



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, FEBRUARY 7, 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**

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 January 24, 2022 (City Secretary)**
- 2. Discuss and consider approving a Resolution ordering the General Election to be held May 7, 2022 (City Secretary)**

Discutir y considerar la aprobacion de una resolucion que ordene que las elecciones generales se celebren el 7 de Mayo de 2022 (Secretario de la Ciudad)

Thảo luận và xem xét thông qua Nghị quyết ra lệnh Tổng tuyển cử tổ chức ngày 7 tháng 5 năm 2022 (Bí thư Thành phố)

REGULAR AGENDA-

- 3. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the Mayor to accept and file the Police Department's 2021 Racial Profiling Report, providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date (Police Chief & Dr. del Carmen)**
- 4. First Reading - Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Jacque's Creole Sausage Company as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)**
- 5. Conduct interviews with Boards & Commissions Applicants for appointment (City Secretary)**
- 6. 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)**
- 7. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the City Manager to engage C&M Concrete for concrete repairs to Shadybrook Lane and North Kaufman Street in an amount not to exceed One Hundred Six Thousand Two Hundred Fifty Dollars and Fifty Cents (\$106,250.50) through a City of Lancaster Master Interlocal Agreement; authorizing the City Manager to execute an agreement or any documents necessary for the work to be performed; 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 approving an agreement for professional engineering services on a defined scope of services basis ("Agreement") with Halff Associates, Inc. for the purpose of providing an emergency preparedness plan (EPP) in an amount not to exceed Fourteen Thousand Five Hundred Dollars and Zero Cents (\$14,500.00); authorizing the City Manager to sign; 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 authorizing the City Manager to engage Road Master Striping, LLC for pavement marking services to Malloy Bridge Road in an amount not to exceed Eighty Six Thousand Two Hundred Fifty Two Dollars and Fifty Cents (\$86,252.50) through a City of Allen Master Interlocal Agreement; authorizing the City Manager to execute an agreement or any documents necessary for the work to be performed; 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 an agreement for consulting services on a water and wastewater cost of service and rate design study with NewGen Strategies and Solutions, LLC.; in an amount not to exceed Thirty-Two Thousand Five Hundred Dollars and Zero Cents (\$32,500.00); authorizing the City Manager to sign; and providing an effective date (Public Works Director)

11. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, authorizing and approving an amendment to Ordinance 25-2021, which adopted the operating budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022, by approving the transfer of Thirty Two Thousand Five Hundred Dollars (\$32,500.00) from the water and sewer unrestricted fund balance to the water and sewer operating fund for consulting fees; authorizing the City Manager to make said adjustments; providing for the repeal of all ordinances in conflict; providing a severability clause; and providing an effective date (Finance Director)

12. Receive a presentation of City of Seagoville's 1st Quarter Financial Report for Fiscal Year 2022 (Finance Director)

13. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving and ratifying the City Manager's action for an expenditure of general fund monies in an amount not to exceed Forty-Four Thousand One Hundred Forty-Three Dollars and No Cents (\$44,143.00) for emergency replacement of the Seagoville Public Library ceiling; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Community Development Director)

14. Discussion concerning designated/prohibited parking on S. Highway 175 Frontage Road and on Water Street (Mayor Pro Tem Fruin)

15. 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)

16. 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)

17. Second Reading - Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Jacque’s Creole Sausage Company as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)

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

19. 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.

20. 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

21. 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

22. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, appointing the Presiding Judge to the City of Seagoville Municipal Court of Record; approving and authorizing the city manager to execute the related agreement for Municipal Court Judge services; and providing an effective date (City Attorney)

Adjourn

Posted Wednesday, February 2, 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 28, 2022 City Council Meeting**
- **Monday, March 7, 2022 City Council Meeting**
- **Monday, March 21, 2022 City Council Meeting**
- **Monday, April 4, 2022 City Council Meeting**

Consent Session Agenda Item: 1

Meeting Date: February 7, 2022

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes for January 24, 2022.

BACKGROUND OF ISSUE:

Approve City Council Meeting minutes for January 24, 2022.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

January 24, 2022 Work Session Meeting Minutes
January 24, 2022 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
JANUARY 24, 2022**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:31 p.m. on Monday, January 24, 2022, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

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

A. Discuss regular session agenda items

- 1. Consider approving City Council Meeting minutes for December 20, 2021 (City Secretary)**

No questions.

- 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)**

City Manager Stallings stated Items #2 and #3 will be discussed during Regular Session.

- 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)**

City Manager Stallings stated Item #4 will be pulled from this Agenda.

- 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)**

City Secretary Jackson stated on or about December 6, 2021 the City of Seagoville cast a ballot for Michael Hurtt of Desoto for the fourth member of the Dallas Central Appraisal District Board of Directors. She also explained that the election process requires a runoff since not any one candidate received a majority of the votes (30 of the eligible votes). She also stated the Brett Franks of Sasche sent a letter of endorsement.

- 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 halfcourt at Heard Park; providing for a severability clause; and providing an effective date (City Manager)**

City Manager Stallings stated this is an Economic Development Corporation project for a basketball half-court to be constructed at Heard Park.

Councilmember Hernandez stated this would allow children a legal place to play basketball.

In response to a question by Councilmember Epps, Councilmember Hernandez stated one basketball goal would be constructed at Heard Park.

- 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)

Public Works Director Ryan explained this Resolution approves Garver, LLC. for the roadway design and related services for Hall Road from Shady Lane to Catherine Lane.

Councilmember Hernandez asked if Garver, LLC. will include the removal of the concrete. Public Works Director Ryan stated the City of Seagoville will be allowed to choose from two options that Garver, LLC. will provide.

- 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)**

Public Works Director Ryan explained this Resolution approves 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 cent (\$119, 228.00).

- 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)**

Public Works Director Ryan explained this Resolution approves 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).

- 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)**

Public Works Director Ryan stated this Resolution approves 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). He also stated this the Northern Basin Interceptor Project will impact 1.06 acres of the Wetlands and we are required to purchase mitigation credits.

- 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)**

City Attorney Thomas explained this Ordinance amends the Code of Ordinances by amending Chapter 11, “Health and Sanitation”, by adding a new Article 11.05 “Multi-Family Licensing and Inspection”. She also explained this allow for self-inspection by owners of multi-family apartment complexes anytime a tenant change. It also does not require the City to perform all of the inspection but it does allow the City some oversight.

- 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)**

City Attorney Thomas stated this Resolution amends the Master Fee Schedule to provide for fees related to multi-family licensing and inspection.

B. Receive an update concerning Public Works

Public Works Director Ryan provided an update concerning Public Works project.

Adjourned at 6:56 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
JANUARY 24, 2022**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:05 p.m. on Monday, January 24, 2022, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, City Attorney Victoria Thomas, Director of Public Works Chris Ryan, 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.*

Mayor’s Report – *None.*

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

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 20, 2021 (City Secretary)

Motion to approve City Council Meeting minutes for December 20, 2021 – Hernandez, seconded by Magill; motion passed with all ayes. 3/0

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)

Motion to approve 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 – Epps, seconded by Hernandez; motion passed with all ayes. 3/0

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)

Motion to approve 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 – Magill, seconded by Hernandez; motion passed with all ayes. 3/0

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)

Motion to table Item #4 to the next meeting due to Councilmember Howard’s absence – Hernandez, seconded by Magill; motion passed with all ayes. 3/0

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)

Motion to cast a vote for Michael Hurtt of Desoto – Hernandez, seconded by Magill; motion passed with all ayes. 3/0

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 halfcourt at Heard Park; providing for a severability clause; and providing an effective date (City Manager)

Mayor Childress stated this is the first reading and action is not required at this time.

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)

Motion to approve 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 – Epps, seconded by Magill; motion passed with all ayes. 3/0

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)

Motion to approve 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 – Hernandez, seconded by Magill; motion passed with all ayes. 3/0

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)

Motion to approve 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 – Magill, seconded by Hernandez; motion passed with all ayes. 3/0

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)

Motion to approve 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 – Hernandez, seconded by Magill; motion passed with all ayes. 3/0

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)

Motion to table Item #11 to the next Council Meeting, Monday, February 7, 2022 due to Mayor Pro Tem Fruin’s absence – Epps.

Councilmember Epps amended his motion to table Items #11 and #12 to the next Council Meeting, Monday, February 7, 2022 due to Mayor Pro Tem Fruin’s absence, seconded by Hernandez; motion passed with all ayes. 3/0

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.

None.

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.

None.

15. Recessed Into Executive Session at 7:14 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 Legal advice regarding the Contract Negotiations for the Police Department Design Build Project

16. Reconvened Into Regular Session at 8:37 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 Legal advice regarding the Contract Negotiations for the Police Department Design Build Project

No action taken.

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)

Motion to approve 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 – Magill, seconded by Hernandez; motion passed with all ayes. 3/0

Adjourned at 8:38 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Consent Session Agenda Item: 2

Meeting Date: February 7, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution ordering the General Election to be held May 7, 2022.

Discutir y considerar la aprobacion de una resolucion que ordene que las elecciones generals se celebren el 7 de Mayo de 2022.

Thảo luận và xem xét thông qua Nghị quyết ra lệnh Tổng tuyển cử tổ chức ngày 7 tháng 5 năm 2022 (Bí thư Thành phố)

BACKGROUND OF ISSUE:

This year's General Election is on May 7, 2022 and includes the City Council Offices of Council Place 1, Place 3, and Place 5. The filing period for those interested in having their name on the official ballot is from Wednesday, January 19, 2022 through Friday, February 18, 2022 at 5:00 p.m. The Election Order contains pertinent dates and times for early voting, as well as locations. It also designates the Dallas County Elections Administrator as the Early Voting Clerk.

In the past we have provided notices in English and Spanish. Beginning this year we are required to provide notices in Vietnamese.

FINANCIAL IMPACT:

The financial impact will be determined when the contract with Dallas County is finalized.

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution – Calling General Election (English)
Resolution – Calling General Election (Spanish)
Resolution – Calling General Election (Vietnamese)

CITY OF SEAGOVILLE

RESOLUTION NO. __-R-2022

A RESOLUTION AUTHORIZING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 7, 2022 FOR THE PURPOSE OF ELECTING PERSONS TO THE OFFICES OF COUNCILMEMBER PLACES 1, 3, AND 5; AUTHORIZING A JOINT ELECTION WITH OTHER DALLAS COUNTY POLITICAL SUBDIVISIONS; AUTHORIZING A CONTRACT FOR ELECTION SERVICES WITH DALLAS COUNTY; PROVIDING FOR A RUNOFF DATE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the general election for the City of Seagoville, as set forth by the Texas Election Code, is required to be held on May 7, 2022, at which time the voters will elect persons to the offices of City Council Places 1, 3, and 5; and

WHEREAS, in accordance with Section 271.002 of the Texas Election Code, the City election will be conducted jointly with other political subdivisions of Dallas County, Texas; and

WHEREAS, the City Council of the City of Seagoville finds it to be in the public interest to call the foregoing election and to enter into a contract with Dallas County to conduct said election jointly with other Dallas County government entities.

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

SECTION 1. A general municipal election is hereby ordered to be held on the 7th day of May, 2022 for the purpose of allowing the qualified voters of the City of Seagoville to elect one Councilmember for Place 1 to serve a two (2) year term, one Councilmember for Place 3 to serve a two (2) year term, and one Councilmember for Place 5 to serve a two (2) year term.

SECTION 2. The election will be conducted jointly with other political subdivisions in Dallas County on May 7, 2022, pursuant to Chapters 31 and 271, Texas Election Code and a Joint Election Agreement and Election Services Contract by and between the City of Seagoville, Dallas County, and other political subdivisions (the "Joint Elections Agreement").

SECTION 3. The election precinct and polling place of said elections shall be as follows:

City Voting Precinct
Seagoville City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Election polls shall open on Election Day at 7:00 a.m. and close at 7:00 p.m.

SECTION 4. Pursuant to the Joint Elections Agreement, Michael Scarpello, the Dallas County Elections Administrator, shall serve as Election Administrator for the election.

SECTION 5. All election officials shall be the officials appointed to such positions by the Election Administrator from the list of proposed election judges listed in an attachment to the Joint Elections Agreement or as otherwise selected pursuant to the terms of the Joint Elections Agreement, and to the extent required by law, those election officials are hereby so appointed.

SECTION 6. An Early Voting Ballot Board is hereby created pursuant to Section 87.001 of the Texas Election Code. The Early Voting Ballot Board shall be made up of members appointed in the manner stated in the Joint Elections Agreement and the Presiding Judge and Alternate Presiding Judge of the Early Voting Ballot Board shall be the election officials listed in the Joint Election Agreement.

SECTION 7. Early voting by personal appearance will be held jointly with other Dallas County public entities at Dallas County's Main Early Voting Site located at the George L. Allen Sr. Courts Building, 600 Commerce Street, Dallas, Texas 75202 beginning on Monday, April 25, 2022 and continuing through Tuesday, May 3, 2022 at the times set forth below:

<u>Early Election Dates</u>	<u>Times When Polls Are Open</u>
Monday through Saturday April 25, 2022 through April 30, 2022	8:00 a.m. until 5:00 p.m.
Sunday May 1, 2022	12:00 p.m. until 6:00 p.m.
Monday and Tuesday May 2, 2022 and May 3, 2022	7:00 a.m. until 7:00 p.m.

