
1	Mobilization	1	LS	5,000.00	5,000.00
2	Cement treated base (12" Thick) using 40LB/SY	26,040	SF	1.30	33,852.00
3	Prime Coat	26,040	SF	0.10	2,604.00
4	Hot Mix Asphalt Pavement (2.5" Thick), Type B	24,800	SF	1.65	40,920.00
5	Hot Mix Asphalt Pavement (1.5" Thick), Type D	24,800	SF	1.25	31,000.00
6	Backfill Pavement Edges	2,480	LF	1.15	2,852.00
7	Traffic Control (BASED ON ROAD CLOSURE TO THRU TRAFFIC)	10	DAYS	300.00	3,000.00
			TOTAL		119,228.00

Signature of Approval

Chris Ryan

Date







SPEED
LIMIT
30

SLOW
VEHICLE
AHEAD

Regular Session Agenda Item: 9

Meeting Date: January 24, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Professional Services Contract with Pipeline Analysis, LLC, for the purpose of performing various field tests and inspections of the wastewater collection system within the Bowers Road Lift Station Service Area, preparing final reports containing recommended system repairs and the estimated costs associated with reducing wet weather inflow and infiltration in an amount not to exceed One Hundred-Nine Thousand Seven Hundred Eighty Six Dollars and Zero cents (\$109,786.00), which is attached hereto and incorporated herein as Attachment 1; authorizing the City Manager to execute said Agreement; providing for a repealing clause; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

This proposed Professional Services Contract is intended to ensure the City's commitment and adherence to the EPA's Capacity Management and Overflow Maintenance (CMOM) guidelines which requires the inspection of ten percent (10%) of the City's sanitary sewer lines per year.

It will address an area of our sanitary sewer system that is served in the Bowers Road Lift Station Service Area and will assist in reducing inflow and infiltration (I & I) issues. If approved, the contractor will perform tasks that will assist the City in developing a long-term plan to reduce and hopefully eliminate sanitary sewer overflows (SSO's) in the area identified in this contract.

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

FINANCIAL IMPACT:

Funding for this Professional Services Agreement in the amount of \$109,786.00 will be made from the FY2022 Water and Sewer Fund. The City has sufficient funding available in this account to fund this project.

EXHIBITS:

Resolution	Approving Professional Services Contract with Pipeline Analysis LLC.
Attachment 1.	Professional Services Contract with Pipeline Analysis LLC.
Exhibit A.	Compensation Sewer System Evaluation Survey
Exhibit B.	Detailed scope of services

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH PIPELINE ANALYSIS, LLC, FOR THE PURPOSE OF PERFORMING VARIOUS FIELD TESTS AND INSPECTIONS OF THE WASTEWATER COLLECTION SYSTEM WITHIN THE BOWERS ROAD LIFT STATION SERVICE AREA, PREPARING FINAL REPORTS CONTAINING RECOMMENDED SYSTEM REPAIRS AND THE ESTIMATED COSTS ASSOCIATED WITH REDUCING WET WEATHER INFLOW AND INFILTRATION IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINE THOUSAND SEVEN HUNDRED EIGHTY-SIX DOLLARS AND ZERO CENTS (\$109,786.00), WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS ATTACHMENT 1; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pipeline Analysis, LLC (hereinafter “Company”) is an engineering firm performing specialized sewer collection system testing and analysis with 100% of their business being associated with wastewater collection system inspection, testing and analysis; and

WHEREAS, the City of Seagoville (“City”) desires to enter into a Professional Services Contract (“Contract”) with Company to perform the services as set forth in Attachment 1 hereto and the Exhibit(s) attached thereto; and

WHEREAS, the Contract is intended to ensure the City’s commitment and adherence to the EPA’s Capacity Management and Overflow Maintenance (CMOM) guidelines, which requires the inspection of ten percent (10%) of the City’s sanitary sewer lines per year; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to approve the Contract with the Company in an amount not to exceed one hundred-nine thousand seven hundred eighty-six dollars and zero cents (\$109,786.00), and authorizes the City Manager to execute the same;

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

SECTION 1. The City Council approves the Contract, with the Exhibit(s) thereto, by and between the City and Company in an amount not to exceed one hundred-nine thousand seven hundred

eighty six dollars and zero cents (\$109,786.00), which is attached hereto and incorporated herein as Attachment 1, and hereby authorizes the City Manager to execute said Agreement.

SECTION 2. That any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

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

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 24th day of January, 2022.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, CITY ATTORNEY

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



May 24, 2021



1115 Main Street
Garland, Texas 75040
800-637-0164
TBPE Firm F-6538

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

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

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

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

THE CITY AND ENGINEER AGREE AS FOLLOWS:

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

1. SCOPE OF SERVICES

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

1.1 Approach to Project

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

1.2 Detailed Scope of Services

See Exhibit B attached.

2. CITY'S RESPONSIBILITIES

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

2.1 Provide Existing Data

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

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

2.2 Provide Access

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

2.3 CITY Representative

CITY designates Chris Ryan as representative to act as the contact person on behalf of the CITY.

Chris Ryan
Public Works Director
101 N. Watson
Seagoville, TX 75159
972-287-6823
cryan@seagoville.us

3. SCHEDULE

3.1 Schedule

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

Task	Description	Month					
		1	2	3	4	5	6
100	Mobilization						
200	Manhole/Pipe Inspection -(100%)						
300	Smoke Testing, Public Awareness, Data Entry & Analysis (100%)						
400	Dye Flooding						
500	Preparatory Cleaning						
600	CCTV Inspection						
700	Admin.,Project Mgt.						
800	Defect Analysis/Rehab.						
900	Database, Cost Estimates, Mapping, Final Reports						

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

The ENGINEER shall begin work immediately upon receipt of the executed CONTRACT and/or written Notice to Proceed. The work tasks included in this scope of services requires dry weather to maximize testing results. Projects extensions may be necessary should extended wet weather prevent inspection and testing.

3.2 Completion of Services

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

3.3 Changes

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

3.4 Written Authorization for Additional Work

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

4. PAYMENT FOR SERVICES

4.1 Terms

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

Basic Engineering Fee:

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

Reimbursable Expenses

Not applicable

Additional Services

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

4.2 Basis and Amount of Compensation for Basic Services

Compensation for basic services will be as shown in Exhibit A. The total amount of compensation to be paid under this contract will not exceed \$109,786.00. These services will be billed monthly based on a percentage completed and will not exceed the total presented.

4.3 Basis and Amount of Compensation for Additional Services

Not applicable. No additional services are anticipated.

4.4 Partial Payments for Services

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

4.5 Delay

If ENGINEER'S design services or service during construction of the PROJECT are delayed or suspended in whole or in part by the CITY for more than one year for reasons beyond ENGINEER'S control the various rates of compensation, including Additional

Services, provided for elsewhere in this CONTRACT shall be subject to equitable adjustment.

5. TERMINATION, SUSPENSIONS OR ABANDONMENT

5.1 Termination

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

5.2 Suspension

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

5.3 Abandonment

Express abandonment may be by CITY upon seven (7) days written notice to the ENGINEER. If the Project is left idle by CITY or ENGINEER for more than ninety (90) consecutive days, then abandonment will be implied and the ENGINEER or CITY may terminate this CONTRACT by giving written notice.

5.4 Failure to Pay

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

If CITY fails to make payment to ENGINEER within thirty (30) days of a statement for services properly performed, the ENGINEER may, upon fourteen (14) days written notice to CITY, suspend performance of services under this CONTRACT. Unless ENGINEER receives payment in full within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services under this

section, the ENGINEER shall have no liability to CITY for delay or damage caused CITY because of such suspension of services.

6. GENERAL CONSIDERATIONS

6.1 Professional Standards

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

6.2 Progress and Performance

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

6.3 CITY Control

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

6.4 Independent Agent

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

6.5 Compliance with Laws

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

6.6 No Additional Work Without Authorization

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

6.7 Indemnification

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

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

6.8 Insurance

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

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

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

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

inception date of the CONTRACT or earlier, maintained during the full term of the CONTRACT.

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

6.9 Property

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

6.10 Governing Law

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

6.11 Assignment

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

6.12 Business Prohibitions

By executing this contract, the Engineer verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. The Engineer further verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

7. DOCUMENT EXECUTION

IN WITNESS WHEREOF, the parties have executed this CONTRACT the _____ day of _____, 2021.