In addition, all qualified and registered voters may vote by early appearance at the Seagoville City Hall, 702 N. Hwy. 175, Seagoville, Texas 75159 at the dates and times set forth below:

**Seagoville City Hall
702 N. Hwy. 175
Seagoville, TX 75159**

<u>Early Election Dates</u>	<u>Time When Polls Are Open</u>
Monday through Saturday April 25, 2022 through April 30, 2022	8:00 a.m. until 5:00 p.m.
Sunday May 1, 2022	12:00 p.m. until 6:00 p.m.
Monday and Tuesday May 2, 2022 and May 3, 2022	7:00 a.m. until 7:00 p.m.

SECTION 8. Additional early voting locations will be determined per the Joint Election Agreement and Contract for Election Services with the Dallas County Election Administrator.

SECTION 9. The Dallas County Election Administrator is hereby appointed to serve as the Early Voting Clerk and the Election Administrator's permanent county employees are appointed as deputy early voting clerks.

Applications for early voting may be submitted by mail, carrier, delivery, fax, or email, and must be received by the Early Voting Clerk between January 1, 2022 and April 26, 2022.

Applications for ballot by mail shall be mailed to:

Michael Scarpello Early Voting Clerk
Dallas County Elections Operations Facility
1520 Round Table Drive
Dallas, TX 75247

Applications for ballots by mail must be received no later than the close of business on Tuesday, April 26, 2022.

Applications for early voting should be faxed to 214-819-6303.

Applications for early voting should be e-mailed to: evapplications@dallascounty.org

SECTION 10. Notice of the election shall be published once in the official newspaper of the City not earlier than the 30th day or later than the 10th day before Election Day and shall be posted on the front window used to publish notice of City Council meetings not later than the 21st day before Election Day. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice and the person posting the notice shall make a record at the time of posting stating the date and place of posting.

SECTION 11. The first day for a candidate to file an application for a place on the ballot with the City Secretary for the election is no earlier than January 19, 2022, at 9 a.m., with the last day for filing to be no later than February 18, 2022 at 5:00 p.m., in accordance with Sections 143.006 and 143.007 of the Election Code.

SECTION 12. The election shall be conducted pursuant to the Charter of the City and the election laws of the State of Texas. The candidate for each office receiving a majority of all votes cast for all candidates shall be elected to serve such term of office or until his or her successor is duly elected and qualified.

SECTION 13. In the event no candidate for one of the offices to be elected in the foregoing election receives a majority of all votes cast for all the candidates for such office, a runoff election shall be called and held on June 18, 2022 for such office as provided for by the Charter of the City and the State Election Code.

SECTION 14. This resolution shall be construed with any action of the Dallas County Commissioners Court providing for the conduct of a joint election with other public entities as herein contemplated.

SECTION 15. The City Manager is hereby authorized to negotiate and execute a contract for a joint election and election services with Dallas County as the authorized representative of the City.

SECTION 16. The City Secretary is hereby authorized and directed to file, publish and/or post, in the time and manner prescribed by law, all notices required to be so filed, published and/or posted in connection with the conduct of this election.

SECTION 17. This resolution shall be effective immediately upon adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS,
THIS THE 7th DAY OF FEBRUARY 2022.**

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED:

Victoria W. Thomas, City Attorney

CIUDAD DE SEAGOVILLE

RESOLUCIÓN NÚM. __ -R-2022

UNA RESOLUCIÓN QUE AUTORIZA A ELECCIONES MUNICIPALES GENERALES PARA EL DÍA 7 DE MAYO DE 2022 CON EL FIN DE ELEGIR PERSONAS PARA LOS CARGOS DE LUGARES CONCEJALES 1, 3 Y 5; AUTORIZAR UNA ELECCIÓN CONJUNTA CON OTRAS SUBDIVISIONES POLÍTICAS DEL CONDADO DE DALLAS; AUTORIZACIÓN DE UN CONTRATO PARA SERVICIOS ELECTORALES CON EL CONDADO DE DALLAS; PROPORCIONAR UNA FECHA DE RESULTADO; Y PROPORCIONAR UNA FECHA EFECTIVA.

POR CUANTO, las elecciones generales para la ciudad de Seagoville, según lo establece el Código Electoral de Texas, deben celebrarse el 7 de mayo de 2022, momento en el cual los votantes elegirán personas para los cargos de los puestos 1, 3 y 3 del Concejo Municipal. y 5; y

POR CUANTO, de acuerdo con la Sección 271.002 del Código Electoral de Texas, la elección de la Ciudad se llevará a cabo conjuntamente con otras subdivisiones políticas del Condado de Dallas, Texas; y

POR CUANTO, el Concejo Municipal de la Ciudad de Seagoville considera de interés público convocar las elecciones anteriores y celebrar un contrato con el condado de Dallas para realizar dichas elecciones en forma conjunta con otras entidades gubernamentales del condado de Dallas.

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

SECCIÓN 1. Por la presente se ordena que se celebre una elección municipal general el 7 de mayo de 2022 con el fin de permitir que los votantes calificados de la Ciudad de Seagoville elijan a un Concejal para el Lugar 1 para servir un término de dos (2) años , un Concejal para el Lugar 3 para servir un término de dos (2) años, y un Concejal para el Lugar 5 para servir un término de dos (2) años.

SECCIÓN 2. La elección se llevará a cabo conjuntamente con otras subdivisiones políticas en el condado de Dallas el 7 de mayo de 2022, de conformidad con los Capítulos 31 y 271 del Código Electoral de Texas y un Acuerdo de Elección Conjunta y Contrato de Servicios Electorales entre la Ciudad de Seagoville, Dallas Condado y otras subdivisiones políticas (el "Acuerdo de Elecciones Conjuntas").

SECCIÓN 3. El recinto electoral y el lugar de votación de dichas elecciones serán los siguientes:

Recinto electoral de la ciudad
Ayuntamiento de Seagoville
702 N. Carretera 175
Seagoville, Texas 75159

Los colegios electorales abrirán el día de las elecciones a las 7:00 a.m. y cerrarán a las 7:00 p. m.

SECCIÓN 4. De conformidad con el Acuerdo de Elecciones Conjuntas, Michael Scarpello, el Administrador de Elecciones del Condado de Dallas, actuará como Administrador de Elecciones para la elección.

SECCIÓN 5. Todos los funcionarios electorales serán los funcionarios designados para dichos puestos por el Administrador de Elecciones de la lista de jueces electorales propuestos que se enumeran en un anexo al Acuerdo de Elecciones Conjuntas o que hayan sido seleccionados de otro modo de conformidad con los términos del Acuerdo de Elecciones Conjuntas, y para en la medida requerida por la ley, dichos funcionarios electorales quedan así designados.

SECCIÓN 6. Por la presente se crea una Junta de Boletas de Votación Anticipada de conformidad con la Sección 87.001 del Código Electoral de Texas. La Junta de Boletas de Votación Anticipada estará compuesta por miembros designados de la manera establecida en el Acuerdo de Elecciones Conjuntas y el Juez Presidente y el Juez Presidente Suplente de la Junta de Boletas de Votación Anticipada serán los funcionarios electorales enumerados en el Acuerdo de Elecciones Conjuntas.

SECCIÓN 7. La votación anticipada en persona se llevará a cabo junto con otras entidades públicas del condado de Dallas en el sitio principal de votación anticipada del condado de Dallas ubicado en George L. Allen Sr. Courts Building, 600 Commerce Street, Dallas, Texas 75202 a partir del lunes de abril. 25 de mayo de 2022 y hasta el martes 3 de mayo de 2022 en los horarios establecidos a continuación:

<u>Fechas de elecciones anticipadas</u>	<u>Horas en que las urnas están abiertas</u>
Lunes a sábado 25 de abril de 2022 al 30 de abril de 2022	8:00 am hasta las 5:00 pm
domingo 1 de mayo de 2022	12:00 pm. hasta las 6:00 pm
Lunes y martes 2 de mayo de 2022 y 3 de mayo de 2022	7:00 am hasta las 7:00 pm

Además, todos los votantes calificados y registrados pueden votar por aparición anticipada en el Ayuntamiento de Seagoville, 702 N. Hwy. 175, Seagoville, Texas 75159 en las fechas y horarios establecidos a continuación:

**Ayuntamiento de Seagoville
702 N. Carretera. 175
Seagoville, TX 75159**

<u>Fechas de elecciones anticipadas</u>	<u>Horas en que las urnas están abiertas</u>
Lunes a sábado 25 de abril de 2022 al 30 de abril de 2022	8:00 am hasta las 5:00 pm
domingo 1 de mayo de 2022	12:00 pm hasta las 6:00 pm
Lunes y martes 2 de mayo de 2022 y 3 de mayo de 2022	7:00 am hasta las 7:00 pm

SECCIÓN 8. Los lugares de votación anticipada adicionales se determinarán según el Acuerdo de Elección Conjunta y el Contrato de Servicios Electorales con el Administrador de Elecciones del Condado de Dallas.

SECCIÓN 9. Por la presente, se designa al Administrador de Elecciones del Condado de Dallas para que se desempeñe como Secretario de Votación Anticipada y los empleados permanentes del condado del Administrador de Elecciones se designan como secretarios adjuntos de votación anticipada.

Las solicitudes para la votación anticipada se pueden enviar por correo, servicio de mensajería, entrega, fax o correo electrónico, y el secretario de votación anticipada debe recibirlas entre el 1 de enero de 2022 y el 26 de abril de 2022.

Las solicitudes de boletas por correo se enviarán por correo a:

Michael Scarpello Secretario de Votación Anticipada
Centro de operaciones electorales del condado de Dallas
Unidad de mesa redonda 1520
Dallas, TX 75247

Las solicitudes de boletas por correo deben recibirse antes del cierre de operaciones del martes 26 de abril de 2022.

Las solicitudes para la votación anticipada deben enviarse por fax al 214-819-6303.

Las solicitudes para la votación anticipada deben enviarse por correo electrónico a: evapplications@dallascounty.org

SECCIÓN 10. El aviso de la elección se publicará una vez en el periódico oficial de la Ciudad no antes del día 30 ni después del día 10 antes del Día de la Elección y se colocará en la ventana frontal utilizada para publicar el aviso de las reuniones del Concejo Municipal no después del día 21 antes del día de las elecciones. Se conservará una copia del aviso publicado que contenga el nombre del periódico y la fecha de publicación como registro de dicho aviso y la persona que publique el aviso hará un registro en el momento de la publicación indicando la fecha y el lugar de publicación.

SECCIÓN 11. El primer día para que un candidato presente una solicitud para un lugar en la boleta electoral ante el Secretario de la Ciudad para la elección no es antes del 19 de enero de 2022 a las 9 a. m., y el último día para presentar la solicitud no es posterior al 18 de febrero de 2022 a las 5:00 pm, de conformidad con las Secciones 143.006 y 143.007 del Código Electoral.

SECCIÓN 12. La elección se llevará a cabo de conformidad con la Carta Constitutiva de la Ciudad y las leyes electorales del Estado de Texas. El candidato para cada cargo que reciba la mayoría de todos los votos emitidos para todos los candidatos será elegido para cumplir dicho mandato o hasta que su sucesor sea debidamente elegido y calificado.

SECCIÓN 13. En caso de que ningún candidato para uno de los cargos que se elegirán en la elección anterior reciba la mayoría de todos los votos emitidos para todos los candidatos para dicho cargo, se convocará y llevará a cabo una segunda vuelta el 18 de junio de 2022 para dicho cargo. cargo según lo dispuesto por la Carta Orgánica de la Ciudad y el Código Electoral del Estado.

SECCIÓN 14. Esta resolución se interpretará como cualquier acción del Tribunal de Comisionados del Condado de Dallas que disponga la realización de una elección conjunta con otras entidades públicas según lo aquí contemplado.

SECCIÓN 15. Por la presente, se autoriza al Administrador de la Ciudad a negociar y ejecutar un contrato para una elección y servicios electorales conjuntos con el Condado de Dallas como representante autorizado de la Ciudad.

SECCIÓN 16. Por la presente, se autoriza y ordena al Secretario de la Ciudad que presente, publique y/o publique, en el tiempo y la forma prescritos por la ley, todos los avisos que deban presentarse, publicarse y/o publicarse en relación con la realización de esta elección.

SECCIÓN 17. Esta resolución entrará en vigor inmediatamente después de su adopción.

APROBADO Y APROBADO POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE SEAGOVILLE, TEXAS, ESTE DÍA 7 DE FEBRERO DE 2022.

APROBADO:

Dennis K. Childress, Alcalde

DAR FE:

Kandi Jackson, secretaria de la ciudad

APROBADO:

Victoria W. Thomas, abogada municipal

THÀNH PHỐ SEAGOVILLE

GIẢI QUYẾT SỐ. __-R-2022

NGHỊ QUYẾT CHO PHÉP BẦU CỬ CHÍNH QUYỀN ĐƯỢC ĐẾN CHUNG VÀO NGÀY 7/5/2022 VÌ MỤC ĐÍCH BẦU CỬ CÁC CÁ NHÂN VÀO CÁC CHỨC VỤ CỦA HỘI ĐỒNG THÀNH VIÊN NƠI 1, 3, VÀ 5; ỦY QUYỀN BẦU CỬ LIÊN DOANH VỚI CÁC ĐỐI TƯỢNG CHÍNH TRỊ CỦA QUẬN HAT DALLAS; ỦY QUYỀN HỢP ĐỒNG DỊCH VỤ BẦU CỬ VỚI QUỐC GIA DALLAS; CUNG CẤP CHO NGÀY RUNOFF; VÀ CUNG CẤP NGÀY HIỆU QUẢ.

XÉT RẰNG, cuộc tổng tuyển cử cho Thành phố Seagoville, theo quy định của Bộ luật Bầu cử Texas, bắt buộc phải được tổ chức vào ngày 7 tháng 5 năm 2022, lúc đó cử tri sẽ bầu người vào các văn phòng của Hội đồng Thành phố Địa điểm 1, 3, và 5; và

XÉT RẰNG, theo Mục 271.002 của Bộ luật Bầu cử Texas, cuộc bầu cử của Thành phố sẽ được tiến hành cùng với các phân khu chính trị phụ can của Quận Dallas, Texas; và

XÉT RẰNG, Hội đồng Thành phố của Thành phố Seagoville thấy rằng việc kêu gọi cuộc bầu cử sắp tới là vì lợi ích công cộng và ký kết hợp đồng với Quận Dallas để tiến hành cuộc bầu cử nói trên cùng với các tổ chức khác của chính quyền Quận Dallas.

VI, VẬY, DO HỘI ĐỒNG THÀNH PHỐ CỦA THÀNH PHỐ SEAGOVILLE, TEXAS GIẢI PHÁP NHU SAU:

PHẦN 1. Một cuộc bầu cử chung của thành phố theo đây được lệnh tổ chức vào ngày 7 tháng 5 năm 2022 với mục đích cho phép các cử tri đủ tiêu chuẩn của Thành phố Seagoville bầu một Ủy viên Hội đồng cho Địa điểm 1 để phục vụ nhiệm kỳ hai (2) năm. , một Ủy viên Hội đồng cho Địa điểm 3, phục vụ nhiệm kỳ hai (2) năm và một Ủy viên Hội đồng cho Địa điểm 5, phục vụ nhiệm kỳ hai (2) năm.

PHẦN 2. Cuộc bầu cử sẽ được tiến hành cùng với các phân khu chính trị khác ở Hạt Dallas vào ngày 7 tháng 5 năm 2022, theo Chương 31 và 271, Bộ luật Bầu cử Texas và Thỏa thuận bầu cử chung và Hợp đồng Dịch vụ Bầu cử giữa và giữa Thành phố Seagoville, Dallas Quận và các phân khu chính trị khác (“Thỏa thuận bầu cử chung”).

PHẦN 3. Khu vực bầu cử và địa điểm bỏ phiếu của các cuộc bầu cử nói trên sẽ như sau:

Khu bỏ phiếu thành phố
Tòa thị chính Seagoville
702 N. Hwy 175
Seagoville, Texas 75159

Các phòng phiếu bầu cử sẽ mở vào Ngày Bầu cử lúc 7 giờ sáng và đóng cửa lúc 7 giờ tối.

PHẦN 4. Căn cứ vào Thỏa thuận Bầu cử Chung, Michael Scarpello, Quản trị viên Bầu cử của Hạt Dallas, sẽ là Quản trị viên Bầu cử cho cuộc bầu cử.

PHẦN 5. Tất cả các quan chức bầu cử sẽ là các quan chức được Quản trị viên bầu cử bổ nhiệm vào các vị trí đó từ danh sách các thẩm phán bầu cử được đề xuất được liệt kê trong tài liệu đính kèm của Thỏa thuận bầu cử chung hoặc được lựa chọn theo cách khác theo các điều khoản của Thỏa thuận bầu cử chung, và mức độ yêu cầu của pháp luật, các quan chức bầu cử đó do đó được bổ nhiệm.

PHẦN 6. Ban Bỏ Phiếu Sớm được thành lập theo Mục 87.001 của Bộ Luật Bầu Cử Texas. Ban Bỏ phiếu Sớm bao gồm các thành viên được chỉ định theo cách thức được nêu trong Thỏa thuận bầu cử chung và Thẩm phán chủ tọa và Chủ tọa dự khuyết của Ban bỏ phiếu sớm sẽ là các quan chức bầu cử được liệt kê trong Thỏa thuận bầu cử chung.

PHẦN 7. Bỏ phiếu sớm bằng hình thức cá nhân sẽ được tổ chức chung với các tổ chức công cộng khác của Quận Dallas tại Địa điểm Bỏ phiếu sớm Chính của Quận Dallas nằm tại Tòa nhà George L. Allen Sr., 600 Commerce Street, Dallas, Texas 75202 bắt đầu từ Thứ Hai, Tháng Tư 25, 2022 và tiếp tục đến Thứ Ba, ngày 3 tháng 5 năm 2022 vào các thời điểm được nêu dưới đây:

Ngày bầu cử sớm

Thời gian khi cuộc thăm dò được mở

Thứ Hai đến Thứ Bảy, ngày 25 tháng 4 năm 2022 đến ngày 30 tháng 4 năm 2022

8 giờ sáng đến 5 giờ chiều

Chủ nhật ngày 1 tháng 5 năm 2022

12 giờ đêm cho đến 6 giờ chiều

Thứ hai và thứ ba ngày 2 tháng 5 năm 2022 và ngày 3 tháng 5 năm 2022

7:00 sáng đến 7:00 tối

Ngoài ra, tất cả các cử tri đủ điều kiện và đã đăng ký có thể bỏ phiếu bằng cách xuất hiện sớm tại Seagoville City Hall, 702 N. Hwy. 175, Seagoville, Texas 75159 vào các ngày và giờ được nêu dưới đây:

**Tòa thị chính Seagoville
702 N. Hwy. 175
Seagoville, TX 75159**

Ngày bầu cử sớm

Thời gian khi các cuộc thăm dò ý kiến được mở

Thứ Hai đến Thứ Bảy, ngày 25 tháng 4 năm 2022 đến ngày 30 tháng 4 năm 2022

8 giờ sáng đến 5 giờ chiều

Chủ nhật ngày 1 tháng 5 năm 2022

12 giờ đêm cho đến 6 giờ chiều

Thứ hai và thứ ba ngày 2 tháng 5 năm 2022 và ngày 3 tháng 5 năm 2022

7:00 sáng đến 7:00 tối

PHẦN 8. Các địa điểm bỏ phiếu sớm bổ sung sẽ được xác định theo Thỏa thuận Bầu cử Chung và Hợp đồng Dịch vụ Bầu cử với Quản trị viên Bầu cử Quận Dallas.

PHẦN 9. Theo đây, Quản trị viên Bầu cử của Quận Dallas được bổ nhiệm làm Thư ký Bỏ phiếu Sớm và các nhân viên thường trú tại quận của Quản trị viên Bầu cử được bổ nhiệm làm phó thư ký bỏ phiếu sớm.

Đơn đăng ký bỏ phiếu sớm có thể được gửi qua thư, nhà cung cấp dịch vụ, chuyển phát, fax hoặc email và phải được Thư ký bỏ phiếu sớm nhận trong khoảng thời gian từ ngày 1 tháng 1 năm 2022 đến ngày 26 tháng 4 năm 2022.

Đơn xin bỏ phiếu qua đường bưu điện sẽ được gửi đến:

Michael Scarpello Thư ký Bỏ phiếu Sớm
Cơ sở Điều hành Bầu cử Quận Dallas
Ổ đĩa bàn tròn 1520
Dallas, TX 75247

Đơn xin phiếu bầu qua đường bưu điện phải được nhận không muộn hơn ngày kết thúc kinh doanh vào Thứ Ba, ngày 26 tháng 4 năm 2022.

Các đơn xin bỏ phiếu sớm phải được gửi qua fax đến 214-819-6303.

Đơn đăng ký bỏ phiếu sớm phải được gửi qua e-mail: evapplication@dallascounty.org

PHẦN 10. Thông báo về cuộc bầu cử sẽ được đăng một lần trên tờ báo chính thức của Thành phố không sớm hơn ngày thứ 30 hoặc muộn hơn ngày thứ 10 trước Ngày Bầu cử và sẽ được dán trên cửa sổ trước dùng để đăng thông báo về các cuộc họp của Hội đồng Thành phố. muộn hơn ngày 21 trước Ngày bầu cử. Bản sao của thông báo đã xuất bản có tên báo và ngày xuất bản sẽ được lưu giữ làm hồ sơ thông báo và người đăng thông báo phải lập biên bản tại thời điểm đăng, ghi rõ ngày và địa điểm đăng.

PHẦN 11. Ngày đầu tiên ứng cử viên nộp đơn xin một vị trí trong lá phiếu với Bí thư Thành phố để tranh cử không sớm hơn ngày 19 tháng 1 năm 2022, lúc 9 giờ sáng, và ngày cuối cùng nộp đơn không muộn hơn Ngày 18 tháng 2 năm 2022 lúc 5:00 chiều, theo Mục 143.006 và 143.007 của Bộ luật bầu cử.

PHẦN 12. Cuộc bầu cử sẽ được tiến hành theo Điều lệ của Thành phố và luật bầu cử của Tiểu bang Texas. Ứng cử viên cho mỗi chức vụ nhận được đa số phiếu bầu cho tất cả các ứng cử viên sẽ được bầu để phục vụ nhiệm kỳ đó hoặc cho đến khi người kế nhiệm của họ được bầu hợp lệ và đủ tiêu chuẩn.

PHẦN 13. Trong trường hợp không có ứng cử viên nào cho một trong các chức vụ sẽ được bầu trong cuộc bầu cử nói trên nhận được đa số phiếu bầu cho tất cả các ứng cử viên cho chức vụ đó, một cuộc bầu cử bỏ phiếu sẽ được gọi và tổ chức vào ngày 18 tháng 6 năm 2022 cho điều đó văn phòng theo quy định của Điều lệ Thành phố và Bộ luật Bầu cử Tiểu bang.

PHẦN 14. Nghị quyết này sẽ được hiểu theo bất kỳ hành động nào của Tòa án Ủy viên Quận Dallas quy định việc tiến hành một cuộc bầu cử chung với các tổ chức công cộng khác như đã dự tính ở đây.

PHẦN 15. Theo đây, Giám đốc Thành phố được ủy quyền thương lượng và thực hiện hợp đồng cho các dịch vụ bầu cử và bầu cử chung với Quận Dallas với tư cách là đại diện được ủy quyền của Thành phố.

PHẦN 16. Theo đây, Bí thư Thành phố được ủy quyền và chỉ đạo nộp hồ sơ, xuất bản và / hoặc đăng, theo thời gian và cách thức được luật pháp quy định, tất cả các thông báo cần thiết phải được nộp, xuất bản và / hoặc đăng liên quan đến việc tiến hành cuộc bầu cử này .
MỤC

PHẦN 17. Nghị quyết này sẽ có hiệu lực ngay sau khi được thông qua.

ĐƯỢC HỘI ĐỒNG THÀNH PHỐ CỦA THÀNH PHỐ SEAGOVILLE, TEXAS PHÉP VÀ PHÊ DUYỆT, NGÀY 7 THÁNG 2 NĂM 2022.

CHẤP THUẬN:

Dennis K. Childress, Thị trưởng

CHÚ Ý:

Kandi Jackson, Bí thư Thành phố

CHẤP THUẬN:

Victoria W. Thomas, Luật sư Thành phố

Regular Session Agenda Item: 3

Meeting Date: February 7, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the Mayor to accept and file the Police Department's 2021 Racial Profiling Report, providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

In 2002, the State Legislature passed a law that requires Texas law enforcement agencies to submit their previous calendar year "racial profiling information" to their "governing body" before March 1, of the following year. For example, the 2021 Racial Profiling Report must be submitted to the City Council before March 1, 2022.

The Seagoville Police Department, in compliance with Senate Bill 1074 and all aspects of the "Texas Racial Profiling Law" and reporting agencies. The Department's 2021 Racial Profiling Report has been audited, analyzed and prepared for presentation to the City's governing body by Dr. Alejandro (Alex) Del Carmen. This document is presented to City Council in a bound document and electronically submitted to TCOLE the Texas Commission on Law Enforcement.

The 2021 Racial Profiling Report contains the information as required by SB 1849 also known as the Sandra Bland Act, which will include information pertaining to verbal warnings, arrest made where there is no citation issued, and use of force. Additionally, Dr. Del Carmen has performed analysis pertaining to vehicle searches as required by the Sandra Bland act to ensure that our agency is in full compliance and following best practices. The statistical information pertaining to this report is collected through the CRIMES Records Management and Racial Profiling data collection.

FINANCIAL IMPACT:

There are some costs incurred with the services provided by Del Carmen Consulting L.L.C., however, the documented assurance of compliance with all aspects of the Racial Profiling laws as written is well worth the peace of mind.

RECOMMENDATION:

Staff recommends Council approve the 2021 Annual Racial Profiling Report as presented.