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

By: _____
Pat Stallings (City Manager)

Date: _____

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

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

Proposal Date: May 24, 2021

Exhibit A
Compensation
Sewer System Evaluation Survey
Bowers Road Service Area

**Sanitary Sewer Evaluation Survey
Bowers Road Lift Station Service Area**

Task	Description	Estimated Quantity	Unit Price	Total
100	Mobilization	L.S.	L.S.	\$ 1,600.00
200	Manhole/Pipe Inspection -(100%)	188	\$115.00	\$ 21,620.00
300	Smoke Testing, Public Awareness, Data Entry & Analysis (100%)	70,760	\$ 0.60	\$ 42,456.00
400	Dye Flooding	2	\$285.00	\$ 570.00
500	Preparatory Cleaning	7000	\$ 2.75	\$ 19,250.00
600	CCTV Inspection	7000	\$ 1.50	\$ 10,500.00
700	Admin.,Project Mgt.	L.S.	L.S.	\$ 1,880.00
800	Defect Analysis/Rehab.	L.S.	L.S.	\$ 2,250.00
900	Database, Cost Estimates, Mapping, Final Reports	L.S.	L.S.	\$ 9,660.00
Total Not To Exceed				\$109,786.00

Exhibit B

Detailed Scope of Services

The following represents the project approach. Tasks include:

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

TASK 100 MOBILIZATION

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

1. Previous studies for the service areas to be investigated

Deliverable:

1. Delivery of equipment and personnel
2. Work maps of the designated project service area and delineated boundaries

To Be Provided by City:

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

Deliverables:

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

TASK 200 MANHOLE/PIPE INSPECTION

Manholes can be a significant source of extraneous infiltration/inflow and thereby reduce system wet weather capacity. For this reason, each manhole within the study area is inspected. For the study area designated, field inspection crews will perform an inspection of manholes. The data gathered during this phase of the project will be used to prioritize manholes for rehabilitation and establish the base data necessary to

accurately determine mainline sewer rehabilitation alternatives and costs. Other important deliverables resulting from this work task are the updating of the collection system map, determination of debris levels in pipes and verification of pipe sizes. This information is critical in preparing subsequent rehabilitation plans, cleaning requirements to restore capacity and updating of the system maps.

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

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

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

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

To Be Provided by City:

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

Measurement of Payment:

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

TASK 300 SMOKE TESTING OF STUDY AREA

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

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

To Be Provided by City:

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

Deliverables:

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



SMOKE TESTING NOTICE TO RESIDENT

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

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

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

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

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

972-479-0655



Task 400 Dye Flooding (If required)

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

To Be Provided by City:

- Water for dye flooding at no cost to Engineer

TASK 500 & 600 CLEANING AND CCTV

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

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

To Be Provided by City:

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

Measurement of Payment:

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

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

TASK 700 ADMINISTRATION AND PROJECT MANAGEMENT

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

Management work items include:

1. Field crew supervision and project planning
2. Prepare monthly billings

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

Deliverables:

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

To Be Provided by City:

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

TASK 800 DEFECT ANALYSIS/ REHABILITATION

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

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

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

To Be Provided by City:

- None

TASK 900 FINAL REPORT

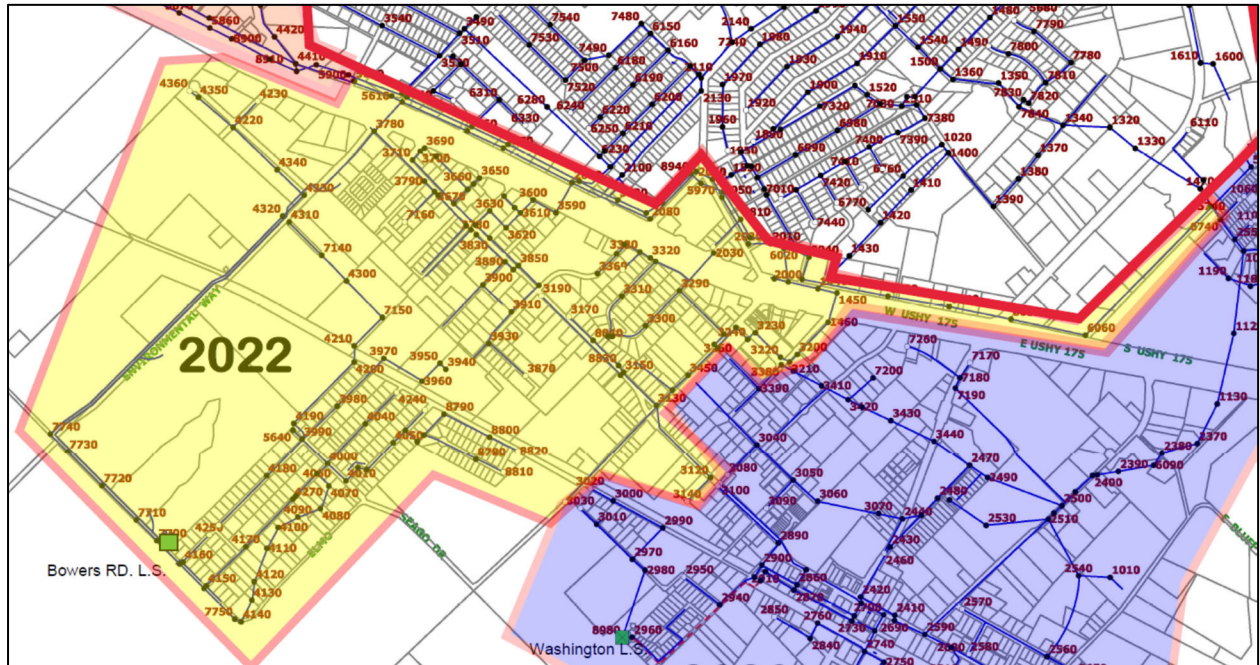
Prepare and submit a Final Report that includes the following:

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

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

Study Area Map

Bowers Road Service Area



Regular Session Agenda Item: 10

Meeting Date: January 24, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Sales Agreement with Wetlands Management, L.P., a Texas Limited Partnership, for the purchase of 2.4 Wetland Mitigation Credits to satisfy the City's Mitigation obligation related to the Northern Basin Interceptor project for a total cost of Ninety Thousand and no/100 (\$90,000.00); authorizing the City manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City's Northern Basin Interceptor Pipeline Project (the "Project") has been reviewed by the United States Corps of Engineers (USACE) which determined that the discharge of dredged or fill materials into the waters of the United States associated with the proposed construction of the Project is authorized under Nationwide Permit 58 – Utility Line Activities for Water and Other Substances ("NWP 58"). Due to the loss of waters of the United States resulting from the construction of the Project being greater than 0.10 acre, compensatory mitigation is required under NWP 58. USACE has required that prior to any ground-disturbing activity within waters of the United States, the City must purchase a required 2.4 compensatory mitigation credits from the Bunker Sands Mitigation Bank, Kaufman County, Texas, to compensate off-site for unavoidable adverse Project impacts that would not be compensated for by on-site mitigation. The total cost for purchase of the required 2.4 compensatory mitigation credits, from Wetlands Management, L.P., as set forth in the attached Mitigation Credit Sales Agreement, Exhibit "A", is \$90,000.00.

FINANCIAL IMPACT:

\$90,000.00

RECOMMENDATION:

N/A

EXHIBITS:

Resolution – Approving a Sales Agreement w/Wetlands Management, L.P.

Wetland Mitigation Credit Purchase Agreement

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING A SALES AGREEMENT WITH WETLANDS MANAGEMENT, L.P., A TEXAS LIMITED PARTNERSHIP, FOR THE PURCHASE OF 2.4 WETLAND MITIGATION CREDITS TO SATISFY THE CITY'S MITIGATION OBLIGATION RELATED TO THE NORTHERN BASIN INTERCEPTOR PROJECT FOR A TOTAL COST OF NINETY THOUSAND AND NO/100 (\$90,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's Northern Basin Interceptor Pipeline Project (the "Project") has been reviewed by the United States Corps of Engineers (USACE) which determined that the discharge of dredged or fill materials into the waters of the United States associated with the proposed construction of the Project is authorized under Nationwide Permit 58 – Utility Line Activities for Water and Other Substances ("NWP 58"); and

WHEREAS, due to the loss of waters of the United States resulting from the construction of the Project being greater than 0.10 acre, compensatory mitigation is required under NWP 58; and

WHEREAS, USACE has required that prior to any ground-disturbing activity within waters of the United States, the City must purchase a required 2.4 compensatory mitigation credits from the Bunker Sands Mitigation Bank, Kaufman County, Texas, to compensate off-site for unavoidable adverse Project impacts that would not be compensated for by on-site mitigation; and

WHEREAS, the total cost for purchase of the required 2.4 compensatory mitigation credits, from Wetlands Management, L.P., as set forth in the attached Mitigation Credit Sales Agreement, Exhibit "A", is \$90,000.00; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve the purchase of the 2.4 compensatory mitigation credits from Wetlands Management, L.P. as set forth in the attached Agreement, Exhibit "A" hereto.

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

SECTION 1. The City Council hereby approves the Mitigation Credit Sales Agreement, attached hereto and incorporated herein by this reference as Exhibit "A", for the purchase of 2.4 compensatory mitigation credits out of the Bunker Sands Mitigation Bank, said purchase to be

made from Wetlands Management, L.P., a Texas limited partnership, at a cost of \$90,000.00, and hereby authorizes the City Manager to execute said Agreement and any related necessary documents and to disburse payment in accordance therewith.

SECTION 2. Any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

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

SECTION 4. This resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 24th day of January, 2022.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, CITY ATTORNEY
(011922vwtTM127203)

Exhibit A
[Mitigation Credit Sales Agreement]

MITIGATION CREDIT SALES AGREEMENT

This Mitigation Credit Sales Agreement (the "Agreement") is entered into by and between Wetlands Management, L.P., a Texas limited partnership ("Wetlands"), and City of Seagoville, Texas, a Texas home rule municipality (the "Purchaser").