EXHIBITS:

- A. 2021 Racial Profiling Report
- B. 2021 Racial Profiling Resolution
- C. Dr. Alex Del Carmen Bio
- D. 2021 Annual Racial Profiling Report Power Point

2021 Racial Profiling Report

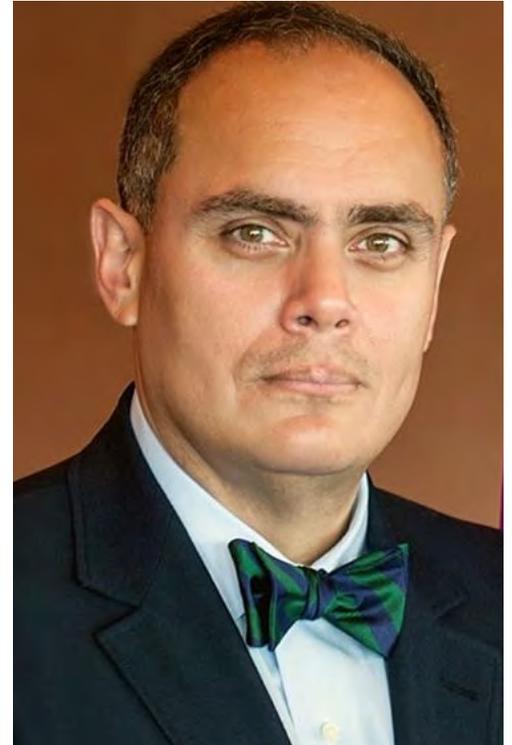
Seagoville Police Department



"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."

-Quote by Geneva Reed (Mother of Sandra Bland)

January 12, 2022
Seagoville City Council
702 N. U.S. Highway 175
Seagoville, Texas 75159



Dear Distinguished Members of the City Council,

The Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted in 2001, the Texas Racial Profiling Law. During the past year, the Seagoville Police Department, in accordance with the law, has collected and reported traffic and motor vehicle-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified and additional requirements were implemented. Moreover, in 2017, the Sandra Bland Act was passed and signed into law (along with HB 3051 which introduced new racial and ethnic designations). The Sandra Bland Law requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. All of these requirements have been met by the Seagoville Police Department and are included in this report.

This particular report contains three sections with information on motor vehicle-related contact data. In addition, when appropriate, documentation is also a component of this report, aiming at demonstrating the manner in which the Seagoville Police Department has complied with the Texas Racial Profiling Law. In section 1, you will find the table of contents. In section 2, the report includes documentation which demonstrates compliance by the Seagoville Police Department relevant to the requirements as established in the Texas Racial Profiling Law. That is, you will find documents relevant to the training of all police personnel on racial profiling prevention and the institutionalization of the compliment and complaint processes, as required by law.

In section 3, the report includes statistical data relevant to contacts (as defined by the law) which were made during the course of motor vehicle stops that took place between 1/1/21 and 12/31/21. In addition, this section contains the Tier 2 form, which is required to be submitted to this particular organization and the law enforcement agency's local governing authority, by March 1st of each year. The data in this report has been analyzed and compared to information derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report.

The last section of the report contains the original draft of the Texas Racial Profiling Law, SB1074, as well as the Sandra Bland Act (current law). Also, in this section, a list of requirements relevant to the Racial Profiling Law, as established by TCOLE (Texas Commission on Law Enforcement) is included. The findings in this report serve as evidence of the Seagoville Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

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PUBLIC EDUCATION ON RESPONDING TO COMPLIMENTS AND COMPLAINTS

Informing the Public on the Process of Filing a Compliment or Complaint with the Seagoville Police Department

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the Seagoville Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a Seagoville Police officer. In addition, each time an officer issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All Seagoville Police officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Seagoville Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of Seagoville has been included in this report.

It is important to recognize that the Chief of the Seagoville Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Seagoville Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.



RACIAL PROFILING
COURSE NUMBER 3256
TEXAS COMMISSION ON LAW ENFORCEMENT
SEPTEMBER 2001

Racial Profiling 3256

Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

Length of Course: A suggested instructional time of 4 hours

Material Requirements: Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

Instructor Qualifications: Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at <http://www.tcleose.state.tx.us>.

Racial Profiling 3256

1.0 RACIAL PROFILING AND THE LAW

1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.

1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

Racial Profiling Requirements:

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

A. Written departmental policies

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

B. Not prima facie evidence

C. Feasibility of use of video equipment

D. Data does not identify officer

E. Copy of complaint-related video evidence to officer in question

F. Vehicle stop report

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

G. Compilation and analysis of data

H. Exemption from reporting - audio/video equipment

I. Officer non-liability

J. Funding

K. Required training in racial profiling

1. Police chiefs
2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) – see legislation 77R-SB1074

1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)

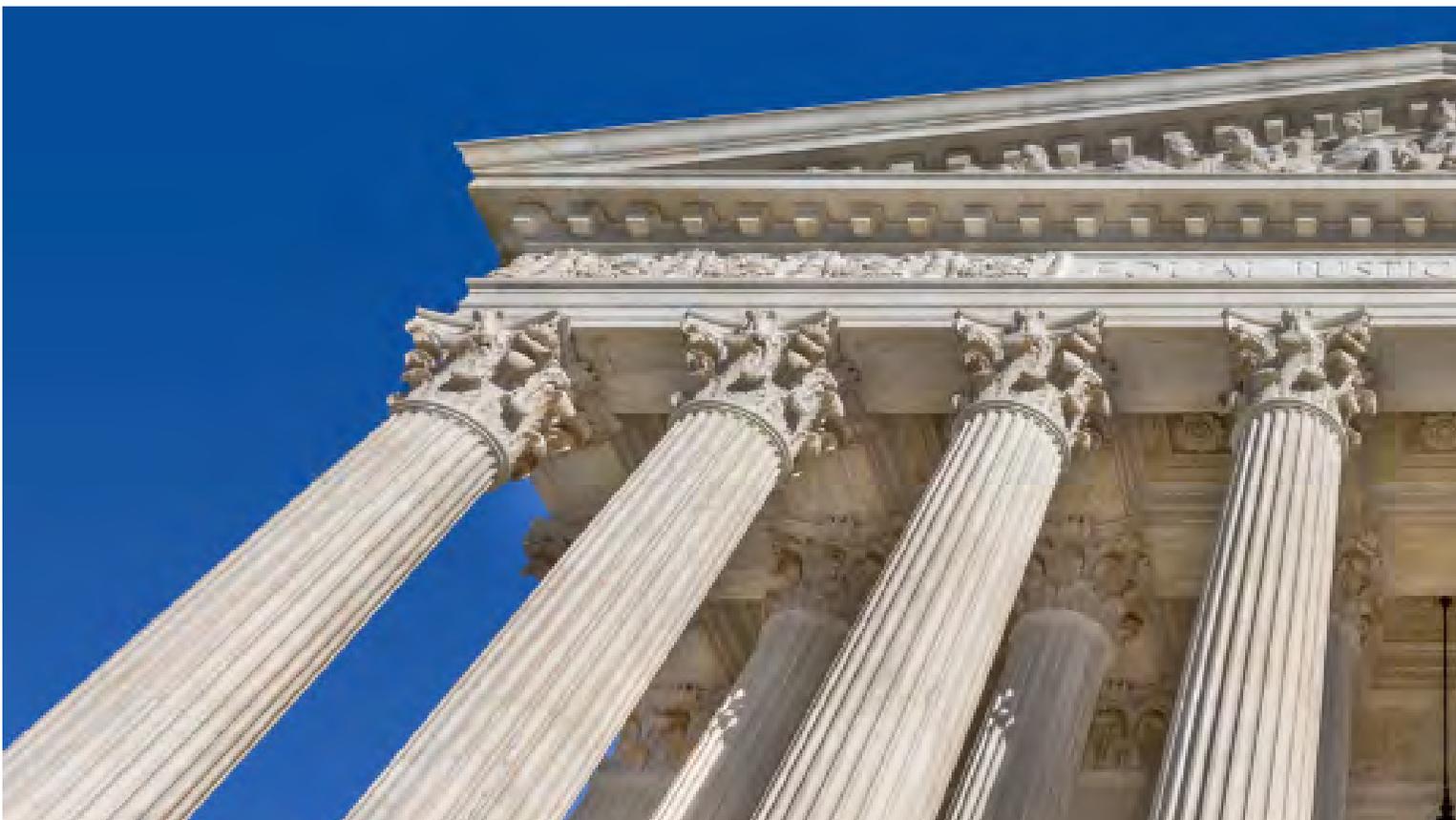
1. Motor vehicle search exemption
2. Traffic violation acceptable as pretext for further investigation
3. Selective enforcement can be challenged

B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)

1. Stop & Frisk doctrine
2. Stopping and briefly detaining a person
3. Frisk and pat down

C. Other cases

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
6. New York v. Belton, 453 U.S. 454 (1981)



2.0 RACIAL PROFILING AND THE COMMUNITY

2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.

2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.

- A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.
- B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole .
- C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.
- D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop.
- E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources.





3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

- A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements
- B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)
- C. A typical traffic stop resulting from racial profiling
 1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
 2. The driver and passengers are questioned about things that do not relate to the traffic violation
 3. The driver and passengers are ordered out of the vehicle
 4. The officers visually check all observable parts of the vehicle
 5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
 6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)

3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.

- A. Drug courier profile (adapted from a profile developed by the DEA)
 1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
 2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
 3. Vehicle is rented
 4. Driver is a young male, 20-35
 5. No visible luggage, even though driver is traveling
 6. Driver was over-reckless or over-cautious in driving and responding to signals
 7. Use of air fresheners

- B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.

- A. Thinking about the totality of circumstances in a vehicle stop

- B. Vehicle exterior
 1. Non-standard repainting (esp. on a new vehicle)
 2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
 3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
 4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)

- C. Pre-stop indicators
 1. Not consistent with traffic flow
 2. Driver is overly cautious, or driver/passengers repeatedly look at police car
 3. Driver begins using a car- or cell-phone when signaled to stop
 4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)

- D. Vehicle interior
 1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
 2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

Resources

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074: <http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm>



REPORT ON COMPLIMENTS AND
RACIAL PROFILING COMPLAINTS

Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/21-12/31/21 based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.



A check above indicates that the Seagoville Police Department has not received any complaints, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of 1/1/21-12/31/21.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint Number	Alleged Violation	Disposition of the Case

Additional Comments:

TABLES ILLUSTRATING MOTOR VEHICLE-RELATED CONTACTS TIER 2 DATA

TOTAL STOPS: 5,022

**STREET ADDRESS OR APPROXIMATE
LOCATION OF STOP.**

City Street	3,943
US Highway	788
County Road	217
State Highway	2
Private Property	72

**WAS RACE OR ETHNICITY KNOWN PRIOR
TO STOP?**

Yes	24
No	4,998

RACE OR ETHNICITY

Alaska Native/American Indian	10
Asian/Pacific Islander	27
Black	931
White	2,024
Hispanic/Latino	2,030

GENDER

Female Total: 1,751

Alaska Native/American Indian	3
Asian/Pacific Islander	8
Black	391
White	702
Hispanic/Latino	647

Male Total: 3,271

Alaska Native/American Indian	7
Asian/Pacific Islander	19
Black	540
White	1,322
Hispanic/Latino	1,383

REASON FOR STOP?

Violation of Law Total: 201

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	32
White	70
Hispanic/Latino	99

Pre-existing Knowledge Total: 83

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	19
White	20
Hispanic/Latino	44

Moving Traffic Violation Total: 3,251

Alaska Native/American Indian	7
Asian/Pacific Islander	24
Black	616
White	1,252
Hispanic/Latino	1,352

TIER 2 DATA CONTINUED

Vehicle Traffic Violation Total: 1,487

Alaska Native/American Indian	3
Asian/Pacific Islander	3
Black	264
White	682
Hispanic/Latino	535

Contraband (in plain view) Total: 6

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	2
Hispanic/Latino	1

WAS SEARCH CONDUCTED?

	YES	NO
Alaska Native/American Indian	0	10
Asian/Pacific Islander	0	27
Black	37	894
White	72	1,952
Hispanic/Latino	63	1,967
TOTAL	172	4,850

Probable Cause Total: 84

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	17
White	30
Hispanic/Latino	37

Inventory Total: 18

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	9
Hispanic/Latino	6

REASON FOR SEARCH?

Consent Total: 16

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	12
Hispanic/Latino	3

Incident to arrest Total: 48

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	13
White	19
Hispanic/Latino	16

TIER 2 DATA CONTINUED

WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	0	0
Black	16	21
White	39	33
Hispanic/Latino	36	27
TOTAL	91	81

Did the finding result in arrest (total should equal previous column)?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	0	0
Black	5	11
White	14	25
Hispanic/Latino	15	21
TOTAL	34	57

DESCRIPTION OF CONTRABAND

Drugs Total: 75

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	16
White	32
Hispanic/Latino	27

Currency Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Weapons Total: 1

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	1

Alcohol Total: 4

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	1
Hispanic/Latino	3

TIER 2 DATA CONTINUED

Stolen Property Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Other Total: 11

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	6
Hispanic/Latino	5

RESULT OF THE STOP

Verbal Warning Total: 3,172

Alaska Native/American Indian	7
Asian/Pacific Islander	15
Black	618
White	1,429
Hispanic/Latino	1,103

Written Warning Total: 19

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	5
White	7
Hispanic/Latino	7

Citation Total: 1,697

Alaska Native/American Indian	3
Asian/Pacific Islander	11
Black	278
White	531
Hispanic/Latino	874

Written Warning and Arrest Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Citation and Arrest Total: 28

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	6
White	7
Hispanic/Latino	15

Arrest Total: 106

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	24
White	50
Hispanic/Latino	31

TIER 2 DATA CONTINUED

ARREST BASED ON

Violation of Penal Code Total: 34

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	7
White	11
Hispanic/Latino	16

Violation of Traffic Law Total: 5

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	4
Hispanic/Latino	1

Violation of City Ordinance Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Outstanding Warrant Total: 95

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	23
White	42
Hispanic/Latino	29

Was physical force used resulting in bodily injury during the stop?