RECITALS:

- A. This Agreement is entered into pursuant to that certain Mitigation Banking Instrument Agreement dated April 30, 2008, (the "MBI") between, among others, Wetlands Management, L.P., a Texas limited partnership ("Wetlands"), as the sponsor, and the U.S. Army Corp of Engineers ("USACE") which established the Bunker Sands Mitigation Bank (BSMB) under Permit Number SWF-2004-00420 (the "Bank").
- B. Pursuant to the terms of the MBI, Wetlands intends to develop, restore, enhance, create and preserve wetlands, and open water habitat on certain real property described in the MBI in exchange for mitigation bank credits authorized by USACE (the "Credits").
- C. The Purchaser is developing certain real property, and in conjunction with such development, USACE has required that the Purchaser provide off-site wetland mitigation to compensate for impacts to USACE jurisdictional wetlands.
- D. The Purchaser desires to purchase 2.4 credits (the "Credits") to satisfy the Purchaser's mitigation obligation for 1.06 acres of medium quality wetland habitat. The Purchaser's Permit Number is SWF _2004.00420

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration described in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Purchaser and Wetlands agree as follows:

- 1. Sale of the Credits. Wetlands hereby agrees to sell and assign, and does hereby sell, assign, transfer and convey to the Purchaser, and the Purchaser hereby agrees to purchase and accept, and does hereby purchase, accept, acquire and receive from Wetlands, 2.4 credits (the "Credits").
- 2. Payment for Credits. In consideration of the delivery of the Credits, the Purchaser agrees to pay to Wetlands the sum of Ninety Thousand and No/100 Dollars (\$90,000.00) for all of the Credits purchased pursuant to this Agreement.

3. Representations.

- (a) Representations of Wetlands. Wetlands represents to the Purchaser the following:
- (i.) The Credits are free and clear of all liens, pledges, security interests or other encumbrances other than those imposed by the MBI;
 - (ii.) Wetlands has duly taken all action necessary to authorize its execution and delivery of this Agreement and to authorize the consummation and performance of the transactions contemplated by this Agreement;
 - (iii.) Wetlands shall issue to Purchaser such documentation as is required by USACE to show the purchase of 2.4 Credits was consummated by Purchaser in accordance with the MBI;
 - (iv.) this Agreement, and all other agreements executed in connection with this Agreement, are the legal, valid and binding obligations of Wetlands, enforceable in accordance with their terms except as such enforcement may be limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights; and
 - (v.) Wetlands is operating and will continue to operate the Bank in accordance with all applicable USACE laws, regulations, orders, permit requirements, agreements and guidance, including, without limitation, the MBI and Permit Number SWF-2004-00420.

Other than as expressly set forth above, Wetlands does not make any representations or warranties to Purchaser, including, without limitation, the suitability of the Credits or whether or not the Credits will satisfy, in whole or part, any mitigation obligation of the Purchaser.

- (b) Representations of Purchaser. The Purchaser represents to Wetlands the following:
- (i.) The Purchaser has duly taken all action necessary to authorize its execution and delivery of this Agreement and to authorize the consummation and performance of the transactions contemplated by this Agreement; and
 - (ii.) This Agreement, and all other agreements executed in connection with this Agreement, are the legal, valid and binding obligations of the Purchaser, enforceable in accordance with their terms except as such enforcement may be limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights.

Other than as expressly set forth above, Purchaser does not make any representations or warranties to Wetlands.

4. Confidentiality. The Purchaser shall keep absolutely confidential the existence of this Agreement, its terms, and all information regarding the MBI, Wetlands, the Credits and the Bank that the Purchaser learned, was provided or was otherwise disclosed to Purchaser in connection with the negotiation, execution and consummation of this Agreement, except for the disclosure of those items that are already in the public domain, where disclosure is otherwise required by law, or the disclosure is approved by Wetlands in writing.
5. Notices. Notices or other communications under this Agreement by either party to the other shall be given or delivered sufficiently if they are in writing and are delivered personally, or are dispatched by registered or certified mail, postage pre-paid, or facsimile, addressed or delivered to the other party as set forth on the signature pages to this Agreement.
6. Binding Agreement; Assignment. This Agreement, and its benefits and obligations, shall inure to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto. This Agreement may not be assigned by Wetlands or the Purchaser without the written consent of the other.
7. Attorney's Fees. If there is a dispute between the Purchaser and Wetlands under this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees, paralegal's fees and appellate and post-judgment proceedings and all costs thereof.
8. Final Agreement. This Agreement embodies the whole agreement of the Purchaser and Wetlands. This Agreement shall supersede all previous communications, discussions, representations, advertisements, proposals or agreements either verbal or written, between the Purchaser and Wetlands not otherwise contained in this Agreement.
9. Captions. The captions in this Agreement are included for convenience only and shall be given no legal effect whatsoever.
10. Modification. This Agreement may not be modified except by written instrument executed by both the Purchaser and Wetlands.
11. Choice of Laws: Venue. This Agreement shall be governed by the laws of the State of Texas, and the venue for all disputes with respect to this Agreement shall be in Dallas, Dallas County, Texas.

12. Partial Invalidity. Should any part of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such a determination shall not render void, invalid or unenforceable any other part of this Agreement, provided, however, that the parties receive the full consideration bargained for hereunder.
13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

(the remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the Purchaser and Wetlands have executed this Agreement effective for all purposes as of the 24th day of January, 2022.

WETLANDS:

WETLANDS MANAGEMENT, L.P.

By: _____

John M. Dziminski

Its: President

Address: 2101 Cedar Springs Road
Suite 1600
Dallas, TX 75201

Telephone: 214-849-9144

THE PURCHASER:

THE CITY OF SEAGOVILLE, TEXAS

By: _____

Patrick Stallings
City Manager

Address: 702 North Hwy 175
Seagoville, Texas 75159

Telephone: 972-287-2050

Regular Session Agenda Item: 11

Meeting Date: **January 24, 2022**

ITEM DESCRIPTION:

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 11, “Health and Sanitation”, by adding a new Article 11.05 “Multi-Family Licensing and Inspection”; providing a repealing clause; providing a savings clause; providing a severability clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing for an effective date.

BACKGROUND OF ISSUE:

Mayor Pro Tem Fruin requested this item to be placed on the Agenda.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Ordinance – Amending Chapter 11, “Health and Sanitation”

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 11, "HEALTH AND SANITATION", BY ADDING A NEW ARTICLE 11.05 "MULTI-FAMILY LICENSING AND INSPECTION"; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to develop a process to enforce City building, electrical, fire, residential, mechanical, plumbing, energy, fuel gas, maintenance, and other related codes with regard to multi-family dwelling complexes located within the City in order to safeguard the life, health, safety, welfare and property of the occupants thereof;

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

SECTION 1. Chapter 11, "Health and Sanitation", of the Code of Ordinances of the City of Seagoville, Texas is hereby amended by adding a new Article 11.05, "Multi-Family Licensing and Inspection" to read as follows:

"CHAPTER 11. HEALTH AND SANITATION

...

ARTICLE 11.05. – Multi-Family Licensing and Inspection

Sec. 11.05.001 - Title.

These regulations shall be known as the "Multi-Family Licensing and Inspection Ordinance," and may be cited as such.

Sec. 11.05.002 - Purpose.

The purpose of this article is to safeguard the life, health, safety, welfare, and property of the occupants of multi-family dwelling complexes and the general public, by developing a process to enforce City building, electrical, fire, residential, mechanical, plumbing, energy, fuel gas, and maintenance code standards; and to provide equitable and practical remedies for the violation of these City code standards.

Sec. 11.05.003 - Definitions.

For the purpose of this article, the terms, words, or phrases shall have the meanings given herein.

Bedroom. Any room or space used or intended to be used for sleeping purposes.

Building official. The official or other designated authority charged with the administration and enforcement of the City building, electrical, fire, residential, mechanical, plumbing, energy, fuel gas, and maintenance codes.

City. City of Seagoville.

City Manager. City manager or designee.

Common area. Communal areas of the multi-family dwelling complex, including but not limited to hallways, stairways, lobby areas, laundry rooms, pool facilities, green spaces, recreation rooms and parking lots.

Director. The official, or designee, charged with the administration and enforcement of this article by the City manager.

Dwelling unit. A building or portion of a building which is arranged, occupied, or intended to be occupied as living quarters for not more than one family, and including facilities for food preparation, sleeping, and sanitation.

Family. A number of individuals living together as a single housekeeping unit, in which not more than four (4) individuals are unrelated by blood, marriage, or adoption.

Multi-family complex license. License issued by the City pursuant to this article.

Multi-family dwelling complex. Any building or portion thereof which is designed, built, rented, leased which contains three (3) or more dwelling units or apartments, including age restricted senior living facilities which are not licensed and inspected by the State. The term shall not include hotels, motels, or owner-occupied dwelling units.

Owner. Any person, partnership, corporation or other legal entity having a legal or equitable title to the property.

Person. An individual, corporation, partnership or any other legal entity.