	YES	NO
Alaska Native/American Indian	0	10
Asian/Pacific Islander	0	27
Black	0	931
White	0	2,024
Hispanic/Latino	0	2,030
TOTAL	0	5,022



TABLES ILLUSTRATING MOTOR VEHICLE RELATED CONTACT DATA



Table 1. Citations and Warnings

Race/ Ethnicity	All Contacts	Citations	Verbal Warning	Written Warning	Contact Percent	Citation Percent	Verbal Percent	Written Percent
Alaska Native/ American Indian	10	3	7	5	0%	0%	0%	26%
Asian/ Pacific Islander	27	11	15	0	1%	1%	0%	0%
Black	931	284	618	0	19%	16%	19%	0%
White	2,024	538	1,429	7	40%	31%	45%	37%
Hispanic/ Latino	2,030	889	1,103	7	40%	52%	35%	37%
TOTAL	5,022	1,725	3,172	19	100%	100%	100%	100%

Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison

Comparison of motor vehicle-related contacts with households that have vehicle access.

Race/Ethnicity	Contact Percentage	Households with Vehicle Access
Alaska Native/American Indian	0%	1%
Asian/Pacific Islander	1%	5%
Black	19%	15%
White	40%	60%
Hispanic/Latino	40%	19%
TOTAL	100%	100%

Table 3. Motor Vehicle Searches and Arrests.

Race/Ethnicity	Searches	Consent Searches	Arrests
Alaska Native/American Indian	0	0	0
Asian/Pacific Islander	0	0	1
Black	37	1	30
White	72	12	57
Hispanic/Latino	63	3	46
TOTAL	172	16	134

Table 4. Instances Where Peace Officers Used Physical Force Resulting in Bodily Injury

Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury	Arrest	Location of Stop	Reason for Stop

Table 5. Search Data

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Found No	Arrests	Percent Searches	Percent Contraband Found	Percent No Contraband	Percent Arrest
Alaska Native/ American Indian	0	0	0	0	0%	0%	0%	0%
Asian/ Pacific Islander	0	0	0	1	0%	0%	0%	1%
Black	37	16	21	30	22%	18%	26%	22%
White	72	39	33	57	42%	43%	41%	43%
Hispanic/ Latino	63	36	27	46	37%	40%	33%	34%
TOTAL	172	91	81	134	100%	100%	100%	100%

Table 6. Report on Audits.

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/21-12/31/21.

Audit Data	Number of Data Audits Completed	Date of Completion	Outcome of Audit
	1	03.01.21	Data is accurate
	2	06.01.21	Data is accurate
	3	09.01.21	Data is accurate
	4	12.01.21	Data is accurate

ADDITIONAL COMMENTS:

Table 7. Instance Where Force Resulted in Bodily Injury.

Race/Ethnicity	Number	Percent
Alaska Native/American Indian	0	0%
Asian/Pacific Islander	0	0%
Black	0	0%
White	0	0%
Hispanic/Latino	0	0%
TOTAL	0	0%

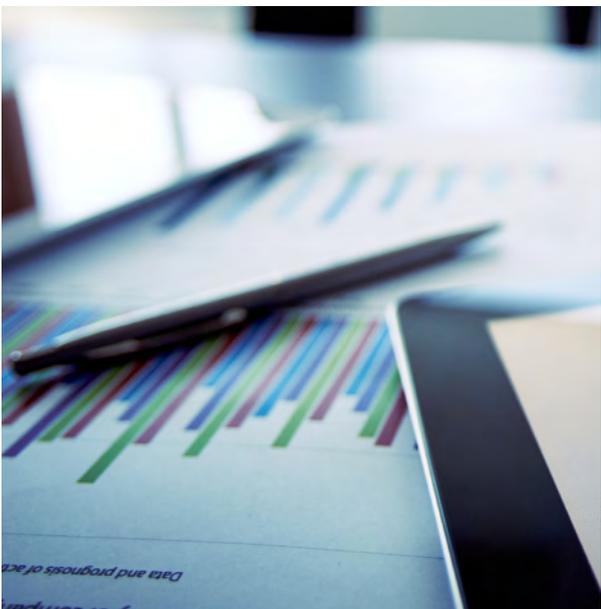
Table 8. Reason for Arrests from Vehicle Contact

Race/ Ethnicity	Violation of Penal Code	Violation of Traffic Law	Violation of City Ordinance	Outstanding Warrant	Percent Penal Code	Percent Traffic Law	Percent City Ordinance	Percent Warrant
Alaska Native/ American Indian	0	0	0	0	0%	0%	0%	0%
Asian/ Pacific Islander	0	0	0	1	0%	0%	0%	1%
Black	7	0	0	23	21%	0%	0%	24%
White	11	4	0	42	32%	80%	0%	44%
Hispanic/ Latino	16	1	0	29	47%	20%	0%	31%
TOTAL	34	5	0	95	100%	100%	100%	100%

Table 9. Contraband Hit Rate

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Hit Rate	Search Percent	Contraband Percent
Alaska Native/ American Indian	0	0	0%	0%	0%
Asian/ Pacific Islander	0	0	0%	0%	0%
Black	37	16	43%	22%	18%
White	72	39	54%	42%	43%
Hispanic/Latino	63	36	57%	37%	40%

ANALYSIS AND INTERPRETATION



The Texas legislature, in 2001, passed Senate Bill 1074 which became the Texas Racial Profiling Law. This particular law came into effect on January 1, 2002 and required all police departments in Texas, to collect traffic-related data and report this information to their local governing authority by March 1st of each year. This law remained in place until 2009, when it was modified to include the collection and reporting of all motor vehicle related contacts where a citation was issued or an arrest made. Further, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of individuals before detaining them. Further, it became a requirement that agencies report motor vehicle related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1st of each year. The purpose in collecting and disclosing this information has been to determine if police officers, in a particular municipality, are engaging in the practice of racially profiling minority motorists.

In addition, the Texas Racial Profiling Law requires police departments to interpret motor vehicle-related data. Even though most researchers would probably agree with the fact that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is very difficult to determine if individual police officers are engaging in racial profiling, from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific "individual" racist behavior from aggregate-level "institutional" data on traffic or motor vehicle-related contacts.

As mentioned earlier, in 2009, the Texas Legislature passed House Bill 3389, which modified the Racial Profiling Law by adding new requirements; this took effect on January 1st, 2010. These changes included, but are were not limited to, the re-definition of a contact to include motor vehicles where a citation was issued or an arrest made. In addition, it required police officers to indicate if they knew the race or ethnicity of the individual before detaining them. Also, the 2009 law required adding "middle eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1st of each year.

In 2017, the Texas Legislators passed H.B. 3051 which removed the Middle Eastern data requirement while standardizing the racial and ethnic categories relevant to the individuals that came in contact with the police. In addition, the Sandra Bland Act (S.B. 1849) was passed and became law. Thus, the most significant legislative mandate (Sandra Bland Act) in Texas history regarding data requirements on law enforcement contacts, became law and took effect on January 1, 2018. The Sandra Bland Act not only currently requires the extensive collection of data relevant to police motor vehicle contacts, but it also mandates for the data to be analyzed while addressing the following:

1. A comparative analysis of the information compiled (under Article 2.133):

- a. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;*
- b. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;*
- c. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches.*

2. Information related to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

In an attempt to comply with The Texas Racial Profiling/Sandra Bland Law, the Seagoville Police Department commissioned the analysis of its 2021 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2021 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians (Middle Easterners and individuals belonging to the "other" category, as optional categories), that came in contact with the police in the course of a motor vehicle related contact, and were either issued a ticket, citation, warning were issued or an arrest was made. Also, included in this data were instances where a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest and use of physical force resulting in bodily injury.

It should be noted that the additional data analysis performed was based on a comparison of the 2021 motor vehicle contact data with a specific baseline. When reviewing this particular analysis, one should consider that there is disagreement, in the literature, regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the Seagoville Police Department accepted our recommendation to rely, as a baseline measure, on the Fair Roads Standard. This particular baseline is based on data obtained through the U.S. Census Bureau (2020) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

The census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless of the fact they may or may not be among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only. Thus, excluding individuals who may have come in contact with the Seagoville Police Department in 2021 but live outside city limits. In some cases, the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

In 2002, several civil rights groups in Texas expressed their desire and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of “households” that have access to vehicles. Thus, proposing to compare “households” (which may have multiple residents and only a few vehicles) with “contacts” (an individual-based count). This, in essence, constitutes a comparison that may result in ecological fallacy. Despite this, as noted earlier, the Seagoville Police Department accepted the recommendation to utilize this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its “good will” and “transparency” before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to Dallas Fort-Worth (DFW) Metroplex.

Tier 2 (2021) Motor Vehicle-Related Contact Analysis

When analyzing the enhanced and more detailed Tier 2 data collected in 2021, it was evident that most motor vehicle-related contacts were made with Hispanics. This was followed by Whites. Of those that came in contact with the police, most tickets or citations were issued to Hispanics; this was followed by Whites. However, in terms of written warnings, most of these were issued to Whites and Hispanics.

Regarding searches and arrests, the data showed that most searches took place among Whites. When considering all searches, most were consented by Whites, while most custody arrests were also of Whites. Overall, most searches resulted in contraband; of those that produced contraband, most were of Whites; this was followed by Hispanics. Of the searches that did not produce contraband, most were of Whites. Most arrests were made on Whites. Most of the arrests that originated from a violation of the penal code involved Hispanics. Overall, the police department does not report any instances where force was used that resulted in bodily injury.

Comparative Analysis

The data analysis of motor vehicle contacts to the census data relevant to the number of “households” in the Dallas Fort-Worth (DFW) Metroplex who indicated, in the 2020 census, that they had access to vehicles, produced interesting findings. Specifically, the percentage of Whites, Asians and American Indians that came in contact with the police was lower than the percentage of White, Asian and American Indian households in the Dallas Fort-Worth (DFW) Metroplex that claimed, in the 2020 census, to have access to vehicles. The opposite was true of Hispanics and Blacks. That is, a higher percentage of Hispanics and Blacks came in contact with the police than the percentage of Hispanic and Black households in the Dallas Fort-Worth (DFW) Metroplex that claimed, in the 2020 census, to have access to vehicles.

The analysis of the searches resulting in contraband shows that the most significant contraband hit rate is of Hispanics. This was followed by Whites and Blacks. This means that among all searches performed in 2021, the most significant percentage of these that resulted in contraband was among Hispanics. The lowest contraband hit rate was among Blacks.

Summary of Findings

The most recent Texas Racial Profiling Law requires that police department perform data audits in order to validate the data being reported. Consistent with this requirement, the Seagoville Police Department has engaged del Carmen Consulting in order to perform these audits in a manner consistent with normative statistical practices. As shown in table 6, the audit performed has shown that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the police department is engaging in search practices consistent with national trends in law enforcement.

While considering the findings made in this analysis, it is recommended that the Seagoville Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected) which may prove to be useful when determining the nature of the contacts police officers are making with all individuals.

As part of this effort, the Seagoville Police Department should continue to:

- 1) Perform an independent analysis on contact and search data in future years.
- 2) Commission data audits in 2022 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The comprehensive analysis of the data included in this report demonstrates that the Seagoville Police Department has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of tier 2 data, and ensures that the practice of racial profiling will not be tolerated.

CHECKLIST

The following requirements were met by the Seagoville Police Department in accordance with The Texas Racial Profiling Law:

- ☑ Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.
- ☑ Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the Seagoville Police Department from engaging in racial profiling.
- ☑ Implement a process by which an individual may file a complaint regarding racial profiling violations.
- ☑ Provide public education related to the compliment and complaint process.
- ☑ Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling Law.
- ☑ Collect, report and analyze motor vehicle data (Tier 2).
- ☑ Commission Data Audits and a Search Analysis.
- ☑ Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- ☑ Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2022.
- ☑ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.

LEGISLATIVE & ADMINISTRATIVE ADDENDUM



TCOLE GUIDELINES

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of *what* must be accomplished by an agency but allows wide latitude in determining *how* the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an “agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers’ official duties.”

The article further defines race or ethnicity as being of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American.” The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person’s race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer’s best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, “the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.”

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide and analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary

None

Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and
(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling;
and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) [~~7~~] the date of conviction; and

(9) [~~8~~] the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

Chief Clerk of the House

Approved:

Date

Governor

Modifications to the Original Law

(H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

(A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);

(B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);

(C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);

(D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION _____. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle~~[traffic]~~ stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, ~~[or]~~ Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle ~~[traffic]~~ stops in which a citation is issued and to arrests made as a result of ~~[resulting from]~~ those ~~[traffic]~~ stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the individual ~~[person]~~ detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit ~~[to the governing body of each county or~~

~~municipality served by the agency]~~ an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle ~~[traffic]~~ stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle ~~[traffic]~~ stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE ~~[TRAFFIC AND PEDESTRIAN]~~ STOPS. (a) In this article, "race ~~[:~~

~~[(1) "Race]~~ or ethnicity" has the meaning assigned by Article 2.132(a).