Premises. A lot, plot, or parcel of land, including any structure thereon, including a dwelling unit, appurtenances thereto, grounds and facilities held out for the use of tenants generally and any other area of facility whose use is promised to the tenant.

Tenant. Any person who occupies a dwelling unit for living or dwelling purposes with the consent of the landlord.

Sec. 11.05.004 – Applicability and administration.

- (a) This article shall apply to all multi-family complexes located in the city with three (3) or more dwelling units and which are more than one (1) year old measured from the date of the issuance of the certificate of occupancy for the original construction of such multi-family complex.
- (b) The director is authorized to administer and enforce the provisions of this article.

Sec. 11.05.005 - License required.

- (a) It shall be unlawful for any person to own, operate, or manage a multi-family complex in the City without a current and valid license having been issued for said multi-family complex. Any person who owns, operates, or manages managing a multi-family complex at more than one (1) location shall obtain a license for each multi-family complex. A multi-family complex for which the initial certificate of occupancy has been issued for the original construction thereof shall be exempt from this license requirement for a period of one year from the date of issuance of the certificate of occupancy.
- (b) A license issued pursuant to this Article is not assignable or transferable.

Sec. 11.05.006 - License application, renewal, and expiration.

- (a) Any person who owns, operates, or manages a multi-family dwelling complex shall file a city-supplied application for a licensee with the director for each multi-family dwelling complex location. The application shall include the following information:
 - (1) Name, address, telephone number of the owner, operator, and the property manager.
 - (2) Trade name of the multi-family complex.
 - (3) Number of dwelling units broken down by bedroom configurations including efficiencies, one-bedroom, two-bedroom, three-bedroom, etc.
 - (4) Emergency contact information including the names of designated employees or other authorized persons who shall be assigned to respond to emergency conditions, and a telephone number at which said persons can be contacted during any twenty-four-hour period. Emergency conditions include but are not limited to fire, natural disaster, flood, collapse hazard, burst pipes, crime or similar events or conditions.
 - (5) The application shall be signed by the owner, operator, or manager of the multi-family complex.
- (b) The licenses shall expire on December 31 of each calendar year and shall be renewed annually. Any newly constructed multi-family complex applying for an initial license shall submit a license application within the one year after date of issuance of the certificate of occupancy for original construction of the multi-family complex.
- (c) The director may from time to time revise the license application form and require additional information.
- (d) The director may at any time, require the applicant to submit additional information to clarify the application.
- (e) If there is a change in ownership of a multi-family complex, the owner, operator, or manager is required to submit a new license application and obtain a new license within thirty (30) days after the date of change in ownership with no license fee charged for such change. The owner or manager shall notify the City within thirty (30) days after the date of the change of ownership.

- (f) The license application (for initial license or renewal) shall be accompanied by the applicable license fee.

Sec. 11.05.007 - License fee.

Each applicant for a license for a multi-family dwelling complex, or for the renewal of a license, shall at the time of submittal of the application pay an annual license fee in an amount established by resolution of the city council from time to time and shall further pay any late fees established by resolution of the city council from time to time for late submission of the license application or renewal application.

Sec. 11.05.008 - License suspension, denial, and revocation.

- (a) The director may suspend, revoke, or deny a license for failure to comply with any of the terms or provisions of this article.
- (b) A license may be denied, suspended, or revoked if the applicant provides or has provided an incomplete application, false or misleading information in the license application;
- (c) A license may be suspended or revoked for failure of the owner, manager, or designee to attend the annual training required by this article
- (d) Whenever a license is suspended or revoked, the holder of the license shall be notified in writing that the license is, upon delivery of the notice, immediately suspended or revoked. The suspension or revocation shall continue until the director determines that the multi-family complex is in compliance with this article, or a license has been reinstated. Suspension of, or revocation of a license shall not preclude the director from taking other enforcement action authorized by law.
- (e) The director may, without advance notice, suspend the license of a multi-family complex if the complex is found to have one or more violations that constitutes an imminent hazard to public health or safety.
- (f) While the license is under suspension, or if application has been denied, or if the license has been revoked the owner, operator or manager may not allow any new tenants to occupy any dwelling unit in the multi-family complex until the multi-family complex is in compliance with this article as determined by the director, or a license has been issued or reinstated.
- (g) The applicant for, or holder of a license may appeal the denial, suspension, or revocation of the license to the City manager, by submitting a written appeal stating the reasons for such appeal to the office of the City manager, within five (5) business days after receipt of notice of such denial, suspension, or revocation.
- (h) Within five (5) business days after receipt of an appeal, the City manager shall set a date, time, and place for the hearing of the appeal and deliver written notice thereof to such person in accordance with this article.
- (i) A notice required to be provided or delivered by the City pursuant to this article is deemed to have been delivered by the City on the date that it is hand delivered, or three (3) days after the date the

notice is sent by first class mail United States mail postage prepaid addressed to the person provided in the appeal or license application for the license.

Sec. 11.05.009 – Owner, Operator and Manager Responsibilities.

- (a) The owner, operator, and manager of a multi-family complex shall maintain the structures and premises in compliance with the requirements established by this article and applicable City codes and ordinances. The owner, operator, and manager of a multi-family complex shall not permit a person to occupy, nor may a person occupy or permit another person to occupy any dwelling unit in a multi-family complex which is not in a sanitary and safe condition, and which does not comply with the requirements of this article or City code and ordinances.
- (b) At the time each tenant signs a lease for a dwelling unit in a multi-family complex the owner, operator or manager thereof shall provide to the tenant the following information:
 - (1) A copy of this Multi-Family Licensing and Inspection Ordinance.
 - (2) List of City contacts for services related to enforcement of this Ordinance.
 - (3) Any additional information as may be provided by the City.
- (d) The owner, operator, or manager of a multi-family complex shall inspect each dwelling unit in a multi-family complex prior to leasing such dwelling unit and shall comply with the following:
 - (1) The inspection of a dwelling unit shall be conducted by the owner, operator, or manager and with the tenant when the occupancy of the dwelling unit changes, and at a minimum each dwelling unit shall be inspected at least once each calendar year.
 - (2) The owner, operator, or manager shall prepare a written inspection report for each inspection using the form provided by the City and shall provide the tenant with a copy of such inspection report. The owner, operator, or manager shall maintain copies of such inspection reports on the premises of the multi-family complex and shall make such inspection reports available to the director for inspection upon request. The inspection reports shall be maintained by the owner, operator, or manager for a minimum of three (3) years following the date of each such inspection.
- (e) The owner, operator, or manager of a multi-family complex shall inspect the community rooms, common areas and grounds of the multi-family complex at least once each calendar year and prepare a written inspect report on the form provided by the City for each such inspection. Such inspection reports shall note and identify any safety and maintenance issues. Such inspection reports shall be maintained by the owner, operator, or manager for a minimum of three (3) years following the date of each such inspection, and shall make them available to the director for inspection upon request.

Sec. 11.05.010 – Required postings.

Each licensed multi-family dwelling complex shall have prominently displayed in the front lobby/reception area or, for those premises without a front lobby/reception area, a conspicuous, publicly accessible area on the premises of the multi-family complex visible to the public the following:

- (a) Current and valid license certificate.
- (b) Signs displaying a telephone number at which emergency conditions can be reported during any twenty-four (24) hour period.
- (c) Sign stating, "TO REPORT UNRESOLVED VIOLATIONS OF THE CITY'S CODE OF ORDINANCES FOR THESE PREMISES, PLEASE CONTACT THE CITY OF SEAGOVILLE CODE COMPLIANCE DIVISION AT [REDACTED]."

Sec. 11.05.011 – Inspections and Re-Inspections and Re-Inspection Fee.

- (a) To determine compliance with City building, electrical, fire, residential, mechanical, plumbing, energy, fuel gas, and maintenance codes and any other applicable City codes and ordinances, and to determine compliance with this article, the director may conduct:
 - (1) Periodic inspections;
 - (2) Follow-up re-inspections; and
 - (3) Inspections based on indications of City code or ordinance violations, including complaints filed with the City or the director.
- (b) The following areas of a multi-family dwelling complex shall be subject to periodic inspection by the director:
 - (1) All building exteriors;
 - (2) All exterior and interior common areas;
 - (3) All mechanical, maintenance, storage and equipment rooms and closets;
 - (4) Vacant dwelling units;
 - (5) Occupied dwelling units upon receipt of consent by the tenant of the dwelling unit or as may be provided by law.
- (c) The director and or the building official may inspect portions of a multi-family dwelling complex as frequently as the director or building official deems necessary.
- (d) The owner, operator, or manager of a multi-family dwelling complex shall make all exterior, interior, and exterior public areas, and vacant dwelling units of the multi-family complex available to the director for inspections at all reasonable times. If entry is refused or not obtained the director is authorized to seek a warrant as allowed by law.

- (e) The owner, operator, or manager shall be provided a copy of City inspection reports, including a list of any City code or ordinance violations or deficiencies requiring correction and a timeframe for correction of such violations or deficiencies. The owner, operator, or manager shall correct such violations or deficiencies identified in the inspection report within the timeframe established by the director or the City. Failure to correct such violations or deficiencies may result in additional enforcement actions including, but not limited to the suspension or revocation of the license.
- (f) The owner of a multi-family complex shall be charged a re-inspection fee, as may be established by the City Council from time to time by resolution, for any dwelling unit or common area that requires a re-inspection. The re-inspection fee must be paid to City by the owner prior to issuance of the license.

Sec. 11.05.012 – Inspection standards

- (a) This article is intended to complement the requirements of other applicable City code and ordinances and shall not be deemed to lower any more restrictive standards required by City codes and ordinances.
- (b) Multi-family complexes shall comply with all applicable City codes and ordinances.

Sec. 11.05.013 – Offenses.

- (a) It shall be unlawful for any person to violate any provision of this article.
- (b) A person commits an offense if the person owns, operates or manages, or causes to operated, a multi-family complex without a current valid license issued by the director, or while the license is suspended.
- (c) A person commits an offense if the person owns, operates, or manages, or causes to operated, a multi-family complex which is in violation of City codes or ordinances.
- (d) A person commits an offense if such person submits a license application that contains false or misleading information.
- (e) A person commits an offense if the person owns, operates, or manages, or causes to operated, a multi-family complex and the owner or manager, or designee for such multifamily complex has failed to attend the annual training as required by this article.
- (f) A person commits an offense if the person owns, operates, or manages, or causes to operated, a multi-family complex and rents, leases, advertises or holds out for rent, any multi-family complex without a current valid license having been issued for such premises.

Sec. 11.05.014 - Penalties.

- (a) Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine not to exceed two thousand dollars (\$2,000.00) for each offense; and each day such violation continues to exist, shall constitute a separate offense.

(b) In addition to the penalties of this article, the City is authorized to file suit for injunctive relief as may be necessary to enforce the provisions of this article.

SECTION 2. All ordinances of the City in conflict with the provisions of this ordinance shall be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict herewith shall remain in full force and effect.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

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

SECTION 5. Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville, as previously amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

SECTION 6. This ordinance shall take effect immediately from and after its passage and publication of the caption as the law and charter may require.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ON THIS THE 24th DAY OF JANUARY, 2022.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

APPROVED AS TO FORM:

ATTEST:

Victoria W. Thomas, City Attorney
(102521vwtTM125637)

Kandi Jackson, City Secretary

Regular Session Agenda Item: 12

Meeting Date: **January 24, 2022**

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas amending the master fee schedule to add applicable fees related to multi-family licensing and inspection; providing a savings clause, providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City has previously adopted a Master Fee Schedule setting out the fees charged for goods and services provided by departments within the City.

The City Council has adopted the Multi-Family Licensing and Inspection Ordinance, establishing a process for enforcing the City's Code of Ordinances with regard to multi-family dwelling complexes in order to safeguard the life, health, safety, welfare and property of the occupants thereof. The Multi-Family Licensing and Inspection Ordinance calls for the setting of various fees associated with the application and renewal of licenses and the re-inspection of multi-family properties.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Resolution – Amending Master Fee Schedule

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SEAGOVILLE, TEXAS AMENDING THE MASTER FEE SCHEDULE TO
ADD APPLICABLE FEES RELATED TO MULTI-FAMILY LICENSING
AND INSPECTION; PROVIDING A SAVINGS CLAUSE, PROVIDING A
SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City has previously adopted a Master Fee Schedule setting out the fees charged for goods and services provided by departments within the City; and

WHEREAS, the City Council has adopted Ordinance No. _____, the Multi-Family Licensing and Inspection Ordinance, establishing a process for enforcing the City's Code of Ordinances with regard to multi-family dwelling complexes in order to safeguard the life, health, safety, welfare and property of the occupants thereof; and

WHEREAS, the Multi-Family Licensing and Inspection Ordinance calls for the setting of various fees associated with the application and renewal of licenses and the re-inspection of multi-family properties; and

WHEREAS, the City Council finds it in the best interest of the City and its citizens that the Master Fee Schedule be amended to add such fees as set forth herein.

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

SECTION 1. The Master Fee Schedule is hereby amended to add the following fees:

A. Under "Inspections:

Multi-family License Re-inspection \$175.00 per unit or common area

B. Under a new heading of "Licenses" which shall follow "Permits":

1. Multi-family License Application and Renewal Fee -Annual - \$125.00 for the first ten multi-family dwelling units plus \$10.00 per multi-family dwelling unit in excess of 10.
2. Multi-family License Application and Renewal Late Fee – for annual application or renewals postmarked or received after December 31st
 - 10% of the application fee if within one (1) month of due date
 - 30% of the application fee if within two (2) months of due date
 - 50% of registration fee thereafter

SECTION 2. In the event there is a conflict between the fees set forth herein and any previous fees adopted by ordinance or resolution, the fees set forth in this Resolution shall supersede any previous fees adopted by ordinance or resolution.

SECTION 3. That all provisions of the Resolutions of the City of Seagoville, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 4. This Resolution and the fees established herein shall take effect upon passage of this Resolution.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 24th day of January, 2022.

APPROVED:

DENNIS K.CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY
(011322vwtTM127117)

EXHIBIT “A”
[Master Fee Schedule]

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2021-2022
GENERAL GOVERNMENT

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/20	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/19
GENERAL GOVERNMENT ADMINISTRATION / ALL DEPARTMENTS				
PUBLIC INFORMATION CHARGES				
Copies, standard size	Per page	\$ 0.10	\$ -	\$ 0.10
Copies, non-standard size	Per page	\$ 0.50	\$ -	\$ 0.50
Disc (CD-RW or CD-R)	Each	\$ 1.00	\$ -	\$ 1.00
Digital video disc (DVD)	Each	\$ 3.00	\$ -	\$ 3.00
VHS video cassette	Each	\$ 2.50	\$ -	\$ 2.50
Audio cassette	Each	\$ 1.00	\$ -	\$ 1.00
Other electronic media	Each	Actual cost	\$ -	Actual cost
Personnel charge	Per hour	\$ 15.00	\$ -	\$ 15.00
Overhead charge	Based on personnel charge	20%	\$ -	20%
Miscellaneous supplies		Actual cost	\$ -	Actual cost
Postage and shipping		Actual cost	\$ -	Actual cost
Certification of true copies		\$ 2.50	\$ -	\$ 2.50
Attestation under Seal of Seagoville		\$ 2.50	\$ -	\$ 2.50
DOCUMENTS				
Charter		\$ -	\$ -	\$ -
Code of Ordinances	Available from Franklin Legal Publishing	\$ -	\$ -	\$ -
FINANCE CHARGES				
Returned Check		\$ 30.00	\$ -	\$ 30.00
Lien Administrative Fee		\$ 100.00	\$ -	\$ 100.00
Lien Per Annum		10%	\$ -	10%

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2021-2022
PUBLIC LIBRARY

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/20	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/21
PUBLIC LIBRARY				
LIBRARY CARDS				
Replacement card	Per card	\$ 1.00	\$ 2.00	\$ 3.00
LATE CHARGES				
Books	Per item per day	\$ 0.10	\$ -	\$ 0.10
DVDs and Videos	Per day	\$ 1.00	\$ -	\$ 1.00
WiFi HotSpot	Per day	\$ 1.00	\$ -	\$ 1.00
MISCELLANEOUS CHARGES				
Interlibrary loans	Per fulfilled request	\$ 1.00	\$ -	\$ 1.00
Laminating	Per linear foot	\$ 0.50	\$ -	\$ 0.50
Standard copies	Per page	\$ 0.20	\$ -	\$ 0.20
Computer generated printing - B/W	Per page	\$ 0.20	\$ -	\$ 0.20
Lost or damaged item processing fee	Per item	\$ 5.00	\$ -	\$ 5.00
Material replacement	Per item	Actual Replacement Cost	\$ -	Actual Replacement Cost
Replace lost - damaged WiFi device	Per item	\$80.00		\$80.00
Lost - damaged WiFi device processing fee	Per item	\$20.00		\$20.00
Repair of damaged library materials	Per item	Actual Cost	\$ -	Actual Cost
Replace lost or damaged DVD case	Per item	\$ 3.00	\$ -	\$ 3.00
Replace lost or damaged Video case	Per item	\$ 3.00	\$ -	\$ 3.00
Replace lost or damaged audio book case	Per item	\$ 5.00	\$ -	\$ 5.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2021-2022
PARKS AND RECREATION

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/20	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/21
PARKS AND RECREATION				
RENTAL FEES				
Tennis court reservation	Minimum 1 Hour \$15.00 per Hour	\$ 15.00	\$ -	\$ 15.00
Field reservations with lights	Minimum 1 Hour \$15.00 per Hour	\$ 15.00	\$ -	\$ 15.00
Field reservations, no lights, per field	Minimum 1 Hour \$10.00 per Hour	\$ 10.00	\$ -	\$ 10.00
Special Event Fee Based	Special License and Use Agreement	20% Total Revenues	\$ -	20% Total Revenues
Special Event Non Fee Based	Special License and Use Agreement	\$ 200.00	\$ -	\$ 200.00
Police Security	Special License and Use Agreement	Invoiced @ Cost	\$ -	Invoiced @ Cost
Public Works and Barricades	Special License and Use Agreement	Invoiced @ Cost	\$ -	Invoiced @ Cost
Pavilion - CO Bruce Central Park	Minimum 1 Hour \$10.00 per Hour	\$ 10.00	\$ -	\$ 10.00
ALL SPORTS LEAGUES ADULT AND YOUTH	SPECIAL LICENSE AND USE AGREEMENT			
League participant user fee	Per resident	\$ 5.00	\$ -	\$ 5.00
League participant user fee	Per non-resident	\$ 10.00	\$ -	\$ 10.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2021-2022
POLICE DEPARTMENT