~~[(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]~~

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance ~~[regulating traffic or who stops a pedestrian for any suspected offense]~~ shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any ~~[each]~~ person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop ~~[traffic law or ordinance alleged to have been violated or the suspected offense];~~

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description ~~[the type]~~ of the contraband or evidence ~~[discovered];~~

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle [existed and the facts supporting the existence of that probable cause];

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop[, including a description of the warning or a statement of the violation charged].

SECTION _____. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) [means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each [~~local~~] law enforcement agency shall submit a report containing the incident-based data [information] compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency [in a manner approved by the agency].

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities [determine the prevalence of racial profiling by peace officers employed by the agency]; and

(B) examine the disposition of motor vehicle [traffic and pedestrian] stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from [the] stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle [traffic or pedestrian] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle [~~traffic and pedestrian~~] stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle [~~traffic and pedestrian~~] stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle [~~traffic and pedestrian~~] stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle [~~traffic and pedestrian~~] stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle [~~traffic or pedestrian~~] stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION _____. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION _____. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

(1) involves the operation of a motor vehicle; and

(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;

(2) the person receives community supervision, including deferred adjudication; or

(3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

(1) keep records of the amount of funds on deposit collected under this article; and

(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION _____. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;
- (7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; ~~and~~
- (8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and
- (9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; ~~and~~
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION _____. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

- (a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:
 - (1) this chapter;

(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure;
or

(3) a commission rule.

SECTION _____. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

(3) "Race or ethnicity" means the following categories:

(A) Alaska native or American Indian;

(B) ~~[of a particular descent, including Caucasian, African, Hispanic,]~~ Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino ~~[, Native American, or Middle Eastern descent]~~.

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

(a) In this section, "race or ethnicity" means the following categories:

(1) Alaska native or American Indian;

(2) ~~[of a particular descent, including Caucasian, African, Hispanic,]~~ Asian or Pacific Islander;

(3) black;

(4) white; and

(5) Hispanic or Latino ~~[, or Native American descent]~~.

SECTION 3. This Act takes effect September 1, 2017.

President of the Senate

Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

Governor

The Sandra Bland Act

(S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision

(1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision

(1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

(1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];

(2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and

(3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:

(1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;

(2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

(3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

(2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

(1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;

(2) it is reasonable to divert the person;

(3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

(2) establishing or expanding collaboratives that serve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

(1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;

(2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and

(3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

(1) defendant is not charged with and has not been previously convicted of a violent offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

(4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,] at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

- (a) The commission shall:
- (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
 - (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
 - (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
 - (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
 - (5) revise, amend, or change rules and procedures if necessary;
 - (6) provide to local government officials consultation on and technical assistance for county jails;
 - (7) review and comment on plans for the construction and major modification or renovation of county jails;
 - (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
 - (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules and procedures adopted under this chapter;
 - (10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;
 - (11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;
 - (12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;
 - (13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;
 - (14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;
 - (15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;
 - (16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:
 - (A) common issues concerning jail administration;
 - (B) examples of successful strategies for maintaining compliance with state law and the rules,

standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:

(A) determine if a prisoner is pregnant; and

(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:

(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and

(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:

(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and

(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:

(A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;

(B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and

(C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read

as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

- (1) appropriations of money to the fund by the legislature; and
- (2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

- (1) a suicide;
- (2) an attempted suicide;
- (3) a death;
- (4) a serious bodily injury, as that term is defined by

Section 1.07, Penal Code;

- (5) an assault;
- (6) an escape;
- (7) a sexual assault; and
- (8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other

than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection

(a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

(1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and

(2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

(1) topics selected by the agency; and

(2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:

(A) civil rights, racial sensitivity, and cultural diversity;

(B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]

(C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and

(D) unless determined by the agency head to be inconsistent with the officer's assigned duties:

(i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and

(ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

(1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and

(2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and
(B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

Senate Speaker of the House

President of the

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote:
Yeas 31, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote:
Yeas 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:

Date

Governor

Chief Clerk of the House

**SEAGOVILLE
POLICE DEPARTMENT
RACIAL PROFILING POLICY**

	SEAGOVILLE POLICE DEPARTMENT	
	Policy 2.2 Bias Based Policing	
	Effective Date: 08/23/2016	Replaces: 01/27/2012
	Approved:  Chief of Police	
Reference: TBP 2.01.1		

I. POLICY

We are committed to a respect for constitutional rights in the performance of our duties. Our success is based on the respect we give to our communities, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate on the basis of race, sex, gender, national origin, ethnicity, age, or religion. All people carry biases: in law enforcement, however, the failure to control our biases can lead to illegal arrests, searches, and detentions, thus thwarting the mission of our department. Most importantly, actions guided by bias destroy the trust and respect essential for our mission to succeed. We live and work in communities very diverse in population: respect for diversity and equitable enforcement of the law are essential to our mission.

All enforcement actions, particularly stops of individuals (for traffic and other purposes), investigative detentions, arrests, searches and seizures of persons or property, shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment to the U. S. Constitution and statutory authority. In all enforcement decisions, officers shall be able to articulate specific facts, circumstances, and conclusions which support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Officers shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, sex, sexual orientation, national origin, color, creed, disability, gender, economic status, ethnic background, age, religion, citizenship, cultural group or any other identifiable group. Officers shall base all such actions on a reasonable suspicion or probable cause that the person or an occupant of a vehicle committed an offense. (TBP: 2.01)

All departmental orders are informed and guided by this directive. Nothing in this order limits non-enforcement contacts between officers and the public.

II. PURPOSE

The purpose of this order is to provide general guidance on reducing the presence of bias in law enforcement actions, to identify key contexts in which bias may influence these actions, and emphasize the importance of the constitutional guidelines within which we operate.

III. DEFINITIONS

Most of the following terms appear in this order. In any case, these terms appear in the larger public discourse about alleged biased enforcement behavior and in other orders. These definitions are intended to facilitate on-going discussion and analysis of our enforcement practices.

- A. Bias: Prejudice or partiality which may be based on preconceived ideas, a person's upbringing, culture, experience, or education.
- B. Biased policing: Stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
- C. Ethnicity: A cluster of characteristics which may include race but also cultural characteristics or traits which are shared by a group with a common experience or history.
- D. Gender: Unlike sex, a psychological classification based on cultural characteristics or traits.
- E. Probable cause: Facts or apparent facts and circumstances within an officer's knowledge and of which the officer had reasonable, trustworthy information to lead a reasonable person to believe that an offense has been or is being committed, and that the suspect has committed it.
- F. Race: A category of people of a particular decent, including Caucasian, African, Hispanic, Asian, or Native American descent. As distinct from ethnicity, race only refers to physical characteristics sufficiently distinctive to group people under a classification.
- G. Racial profiling: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
- H. Reasonable suspicion: Articulate, objective facts which lead an experienced officer to suspect that a person has committed, is committing, or may be about to commit a crime. A well-founded suspicion is based on the totality of the circumstances and does not exist unless it can be articulated. Reasonable suspicion supports a stop of a person. Courts require that stops based on reasonable suspicion be "objectively reasonable."
- I. Sex: A biological classification, male or female, based on physical and genetic characteristics.

- J. Stop: The detention of a subject for a brief period of time, based on reasonable suspicion. A stop is investigative detention.

IV. PROCEDURES

A. General responsibilities

1. Officers are prohibited from engaging in bias based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities against any person based solely on the person's race, national origin, citizenship, religion, ethnic background, age, gender, color, creed, sexual orientation, disability, economic status, cultural group, or any other identifiable group. These characteristics, however, may form part of reasonable suspicion or probable cause when officers are seeking a suspect with one or more of these attributes. (TBP: 2.01.1)
2. Investigative detentions, traffic stops, arrests, searches, and property seizures by officers will be based on a standard of reasonable suspicion or probable cause in accordance with the Fourth Amendment of the U.S. Constitution. Officers must be able to articulate specific facts and circumstances that support reasonable suspicion or probable cause for investigative detentions, traffic stops, subject stops, arrests, nonconsensual searches, and property seizures. Except as provided in number 3 below, officers shall not consider race/ethnicity in establishing either reasonable suspicion or probable cause. Similarly, except as provided below, officers shall not consider race/ethnicity in deciding to initiate even those nonconsensual encounters that do not amount to legal detentions or to request consent to search. (TBP 2.01.1)

Reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall only be subjected to stops, seizures, or detention upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports.

3. Officers may take into account the reported race or ethnicity of a specific suspect or suspects based on trustworthy, locally relevant information that links a person or persons of a specific race/ethnicity to a particular unlawful incident(s). Race/ethnicity can never be used as the sole basis for probable cause or reasonable suspicion. Except as provided above, reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall be subjected to stops, seizures, or detentions only upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports. (TBP 2.01.1)

Officers shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.

- a. As traffic stops furnish a primary source of bias-related complaints, officers shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the officer disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.
 - b. Officers shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.
4. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to department personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
 - a. Personnel shall facilitate an individual's access to other governmental services whenever possible, and shall actively provide referrals to other appropriate agencies.
 - b. All personnel shall courteously accept, document, and forward to the Chief of Police any complaints made by an individual against the department. Further, officers shall provide information on the complaints process and shall give copies of "How to Make a Complaint" when appropriate.
 5. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on individual's well-being unless the explanation would undermine an investigation or jeopardize an officer's safety. When concluding an encounter, personnel shall thank him or her for cooperating.
 6. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their departmental identification number, name of the immediate supervisor, or any other reasonable information.
 7. All personnel are accountable for their actions. Personnel shall justify their actions when required.

B. Supervisory responsibilities

1. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties. Supervisors shall identify and correct instances of bias in the work of their subordinates.

2. Supervisors shall use the disciplinary mechanisms of the department to ensure compliance with this order and the constitutional requirements of law enforcement.
3. Supervisors shall be mindful that in accounting for the actions and performance of subordinates, supervisors are key to maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.
4. Supervisors are reminded that biased enforcement of the laws engenders not only mistrust of law enforcement, but increases safety risks to personnel. Lack of control over bias also exposes the department to liability consequences. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates.
5. Supervisors shall ensure that all enforcement actions are duly documented per departmental policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.
6. Supervisors shall facilitate the filing of any complaints about law enforcement service.
7. Supervisors shall be responsible for reviewing video footage from both in-car and body worn cameras from each of their subordinates on traffic stops as well as calls for service monthly. These reviews are to be documented in the VIDEO VIEW LOG to ensure compliance with all written directives and in accordance with all bias based profiling requirements. The viewing of each officer's entire shift is not required; however the supervisor should review in a manner to gain an understanding of each officer's performance and adherence to policy and laws. (TBP 2.01.1)
8. Supervisor are responsible for insuring that each of their subordinates are in-putting all required SB 1074 information regarding traffic stops that result in a verbal warning ONLY. This information is required in order to comply with the Sandra Bland act.

C. Disciplinary consequences

Actions prohibited by this order shall be cause for disciplinary action, up to and including dismissal.

D. Training (TBP: 2.01.1)

1. Officers shall complete all training required by state law regarding bias based profiling.

V. COMPLAINTS

- A. The Department shall publish “How to Make a Complaint” handout and make them available in the Police Department lobby, and the lobby of City Hall as well as on the City’s web-site. The Department’s complaint process and its bias based profiling policy will be posted on the Department’s website. Whenever possible, the media will be used to inform the public of the Department’s policy and complaint process.
- B. Complaints alleging incidents of bias based profiling will be fully investigated as described under Policy 2.4.
- C. Complainants will be notified of the results of the investigations when such investigation is completed.

VI. RECORD KEEPING

- A. The Department will maintain all required records on traffic stops where a warning of any type is given, a citation is issued, arrest is made subsequent to a traffic stop and whether or not any type of force was used to affect that arrest pursuant to state law.
- B. The information collected above will be reported to the City Council annually.
- C. The information will also be reported to TCOLE in the required format.



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For additional questions regarding the information presented in this report, please contact:

Del Carmen Consulting®

817.681.7840

www.texasracialprofiling.com

www.delcarmenconsulting.com

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A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE MAYOR TO ACCEPT AND FILE THE POLICE DEPARTMENT'S 2021 RACIAL PROFILING REPORT, PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seagoville, Texas, understands and supports applicable laws concerning racial profiling accountability; and

WHEREAS, the City Council of the City of Seagoville, Texas, supports the transparent open reporting and accounting of all police contacts covered within the Racial Profiling legislation; and

WHEREAS, the Seagoville Police Department has presented its 2021 Racial Profiling Report; and

WHEREAS, the City Council of the City of Seagoville, Texas desires to authorize the Mayor to accept and file the Police Department's 2021 Racial Profiling Report with the Texas Commission on Law Enforcement;

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

Section 1. The City Council of the City of Seagoville, Texas, authorizes the Mayor to accept the Police Department's 2021 Racial Profiling Report.