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/20	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/21
POLICE DEPARTMENT				
Offense reports/calls for service	Per page	\$ 0.10	\$ -	\$ 0.10
Burn to CD	Per report	\$ 1.00	\$ -	\$ 1.00
Burn to DVD	Per report	\$ 3.00	\$ -	\$ 3.00
Other electronic media	Each	Actual cost	\$ -	Actual cost
Certified reports	Per report	\$ 1.00	\$ -	\$ 1.00
Accident reports	Per report	\$ 6.00	\$ -	\$ 6.00
Finger printing	Per person	\$ 10.00	\$ -	\$ 10.00
Alarm permits - Residential	Per year	\$ 20.00	\$ -	\$ 20.00
Alarm permits - Business/Commercial	Per year	\$ 30.00	\$ -	\$ 30.00
After the 5th false alarm per year	Per incident	\$ 20.00	\$ -	\$ 20.00
Solicitation permits	Per person	\$ 35.00	\$ -	\$ 35.00
Massage establishment license	Per establishment/annually	\$ 75.00	\$ -	\$ 75.00
Sexually oriented business license	Per business/annually	\$ 750.00	\$ -	\$ 750.00
Sexually oriented business application	Per application	\$ 100.00	\$ -	\$ 100.00
Clearance letters, notarized in house check only	Per letter	\$ 5.00	\$ -	\$ 5.00
Research fee - Open Records Request	Per hour	\$ 15.00	\$ -	\$ 15.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2021-2022
ANIMAL CONTROL / SHELTER

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/20	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/21
ANIMAL CONTROL / SHELTER				
REGISTRATION				
Micro Chip		\$ 25.00		\$ 25.00
INTACT ANIMAL PERMIT				
Fee		\$ 250.00		\$ 250.00
Annual Registration	Per animal/annually	\$ 50.00	\$ -	\$ 50.00
Registration due to change of owner	Per animal	\$ 25.00	\$ -	\$ 25.00
OWNER PICK UP FROM SHELTER (Domestic animal running at large)				
1st offense	Per animal	\$ 25.00	\$ -	\$ 25.00
2nd offense	Per animal	\$ 50.00	\$ -	\$ 50.00
3rd offense	Per animal	\$ 75.00	\$ -	\$ 75.00
SHELTER HOUSING				
Day 1	per animal	\$ 8.00	\$ -	\$ 8.00
Day 2	per animal	\$ 8.00	\$ -	\$ 8.00
Day 3	per animal	\$ 8.00	\$ -	\$ 8.00
TRAP RENTAL				
Large animal trap	per business week basis	\$ 50.00	\$ -	\$ 50.00
Small animal trap	per business week basis	\$ 25.00	\$ -	\$ 25.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2021-2022
FIRE DEPARTMENT

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/20	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/21
FIRE DEPARTMENT				
INSPECTIONS				
Certificate of Occupancy	Annual, semi-annual, etc.	No Charge	\$ -	No Charge
1st Re-inspection		No Charge	\$ -	No Charge
2nd Re-inspection		\$ 45.00	\$ -	\$ 45.00
3rd Re-inspection		\$ 60.00	\$ -	\$ 60.00
Subsequent Re-inspections		\$ 100.00	\$ -	\$ 100.00
Inspections following Mandatory Closure		\$ 150.00	\$ -	\$ 150.00
After hours inspections	Per hour (After 5:00 p.m. or weekends with 2 hr. minimum)	\$ 50.00	\$ -	\$ 50.00
PERMITS				
Portable gas/propane tank permit	1 weekend	\$ 15.00	\$ -	\$ 15.00
Portable gas/propane tank permit	1 month	\$ 60.00	\$ -	\$ 60.00
Portable gas/propane tank permit	6 months	\$ 250.00	\$ -	\$ 250.00
Portable gas/propane tank permit	1 year	\$ 500.00	\$ -	\$ 500.00
Fire /EMS Reports	Each	\$ 4.00	\$ -	\$ 4.00
Private Non-Emergency Ambulance Service	Annual	\$ 1,500.00	\$ -	\$ 1,500.00
Type 1 Hood/Fixed System Plan Review		\$ 50.00	\$ -	\$ 50.00
Type 1 Hood Permit/Test		Table1A	\$ -	Table1A
Fire Suppression / Fire Alarm Plan Review		\$ 50.00	\$ -	\$ 50.00
Fire Sprinkler Plan Review		\$ 50.00	\$ -	\$ 50.00
Fire Suppression / Fire Alarm Permit/Test		Table1A	\$ -	Table1A
Fire Sprinkler Permit/Test		Table1A	\$ -	Table1A
Fuel Storage Tanks Above/Below Ground Permits		Table1A	\$ -	Table1A
Underground Fuel Storage Tanks Removal Permit		Table1A	\$ -	Table1A
Fireworks Display	Must be by State Certified Pyrotechnic Company Present	\$ 300.00	\$ -	\$ 300.00
Fireworks Storage/Transportation	Annual	\$ 125.00	\$ -	\$ 125.00
Fireworks Sales Booth		\$ 250.00	\$ -	\$ 250.00
Boarding Home Inspection Permit	Yearly	\$ 25.00	\$ -	\$ 25.00
Foster Home Inspection Permit	Yearly	\$ 25.00	\$ -	\$ 25.00
Trench Burning	30 day permit/State permit required for each site	\$ 100.00	\$ -	\$ 100.00
Sprinkler Systems out of Service/Hazmat (Stand By) longer than 1 1/2 hours	Minimum 4 hours at \$50.00 Per hour	\$ 50.00	\$ -	\$ 50.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2021-2022
PLANNING & ZONING

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/20	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/21
PLANNING & ZONING				
ZONING CHANGE				
1-2 Acres	Each request	\$ 250.00	\$ -	\$ 250.00
2.1-5 Acres	Each request	\$ 500.00	\$ -	\$ 500.00
5.1-15 Acres	Each request	\$ 750.00	\$ -	\$ 750.00
15.1 or more	per acre or max. \$1500.00	\$60.00 Per Acre	\$ -	\$60.00 Per Acre
SPECIAL USE PERMIT				
Fee	Each Request (Maximum \$1,500.00)	\$250.00 + \$50.00/Per Acre	\$ -	\$250.00 + \$50.00/Per Acre
PLANNED DEVELOPMENT				
Fee (Initial PD)	(Maximum \$1,500.00)	\$250.00 + \$75.00/Per Acre	\$ -	\$250.00 + \$75.00/Per Acre
PD Amendment				
Text Only	Each Request maximum \$1,500.00	\$100.00 + \$25.00 Per Acre	\$ -	\$100.00 + \$25.00 Per Acre
Concept Plan Only	Each Request maximum \$1,500.00	\$100.00 + \$25.00 Per Acre	\$ -	\$100.00 + \$25.00 Per Acre
Text & Concept Plan	Each Request (Maximum \$1,500.00)	\$100.00 + \$25.00 Per Acre	\$ -	\$100.00 + \$25.00 Per Acre
PLATS (includes 2 DRC Reviews)				
Amending Plat	3 Lots or less	\$ 100.00	\$ -	\$ 100.00
Combination Construction/Final Plat	3 Lots or less	\$ 300.00	\$ -	\$ 300.00
Combination Construction/Final Plat for Subdivisions	4 Lots or more	\$650.00 + \$10.00/Per Acre or \$3.00/Per Lot/Unit (Whichever is greater)	\$ -	\$650.00 + \$10.00/Per Acre or \$3.00/Per Lot/Unit (Whichever is greater)
Construction Plat		\$500.00 + \$10.00/Per Acre or \$3.00/Per Lot/Unit (Whichever is greater)	\$ -	\$500.00 + \$10.00/Per Acre or \$3.00/Per Lot/Unit (Whichever is greater)
Development Plat	3 Lots or Less	\$ 100.00	\$ -	\$ 100.00
Final Plat (for Subdivision)	4 Lots or more	\$300.00 + \$10.00/Per Acre or \$2.00/per Lot/Unit (Whichever is greater)	\$ -	\$300.00 + \$10.00/Per Acre or \$2.00/per Lot/Unit (Whichever is greater)
Minor Plat	3 Lots or less	\$ 100.00	\$ -	\$ 100.00
Vacating Plan		\$ 100.00	\$ -	\$ 100.00
Replat		\$300.00 + \$10.00/per Acre or \$2.00/per Lot/Unit (Whichever is greater)	\$ -	\$300.00 + \$10.00/per Acre or \$2.00/per Lot/Unit (Whichever is greater)

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2020-2021
PLANNING & ZONING

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/20	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/21
Additional Plan Review Fees (After 2 Initial DRC Reviews)	Development Review Committee (DRC) or individual committee members (Does not include Building Plan Review)	Actual Cost to Review	\$ -	Actual Cost to Review
Concept Plan	P & Z Commission Approval	\$ 75.00	\$ -	\$ 75.00
Site Plan & Revised Site Plan	P & Z Commission Approval	\$ 75.00	\$ -	\$ 75.00
Elevation/Façade Plan	(Only if requesting a waiver, P & Z Commission approval required)	\$ 75.00	\$ -	\$ 75.00
Landscape Plan	P & Z Commission Approval	\$ 75.00	\$ -	\$ 75.00
Zoning Verification Letter	City's form letter will be provided	\$ 25.00	\$ -	\$ 25.00
Board of Adjustment Variance Request		\$ 100.00	\$ -	\$ 100.00
Sign Variance		\$ 100.00	\$ -	\$ 100.00
Application withdrawal refund (any type)	Within 24 hours of submittal	\$ 75.00	\$ -	\$ 75.00
Plus the Dallas/Kaufman County Clerks Filing Fees	for Filing Plats.			
When the Subdivision Ordinance was revised in 2006, the word "preliminary" was changed to "construction" in regards to plats.				