Section 2. The City Council further authorizes the Mayor or his designee to file the 2021 Racial Profiling Report with the Texas Commission on Law Enforcement within the mandated reporting time.

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

Section 4. That this Resolution shall take effect immediately from and after its passage as the law and Charter in such cases provide.

DULY ORDERED by the City Council of the City of Seagoville, Texas on the 7th day of February, 2022.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, CITY ATTORNEY



City of Seagoville Police Department

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



Alex del Carmen Ph.D., Del Carmen Consulting, LLC

Dr. Alejandro del Carmen is currently serving as the Executive Director of the School of Criminology and Criminal Justice at Tarleton State University in Fort Worth. Prior to joining Tarleton, Dr. del Carmen served as Chair and Professor of Criminology & Criminal Justice at The University of Texas at Arlington. He is an instructor in the Law Enforcement Management Institute of Texas (since 2001) and has served as instructor in the Arlington Police Department Training Academy (4 years). He is certified as a grant evaluator/reviewer for the Department of Justice and as an instructor for the Texas Commission on Law Enforcement (TCOLE).

He earned a PhD in criminology and criminal justice from Florida State University in 1997. His research interests include law enforcement, racial profiling, crime prevention; and corrections. Dr. Del Carmen has published over twenty-five refereed academic manuscripts in internationally recognized journals. His most recent book is titled *Racial Profiling in America* (2008) Prentice Hall Publishing.

His research interests include:

Policing, Racial Profiling, Ethnicity and Crime, Homeland Security, Profiling, Corrections, Criminal Justice Educational Issues, CPTED, Penology, Crime Prevention, Juvenile Delinquency

Annual Contact Data 2021



DEL CARMEN
Consulting, LLC.

LAW ENFORCEMENT EXPERTS

Requirements of the Texas Profiling Law Sandra Bland Act

- Substantial updates to existing law
- Replaces Tier 1 with enhanced Tier 2 data
 - Re-defines a contact
 - Report on citations, tickets, warnings and arrests
 - Requires specific analysis of data (including searches)
 - Requires data audits
- Complaint or compliment process
- Removes “middle eastern” and “other” category
- Use of force results in injury reports
- Penalties for non-compliance increased
- Council/TCOLE by March 1st

Report on Complaints 1/1/2021—12/31/2021

The Seagoville Police Department reports no racial profiling complaints filed in 2021.

**RACIAL
PROFILING**



Informing the Public

- Since 2002, SPD is in compliance with Senate Bill 1074 and the Sandra Bland Act
- SPD posts in the lobby on how to file a complaint on a racial profiling violation
- SPD informs the public (on qualifying contacts) on how to file a compliment or complaint including the department's telephone number, mailing address and email address

Analysis of Data

- It is very difficult to detect specific “individual” behavior with “aggregate-level” data.
- Three different types of analyses were conducted
 1. The first of these involved a careful evaluation of the 2021 motor vehicle contact data.
 - This particular analysis measured, as required by the law, the number and percentage of Whites, Blacks, Hispanics, Asians and American Indian, that came in contact with the police involving a motor vehicle and were issued a citation, ticket, warning or arrested in 2021.



Analysis of Data

2. The second type of analysis was based on a comparison of the 2021 contact data with a particular baseline.
 - Of all the baseline measures available, the Seagoville Police Department decided to adopt, as a baseline measure, the Fair Roads Standard.
 - The Fair Roads Standard is based on data obtained through the U.S. Census Bureau (2020) relevant to the number of households that have access to vehicles while controlling for race and ethnicity.
 - The Fair Roads Standard data obtained is relevant to Seagoville.

Analysis of Data

3. A third type of analysis was conducted while comparing the pattern on searches performed as a result of a motor vehicle contact, as defined in the law.

Tier 2 (2021)

Motor Vehicle Contact Analysis

The trends on contacts were as follows:

- Most contacts were with Males
- Most were contacts with Hispanics
- Officers did not know the race/ethnicity prior to the stop
- The most frequent reason for a stop was “moving traffic violation”
- Most stops took place on “city streets”

Tier 2 (2021)

Motor Vehicle Contact Analysis

- Most stops did not result in a search
- Of those searched, the reason cited the most was “probable cause”
- Most searches resulted in contraband being discovered
- The contraband most frequently found was “drugs”
- Most stops resulted in a “verbal warning”
- Most arrests were based on “outstanding warrants”
- In no instance, force was used which resulted in bodily injury

Fair Roads Standard Analysis

The percentage of Whites, Asians and Alaska Natives who came in contact with the police in motor vehicle related incidents in 2021, was lower than the percentage of White, Asian and Alaska Native households in DFW that claimed, in the 2020 census, to have access to vehicles.

Fair Roads Standard Analysis

With respect to Blacks and Hispanics, the data suggested that the percentage of Blacks and Hispanics that came in contact with the police in 2021 was higher than the percentage of Black and Hispanic households in DFW with access to vehicles.

Search Analysis

- Most of the contraband found, originated from searches made on Whites.
- This was followed by searches made on Hispanics.

Complying with the Sandra Bland Act

- The Department has also:
 - Revised its racial profiling policy to meet the new requirements of the law.
 - Engaged our firm in performed objective and external quarterly data audits.
 - Collected the enhanced version of Tier 2 data.
 - Engaged our firm in analyzing the data.
 - Informed the public, when making a contact, on how to file a compliment or complaint, as required by law.

Recommendations

1. Collect and analyze data on searches.
2. Foster partnerships with organizations representing minority interests.
3. Commission quarterly data audits in order to determine the validity and reliability of data collected/reported in 2021.
4. Train all police officers on the new data requirements (Sandra Bland Act).
5. It should also be noted that the Seagoville Police Department complied with all of the recommendations made in last year's report.

Questions

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www.DelCarmenConsulting.com

Twitter - @RaceProfiling

Regular Session Agenda Item: 4

Meeting Date: February 7, 2022

ITEM DESCRIPTION:

First Reading - Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Jacque's Creole Sausage Company as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date.

BACKGROUND OF ISSUE:

The Seagoville Economic Development Corporation ("SEDC") is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code ("Act"), to provide funding for projects which will promote and retain new and expanding business enterprises within the City. The SEDC has negotiated and intends to undertake a project which will promote and retain new and expanded business enterprises within the City with Jacque's Creole Sausage Company, a Texas general partnership, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit "A" (the "Project").

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.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Resolution – Approving SEDC Project w/Jacque's Creole Sausage Company Agreement between SEDC and Jacque's Creole Sausage Company

CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE ECONOMIC DEVELOPMENT PROJECT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND JACQUE’S CREOLE SAUSAGE COMPANY AS REFLECTED IN THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (“SEDC”) is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will promote and retain new and expanding business enterprises within the City; and

WHEREAS, the SEDC has negotiated and intends to undertake a project which will promote and retain new and expanded business enterprises within the City with Jacque’s Creole Sausage Company, a Texas general partnership, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “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 Project contemplated by SEDC and Jacque’s Creole Sausage Company under the terms and conditions set forth in the Economic Development Incentive Agreement will 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 IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:

Section 1. The City Council hereby approves and authorizes the Project between the Seagoville Economic Development Corporation and Jacque’s Creole Sausage Company, a Texas general partnership, under the terms and conditions set forth in an Economic Development Incentive Agreement in substantially the form attached hereto as Exhibit “A”.

Section 2. The City Council authorizes the SEDC to enter into any additional agreements necessary to undertake the Project in accordance with the terms and conditions set forth in the Economic Development Incentive Agreement.

Section 3. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED First Reading and Second Reading of the City Council of the City of Seagoville, Texas, this the ____ day of _____ 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(011422vwtTM127134)

Exhibit "A"
Economic Development Incentive Agreement
(to be attached)

STATE OF TEXAS §
§ ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
COUNTY OF DALLAS §

This Economic Development Incentive Agreement (“Agreement”) is made by and between Jacque’s Creole Sausage Company, a Texas general partnership, and the Seagoville Economic Development Corporation (the “SEDC”), each acting by and through their respective authorized representatives. Jacque’s Creole Sausage Company (“Company”) and SEDC may be referred to herein each as a “Party” and collectively as the “Parties”.

W I T N E S S E T H:

WHEREAS, Company has entered into a three-year lease, with option to purchase, for the property and improvements located at 202 N. Kaufman Street, Seagoville, Texas 75159 (the “Property”), and desires to operate thereon a business producing and distributing smoked sausage to be known as Jacque’s Creole Sausage Company (“Jacque’s”); and

WHEREAS, Company has advised the SEDC that a contributing factor that would induce Company to open and operate Jacque’s on the Property would be an agreement by SEDC to provide an economic development grant to Company to defray a portion of the costs of equipment necessary for such operations; and

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

WHEREAS, the Development Corporation Act, Chapters 501-505, Texas Local Government Code (the “Act”), authorizes SEDC to provide economic development grants for new or expanded business enterprises; and

WHEREAS, SEDC has determined that the Grant (hereinafter defined) to be made hereunder is required or suitable to retain, promote or develop new or expanded business enterprises and constitutes a “project”, as that term is defined in the Act; and

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

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

Article I Definitions

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

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

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

“Commencement of Operations” shall mean that (1) the Equipment has been installed, (2) a final, permanent certificate of occupancy for the real estate improvements located on the Property located at 202 North Kaufman Street, Seagoville, Texas has been issued, and (3) Company is open to the public and conducting business as Jacque’s Creole Sausage Company, producing and distributing smoked sausage during normal business hours.

“Company” shall mean Jacque’s Creole Sausage Company, a Texas general partnership and each of its general partners, Michael Edward Crittle, Jr., Jamaal Lajuan Webb, and Brandi La Nean Webb, jointly and severally.

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

“Employment Positions” shall mean non-temporary full-time employment positions of the Company which are eligible for employee benefits and are created, maintained and filled at the 202 North Kaufman Street location of Jacque’s creole Sausage Company or such other expansion locations of the Company located within the City of Seagoville.

“Equipment” shall mean the following equipment, some of which is more specifically described and depicted in Exhibit “1”, attached hereto and incorporated herein by this reference, to be installed at the Property and utilized in Grantee’s business of producing and distributing smoked sausage:

1. Outdoor walk-in cooler;
2. Barbeque pit;
3. Gray high gloss floor kit(s);
4. Square stand kit;
5. Chest freezer;
6. Shelving;
7. Food saver;

8. Wood-top work table with galvanized base;
9. Storage bins for seasoning;
10. Marquee signage and lighting upgrade;
11. 14' x 12' concrete slab;
12. Smoke house;
13. Fencing for rear area; and
14. Canopy over walk-in cooler.

“Expiration Date” shall mean the fifth (5th) anniversary of Commencement of Operations.

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

“Grant” shall mean an economic development grant in the amount equal to the costs incurred and paid by Company for the Equipment, as defined herein, not to exceed Twenty-five Thousand Dollars (\$25,000.00) to offset a portion of the costs paid and incurred by Company for the Equipment, to be paid in one lump sum payment within seventy-five (75) days of execution of this Agreement.

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

“Property” shall mean the real estate and improvements situated thereon located at 202 North Kaufman Street in the City of Seagoville, Texas.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between the Company and SEDC or the City.

“Required Use” shall mean Company’s continuous occupancy of the Property and the operation thereon of Jacques Creole Sausage Company, a business producing and distributing smoked sausages, which shall be open to the public and serving the citizens of the City.

“SEDC” shall mean the Seagoville Economic Development Corporation.

Article II Term

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Grant

3.1 Grant. SEDC agrees, subject to the Conditions Precedent stated in this Agreement, the continued satisfaction of all the terms and conditions of this Agreement by Company and the obligation of Company to repay the value or the costs incurred by SEDC to provide the Grant pursuant to Article V hereof, to provide Company with the Grant as set forth herein.

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

3.3 Current Revenue. The Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by SEDC. SEDC shall have no obligation or liability to provide any Grant except as allowed by law. SEDC shall not be required to provide any of the Grant if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

Article IV Conditions to Grant

Company shall during the term of this Agreement satisfy and comply with the terms and conditions of this Agreement and specifically, each term and condition of this Article IV. The obligation of SEDC to provide the Grant or any portion thereof shall be conditioned upon Company’s compliance with and satisfaction of the terms and conditions of this Agreement and each of the conditions set forth in this Article IV.

4.1 Good Standing. Company shall not have an uncured breach or default of this Agreement or a Related Agreement.

4.2 Commencement of Operations. Commencement of Operations, as that term is defined herein, shall occur not later than six (6) months after the Effective Date of this Agreement.

4.3 Required Use. During the term of this Agreement following Commencement of Operations and continuing thereafter until expiration of this Agreement or earlier termination,

Company shall continuously occupy the Property and shall continuously use said Property for the Required Use and for no other purpose or use. Further, during the term of this Agreement, such occupation and use shall not cease for more than thirty (30) days except in connection with, and to the extent of, an event of Force Majeure.

4.4 Employment Positions. Beginning on the Commencement of Operations and continuing until the Expiration Date, Company shall create, fill and maintain a total of at least two (2) Employment Positions. Further, on or before the fourth anniversary of the Effective Date of this Agreement, Company shall create, fill and maintain a total of at least seven (7) Employment Positions (which shall include the two previously required positions and five new positions) and shall maintain those seven Employment Positions until the Expiration Date of this Agreement.