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2021-2022
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/20	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/21
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH				
BUILDING PERMITS				
Residential Building Permits	Based on square footage		\$0.75 per sq ft	\$0.75 per sq ft
Commercial Building Permits		Table 1A	\$ -	Table 1A
Construction began prior to permit or no permit obtained	Permit Fee based on Construction Type	Double	\$ -	Double
Certificate of Occupancy Residential		\$ 25.00	\$ -	\$ 25.00
Certificate of Occupancy Commercial	up to 5,000 square feet	\$ 50.00	\$ -	\$ 50.00
Certificate of Occupancy Commercial	5,001 square feet to 10,000 square feet	\$ 100.00	\$ -	\$ 100.00
Certificate of Occupancy Commercial	10,001 square feet and over	\$ 200.00	\$ -	\$ 200.00
Demolition		\$ 100.00	\$ -	\$ 100.00
Foundation Repair			\$ 75.00	\$ 75.00
Fence Residential		\$ 35.00	\$ -	\$ 35.00
Fence Commercial		\$ 50.00	\$ -	\$ 50.00
Retaining Wall			\$ 75.00	\$ 75.00
Sprinkler Irrigation System			\$ 75.00	\$ 75.00
Carports Residential	Based on square footage		\$0.75 per sq ft	\$0.75 per sq ft
Deck, Patio Covers, Pergola-Residential Only	Based on square footage		\$0.75 per sq ft	\$0.75 per sq ft
Storage Buildings under 120 square feet	Requires permit but no fee charged	\$ -	\$ -	\$ -
Storage Buildings over 120 square feet	Based on square footage		\$0.75 per sq ft	\$0.75 per sq ft
Aboveground Pool/Spa		\$ 100.00	\$ -	\$ 100.00
In-Ground Pool/Spa		\$ -	\$ 100.00	\$ 100.00
House/Building Moving	Passing through part of city or moving from outside city to inside or moving from inside city to outside city	\$ 100.00	\$ -	\$ 100.00
House/Building Moving	Leaving building on public property during move	\$ 50.00	\$ -	\$ 50.00
House/Building Moving	Inspection of building prior to moving into city	\$100.00 + mileage	\$ -	\$100.00 + mileage
Screening Wall			\$ 75.00	\$ 75.00
Roofing(Residential Only)			\$ 75.00	\$ 75.00
Roofing Commercial		Table 1A	\$ -	Table 1A
Industrialized Home Permits	Based on square footage		\$0.75 per sq ft	\$0.75 per sq ft
CONCRETE AND EXCAVATING				
Flatwork (sidewalk, approaches, driveways, patios without cover, etc.)	Residential	\$ -	\$ 75.00	\$ 75.00
Flatwork (sidewalk, approaches, driveways, patios without cover, etc.)	Commercial	\$ -	Table 1A	Table 1A
Grading/Filling & Excavating		\$ 100.00	\$ -	\$ 100.00
Right-of-Way Excavating		\$ 100.00	\$ -	\$ 100.00
Miscellaneous concrete permits (Residential)			\$ 75.00	\$ 75.00
Miscellaneous concrete permits (Commercial)		Table 1A	\$ -	Table 1A
Temporary Asphalt/Concrete Batch Plant		\$ 100.00	\$ -	\$ 100.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2020-2021
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/20	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/21
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH				
CONTRACTOR REGISTRATIONS				
General	Annually	\$ 60.00	\$ -	\$ 60.00
Electrical	State law prohibits a registration fee	\$ 60.00	\$ -	\$ 60.00
Mechanical	Annually	\$ 60.00	\$ -	\$ 60.00
Plumbing / Med Gas / Fire Sprinkler and Fire Alarm	State law prohibits a registration fee	\$ -	\$ -	\$ -
Irrigator	Annually	\$ 60.00	\$ -	\$ 60.00
Backflow Tester	Annually	\$ 45.00	\$ -	\$ 45.00
All Other Trades	Annually	\$ 60.00	\$ -	\$ 60.00
MISCELLANEOUS FEES				
Electrical T-Pole		\$ 35.00	\$ 40.00	\$ 75.00
Miscellaneous Electrical Permits-Commercial Only		Table 1A	\$ -	Table 1A
Miscellaneous Plumbing Permits-Commercial Only		Table 1A	\$ -	Table 1A
Miscellaneous Mechanical Permits-Commercial Only		Table 1A	\$ -	Table 1A
Residential Electrical Permit			\$ 75.00	\$ 75.00
Residential Plumbing Permit			\$ 75.00	\$ 75.00
Residential Mechanical Permit			\$ 75.00	\$ 75.00
Non-Office Hours Inspections	2 hour minimum (office hours M-F 7:30 am - 6:00 pm)	\$ 50.00	\$ -	\$50.00 per hour
Red Tag Re-inspection	after 1st inspection	\$ 50.00	\$ -	\$ 50.00
Additional Plan Review	after 2nd review	\$ 47.00	\$ 3.00	\$ 50.00
Plan Review NEW Single Family Dwelling		\$ 50.00	\$ -	\$ 50.00
Plan Review ANY Commercial		\$ 50.00	\$ -	\$ 50.00
Cell Tower		Table 1A	\$ -	Table 1A
Residential Solar Energy Systems			\$ 75.00	\$ 75.00
Wind Turbines			\$ 75.00	\$ 75.00
Tents & Canopies over 200 square feet		\$ 50.00	\$ -	\$ 50.00
Building and Standards Board Appeal		\$ 100.00	\$ -	\$ 100.00
Amusement Center License (per device)		\$ 100.00	\$ -	\$ 100.00
Garage (Occasional) Sale	Limit 2 times per year (365 days) per address	\$ 3.00	\$ -	\$ 3.00
Construction Office		\$ 35.00	\$ -	\$ 35.00
Real Estate Sales Office		\$ 75.00	\$ -	\$ 75.00
Portable Church/School Building		\$ 75.00	\$ -	\$ 75.00
Cargo Container for Construction Use		\$ 25.00	\$ -	\$ 25.00
Other Temporary Use as determined by City Manager or designee		\$ 75.00	\$ -	\$ 75.00
SIGNS				
Signs	Up to 100 square feet	\$ 25.00	\$ -	\$ 25.00
Signs	101 square feet - 300 square feet	\$ 50.00	\$ -	\$ 50.00
Signs	301 square feet or larger	\$ 100.00	\$ -	\$ 100.00
Portable Signs		\$ 25.00	\$ -	\$ 25.00
Removal & Storage of Temporary or Portable Signs		\$25.00 + \$5.00 per day storage	\$ -	\$25.00 + \$5.00 per day storage

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2020-2021
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/20	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/21
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH				
HEALTH				
Nursing Home Dietary Department	Annually	\$ 275.00	\$ -	\$ 275.00
Day Care Center	Annually	\$ 275.00	\$ -	\$ 275.00
Convenience Store, packaged groceries only	Annually	\$ 275.00	\$ -	\$ 275.00
Convenience Store, deli	Annually	\$ 200.00	\$ -	\$ 200.00
Grocery Store	Annually	\$ 350.00	\$ -	\$ 350.00
Grocery Store with meat market	Annually	\$ 275.00	\$ -	\$ 275.00
Grocery Store with deli	Annually	\$ 200.00	\$ -	\$ 200.00
Temporary Food Service, three day maximum	For Profit Organization	\$ 100.00	\$ -	\$ 100.00
Temporary Food Service, three day maximum	Non-Profit Organization	\$ 25.00	\$ -	\$ 25.00
Restaurant	Annually	\$ 275.00	\$ -	\$ 275.00
Flea Market Food Vendor	Annually	\$ 225.00	\$ -	\$ 225.00
Mobile Food Vendor	Annually	\$ 125.00	\$ -	\$ 125.00
Entertainment Center with Concession	Annually (Theater, roller rink, etc.)	\$ 200.00	\$ -	\$ 200.00
Bed and Breakfast	Annually	\$ 150.00	\$ -	\$ 150.00
Bed and Breakfast with food service	Annually	\$ 250.00	\$ -	\$ 250.00
Food Safety Manager Certification Registration from the City of Seagoville	5 Years	\$ 35.00	\$ -	\$ 35.00
Replacement of lost Food Manager Certificate		\$ 10.00	\$ -	\$ 10.00
Administrative fee for all establishments	Does Not Apply to Temporary Food Vendors	\$ 50.00	\$ -	\$ 50.00
Plan review for a fixed facility for all new permitted establishments		\$ 100.00	\$ -	\$ 100.00
Off-Premise Beer/Wine Sales	2 years	\$ 60.00	\$ -	\$ 60.00
Seasonal Permit	Non-profit Organization	\$ -	\$ -	\$ -
Seasonal Permit	Profit Organization	\$ -	\$ 125.00	\$ 125.00

* Our current contract provides for food establishments to be inspected twice a year with third and any subsequent inspections invoiced at cost by the City.

TABLE NO. 1A BUILDING PERMITS FEES FOR COMMERICAL

TOTAL VALUATION	FEE
\$75.00	Minimum
\$2,000.00 to \$25,000.00	\$75.00 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,001.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,001.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,001.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$100,000,000.00	\$3,233.75 for the first \$500,001.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to include \$100,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,001.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof
Other Inspectitons and Fees:	
1. Inspection outside of normal business hours.....	\$50.00 per hour
2. Reinspection fees.....	\$50.00
3. Additional plan review.....	\$50.00
4. For use of outside consultants for plan review and inspection, or both.....	Actual costs

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2021-2022
PUBLIC WORKS

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/20	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/21
PUBLIC WORKS				
WATER				
Standard 1" service tap	Short Side Each	\$ 1,200.00	\$ 300.00	\$ 1,500.00
Standard 1 1/2" service tap	Short Side Each	\$ 1,400.00	\$ 300.00	\$ 1,700.00
Standard 2" service tap	Short Side Each	\$ 1,650.00	\$ 350.00	\$ 2,000.00
Over 2"	installed by contractor	\$ -	\$ -	\$ -
Additional parts/services	road bore, road replacement, pipe, etc.	Actual Cost	\$ -	Actual Cost
5/8" X 3/4" radio read water meter	including meter tail, gaskets, installation <i>CC approved 5/18/15</i>	\$ 250.00	\$ 100.00	\$ 350.00
1" radio read water meter	including meter tail, gaskets, installation	\$ 350.00	\$ 150.00	\$ 500.00
1 1/2" radio read water meter	including meter tail, gaskets, installation	\$ 600.00	\$ 200.00	\$ 800.00
2" radio read water meter	including meter tail, gaskets, installation	\$ 750.00	\$ 250.00	\$ 1,000.00
Over 2"	Meter supplied by contractor (City specifications)	\$ -	\$ -	\$ -
Turning on water service	regular hours	\$ 25.00	\$ -	\$ 25.00
Turning on water service	after hours and weekends	\$ 50.00	\$ -	\$ 50.00
Reconnection for failure to pay	regular hours	\$ 50.00	\$ -	\$ 50.00
Reconnection for failure to pay	after hours and weekends	\$ 100.00	\$ -	\$ 100.00
Reread of meter	requested by customer	\$ 15.00	\$ -	\$ 15.00
Meter calibration check	requested by customer	\$ 100.00	\$ 25.00	\$ 125.00
Meter tampering		\$ 250.00	\$ -	\$ 250.00
Meter reset	due to tampering	\$ 50.00	\$ -	\$ 50.00
Lock replacement	due to tampering	\$ 25.00	\$ -	\$ 25.00
Damaged curb stop	due to tampering	\$ 200.00	\$ -	\$ 200.00
Meter box	Due to tampering	\$ -	\$ 75.00	\$ 75.00
Meter Radio	Due to tampering	\$ -	\$ 150.00	\$ 150.00
Meter and Radio	Due to tampering	\$ -	\$ 300.00	\$ 300.00
FIRE HYDRANT DEPOSIT				
City Issued meter		\$ 1,750.00	\$ 250.00	\$ 2,000.00
Customer Meter		\$ 500.00	\$ -	\$ 500.00
Monthly Rental Fee		\$ 100.00		\$ 100.00
SEWER				
Standard 4" service tap	Each	\$ 1,000.00	\$ 250.00	\$ 1,250.00
Standard 6" service tap	Each	\$ 1,200.00	\$ 300.00	\$ 1,500.00
Standard 8" service tap	Each	\$ 1,500.00	\$ 300.00	\$ 1,800.00
Over 8"	Service conducted by contractor (City specifications)	\$ -	\$ -	\$ -
Additional parts/services	including road bore, road replacement, pipe, depth, etc.	Actual Cost	\$ -	Actual Cost
STORMWATER UTILITY SYSTEM FEE				
Stormwater utility fee		\$ 3.60	\$ 0.25	\$ 3.85

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2020-2021
PUBLIC WORKS

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/20	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/21
CULVERTS				
Installation including base material		Actual Cost	\$ -	Actual Cost
INSPECTION FEE				
	Development costs street grading, street paving, drainage structures, curb and gutter, storm sewers, sanitary sewers, water mains and fire lanes.	4%	\$ -	4%

Regular Session Agenda Item: 13

Meeting Date: **January 24, 2022**

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: 14

Meeting Date: January 24, 2022

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: 15

Meeting Date: January 24, 2022

ITEM DESCRIPTION:

Recess into Executive Session

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

- A. 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Presiding Judge**
- B. §551.071 Legal advice regarding the Contract Negotiations for the Police Department Design Build Project**

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 16

Meeting Date: January 24, 2022

ITEM DESCRIPTION:

Reconvene into Regular Session

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

- A. 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Presiding Judge
- B. §551.071 Legal advice regarding the Contract Negotiations for the Police Department Design Build Project

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 17

Meeting Date: **January 24, 2022**

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council ratifying and approving the Seagoville Economic Development Corporations expenditure of \$22,687.50 to C&M Concrete for the construction of a basketball halfcourt at Heard Park; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

Heard Park (“Park”), located 801 Shady Lane contains a walking trail, playground, and covered picnic area for those utilizing the Park. Staff obtained an estimate from C&M Concrete Contracting, to install a basketball half-court to add to the park amenities. C&M Concrete Contracting submitted an estimate in the amount of \$22,687.50, which is attached hereto as Exhibit A, to perform the scope of services set forth therein. Seagoville Economic Development (SEDC) has approved the Heard Park Half Court Project.

FINANCIAL IMPACT:

\$22,687.50 (SEDC Budget)

RECOMMENDATION:

N/A

EXHIBITS:

Resolution – Ratifying and Approving a SEDC expenditure for a Basketball Half-Court

C&M Concrete Contracting Estimate

SEAGOVILLE CITY COUNCIL

RESOLUTION NO. __-R-2022

A RESOLUTION OF THE CITY COUNCIL RATIFYING AND APPROVING THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATIONS EXPENDITURE OF \$22,687.50 TO C&M CONCRETE FOR THE CONSTRUCTION OF A BASKETBALL HALF COURT AT HEARD PARK; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Heard Park (“Park”), located 801 Shady Lane contains a walking trail, playground, and covered picnic area for those utilizing the Park; and

WHEREAS, City and SEDC staff obtained an estimate from C&M Concrete Contracting, to install a basketball half court to add to the park amenities; and

WHEREAS, C&M Concrete Contracting submitted an estimate in the amount of \$22,687.50, which is attached hereto as Exhibit A, to perform the scope of services set forth therein (the “Heard Park Half Court Project”); and

WHEREAS, the SEDC has approved the Heard Park Half Court Project; and

WHEREAS, Local Government Code section 505.158 mandates that the SEDC may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings; and

WHEREAS, the City Council has determined that the Heard Park Half Court Project contemplated by SEDC will enhance the quality of life in the community and thereby promote and retain new and expanded business enterprises within the City of Seagoville; and

WHEREAS, the City Council finds that the expenditure of funds by SEDC in undertaking the Project is authorized by the Act and that the Project should be approved and authorized; and

WHEREAS, the City Council has conducted two (2) readings of this resolution;

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

SECTION 1. The City Council hereby ratifies and approves the Seagoville Economic Development Corporation’s Heard Park Half Court Project, including the SEDC’s expenditure of Twenty-Two Thousand Six Hundred Eighty-Seven Dollars and Fifty Cents (\$22,687.50) to C&M

Concrete Contracting for the construction of a basketball half court described and depicted in Exhibit “A” hereto; and

SECTION 2. If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgement or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 3. This resolution shall take effect immediately from and after its passage in accordance with State law and it is accordingly resolved.

DULY PASSED by the City Council of the City of Seagoville on the 24th day of January, 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(012022vwtTM127235)

Exhibit "A"
[C&M Concrete Quote for Heard Park Half Court Project]

C&M Concrete Contracting

362 Linkview Dr
Duncanville, TX 75137

Estimate

Date	Estimate #
12/8/2021	DE-4709

Name / Address
Patrick Stalling City Of Seagoville - Patrick Stalling 702 US-175 Frontage Road Seagoville, Texas 75159

Ship To
Basketball half court

[illegible]

Phone #
9729654781

E-mail
chris@concretepaving.net