4.5 Continuous Occupancy and Rental or Ownership. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Property shall be continuously owned or rented by Company and continuously occupied by Company.

4.6 Capital Investment. Company's Capital Investment for the Equipment shall be not less than Twenty-five Thousand (\$25,000.00) Dollars. Company shall, not later than fifteen (15) calendar days after the date of Commencement of Operations (as defined herein), deliver to SEDC copies of all records, contracts, receipts, invoices, bills, proofs of payment, and such other information as SEDC may reasonably request to document compliance with the required Capital Investment. In the event the final total cost of the Equipment, as reasonably verified by SEDC, is less than Twenty-five Thousand (\$25,000.00) Dollars, the Company shall, within thirty (30) days of receipt by Company of written demand by SEDC, pay the SEDC the difference in value between \$25,000.00 and the final total cost of the Equipment as reasonably verified by SEDC.

Article V Termination; Repayment

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

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) upon written notice by SEDC, if any Impositions owed to SEDC, City or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such taxes or Impositions), and such delinquency is not cured within thirty (30) days following Company's receipt of written notice thereof;

- (d) upon written notice by SEDC, if Company suffers an event of Bankruptcy or Insolvency; or
- (e) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment due to Breach of Section 5.1(b). In the event the Agreement is terminated by SEDC pursuant to Section 5.1 (b),:

- (a) due to a breach of the obligation set forth in section 4.2 hereof, Company shall immediately refund to the SEDC an amount equal to the value of the Grant received by Company; or
- (b) due to a breach of any other obligation:
 - i. If the breach occurs on a date that is more than four years prior to the Expiration Date, the Company shall refund an amount equal to one hundred percent (100%) of the value of the Grant received by Company;
 - ii. If the breach occurs on a date that is more than three years, but less than four years, prior to Expiration Date, the Company shall refund an amount equal to eighty percent (80%) of the value of the Grant received by Company;
 - iii. If the breach occurs on a date that is more than two, but less than three years prior to the Expiration Date, the Company shall refund an amount equal to sixty percent (60%) of the value of the Grant received by Company;
 - iv. If the breach occurs on a date that is more than one, but less than two, year(s) prior to the Expiration Date, the Company shall refund an amount equal to forty percent (40%) of the value of the Grant received by Company; and
 - v. If the breach occurs on a date that is less than one year prior to the Expiration Date, the Company shall refund an amount equal to twenty percent (20%) of the value of the Grant received by Company.

The repayment obligations of the Company set forth in this Section 5.2 shall survive termination of this Agreement.

5.3 Repayment Due to Breach of Section 5.1(c), (d), and/or (e). In the event the Agreement is terminated by SEDC pursuant to Section 5.1(c), (d), and/or (e), the Company shall immediately refund to SEDC an amount equal to the Grant paid by SEDC to the Company, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall cease to exist or cease to announce a prime or base lending rate, than at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the SEDC) as its prime or base commercial lending rate from the date on which the Grant is paid by

SEDC until refunded by the Company. The repayment obligation of Company set forth in this Section 5.3 shall survive termination of this Agreement.

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

Article VI Miscellaneous

6.1 Conditions Precedent. The obligations of SEDC under this Agreement are subject to and conditioned on the following:

- (i) Company has secured and presented SEDC with proof of three year lease or contract to purchase the Property;
- (ii) The City Council of the City of Seagoville, Texas has, by resolution, approved this Incentive Agreement and the related Project; and
- (iii) The sixty (60)-day period provided for under Texas Local Government Code section 505.160 has passed and neither the SEDC nor the City has received a petition from more than ten (10%) percent of the registered voters of the City requesting that an election be held before the funding of the Project as contemplated by this Agreement is undertaken.

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

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

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

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

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other

address as such Party may subsequently designate in writing), or on the day actually received if sent by courier or otherwise hand delivered.

If intended for SEDC, to:

Seagoville Economic Development
Corporation
Attn: Patrick Stallings, Exec. Director
702 N. Highway 175
Seagoville, Texas 75159

With a copy to:

Victoria W. Thomas
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Company:

Jacque's Creole Sausage Company
202 North Kaufman Street
Seagoville, Texas 75159

and

Jacque's Creole Sausage Company
Attn: Michael Crittle, Jr., Gen. Ptnr.
8735 Bigelow Drive
Plano, Texas 75024

6.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. There is no other collateral oral or written agreement among the Parties that in any manner relates to the subject matter of this Agreement.

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

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

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

enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

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

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

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

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

[Three Signature Pages to Follow]

EXECUTED on this _____ day of _____, 2022.

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Patrick Stallings, Executive Director

EXECUTED on this _____ day of _____, 2022.

JACQUE’S CREOLE SAUSAGE COMPANY

By: _____
Michael Edward Crittle, Jr., General Partner

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Michael Edward Crittle, Jr., General Partner and authorized agent for Jacque’s Creole Sausage Company, a Texas general partnership, known or proven to me to be the person and agent whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said Jacque’s Creole Sausage Company, that he was duly authorized to perform the same by appropriate resolution and consent of the general partnership, and that he executed the same as the act of said Jacque’s Creole Sausage Company for the purpose and consideration therein expressed and in the capacity therein stated after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2022.

Notary Public, State of Texas

My Commission Expires:

EXHIBIT 1

Attachment #1

The screenshot shows a product page for a Nor-Lake Kold Locker 8' x 8' x 8' 7" Outdoor Walk-In Cooler. The main image is a large, stainless steel walk-in cooler with a double door and a lock. To the right of the main image is a vertical gallery of smaller images showing different views and details of the cooler. Below the main image is a note: "Note: *Extended lead times due to high demand". To the right of the gallery, there is a price tag for "\$10,042.00/Each" and a "Login for details" button. Below the price, there are several dropdown menus for "Type", "Accessories & Options", and "Optional" features. At the bottom right, there is an "Add to Cart" button and a "Wishlist" button. The page also includes social media sharing icons (Facebook, Twitter, Email) and a "Print page" button.

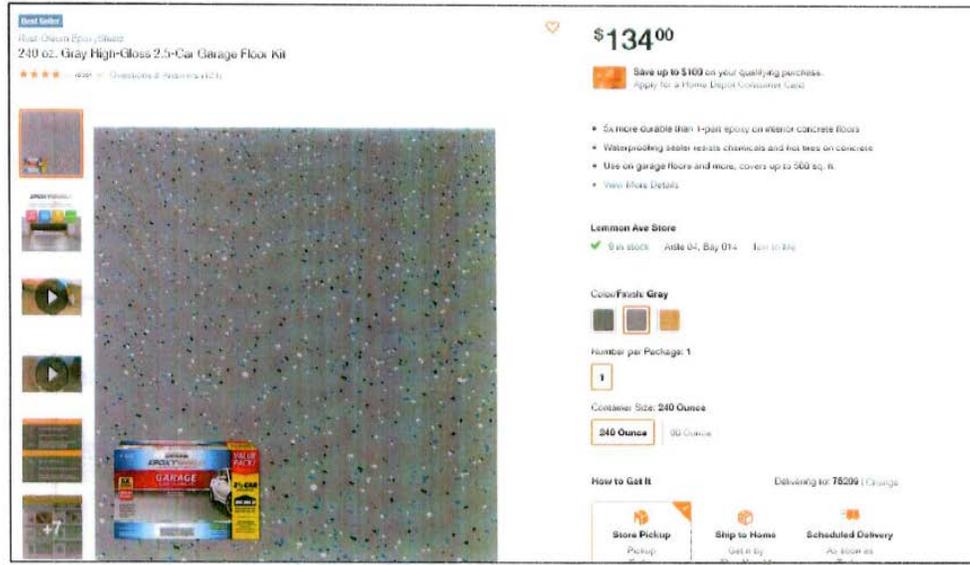
Description

Utilized during the cooling process once the product is removed from the smokehouse prior to being prepped for packaging. Can also be utilized for additional cold storage.

Attachment #2



Attachment #3



Description

Utilized to cover all flooring throughout which will allow for easy of sanitization of all areas.

Attachment #4



In stock - Free shipping available

Square Stand Kit

for 10.2" iPad (2021, 2020, 2019), 10.5" iPad Air (2019), and iPad Pro 10.5"

\$639.00

Would you like to add an iPad?

No, I already have an iPad

Yes, add 10.2" iPad WiFi 32GB - Space Grey (2020) **+\$329.00**

Description

Utilized for payment processing in the store front.

Attachment #5



Description

Utilized for cold storage and freezing product in preparation for shipping.

Attachment #6

4-Tier Welded Steel Garage Storage Shelving Unit (77 in. W x 72 in. H x 24 in. D)

★★★★★ (429) | Shipping & Returns (20)

\$249.99

Save up to \$100 on your qualifying purchase. Apply for a Home Depot Credit Card.

- 4 adjustable shelves support up to 2,000 lbs. per shelf
- Heavy-duty welded steel construction for durability and support
- Fast and easy to assemble with no tools needed
- View More Details

Width x Height x Depth: 77 in W x 72 in H x 24 in D

66 in W x 72 in H x 18 in D | 66 in W x 72 in H x 18 in D

77 in W x 72 in H x 24 in D

How to Get It

Delivery to: 78209 | Change

Buy in Store
Limited stock at
Stallman
Check Nearby Stores

Ship to Home
Get it by
Thu, Dec 9
Standard Delivery

Scheduled Delivery
Not available for this
item

47 available for delivery to 78209
Delivery Options

- 1 + **Add to Cart**

Description

Utilized for dry storage.

Attachment #7

ARY VacMaster VP200 Chamber Vacuum Packaging Machine with 12 1/4" Seal Bar - 120V

Build 4 reviews Item # 120VMAGVP200 WPR # VP200



Free Shipping

Only **\$499.00/Each**

Ships free with 

Protect Your Product

Warranty Duration
Select Warranty Duration

1 **Add to Cart**

Earn up to \$457 back (100 points) with 4 subsequent purchases of \$49.99 or less

View Us Report Abuse

- ✓ Cycle time is a rapid 20-50 seconds
- ✓ Easy-to-use digital control panel
- ✓ Adjustable vacuum pressure with 2 levels to accommodate more delicate foods
- ✓ Marinate feature provides great flavor within a short period of time
- ✓ 12 1/4" sealing bar - 120V

UPC Code: 054202932350

Description

Utilized for packing product for retail purposes.

Attachment #8

John Boos & Co. JNS1860 Wood Top Work Table with Galvanized Base and Adjustable Undershef - 18" x 60"

Item # 5502931860 MPN # JNS1860

Extended Lead Times *



Only **\$418.49**/Each

Ships Free with [Free Ship](#)

1 [Add to Cart](#)

Enter up to \$12.55 back with Instant Rewards Card™

[View List](#) [Request Product](#)

Other Available Sizes:

- 18" x 48"
- 18" x 30"
- 18" x 12"
- 18" x 64"
- 18" x 36"
- 24" x 48"
- 24" x 60"
- 24" x 72"

Description

Utilized for numerous purposes during the production process.

Attachment #9

Bankers Box 0086202 14" x 17 3/8" x 10 1/2" Heavy-Duty Plastic File Storage Bin - 2/Pack
Item # 323FEL0086202 MFR # FBI0086202



Each only
\$39.99/Pack

1

- ✓ Great for organizing and securing important documents
- ✓ Durable polypropylene construction
- ✓ Handles on edges allow for easy filing
- ✓ Locking lid allows for secure transportation
- ✓ Includes a built-in rail for organizing files

UPC Code: 60043859722074

Shipping:
Usually Ships in 1-2 Business Days



[View all Bankers Box File Storage](#)

Description

Utilized for dry storage of seasoning and other dry ingredients.

Attachment #10



Description

Building Marquee needing lighting upgrade for company logo.

Regular Session Agenda Item: 5

Meeting Date: February 7, 2022

ITEM DESCRIPTION:

Conduct interviews with Boards & Commissions Applicants for appointment.

BACKGROUND OF ISSUE:

At this time, Place Seven (7) on the Seagoville Economic Development Corporation (SEDC) is vacant. Staff received an application from Ms. Shelley Sipriano to fill that vacancy. Ms. Sipriano currently is serving on the Planning & Zoning Commission Place 2. In compliance with City Ordinance No. 24-2019, the applicant has passed the criminal background check.

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

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

List of appointments

Regular Session Agenda Item: 6

Meeting Date: February 7, 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 curblin 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 curblin 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 7TH DAY OF FEBRUARY, 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: 7

Meeting Date: February 7, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the City Manager to engage C&M Concrete for concrete repairs to Shadybrook Lane and North Kaufman Street in an amount not to exceed One Hundred Six Thousand Two Hundred Fifty Dollars and Fifty Cents (\$106,250.50) through a City of Lancaster Master Interlocal Agreement; authorizing the City Manager to execute an agreement or any documents necessary for the work to be performed; and providing an effective date.

BACKGROUND OF ISSUE:

On April 21, 2014, City Council approved a Resolution to enter into a Master Interlocal Purchasing Agreement between the City of Seagoville and the City of Lancaster. The City of Lancaster acted as a purchasing agent for the purchase of various goods and services through the competitive bidding process. The City of Lancaster and C&M Concrete have previously entered into an agreement for C&M Concrete to provide repairs, which agreement provides that other government entities may participate in the agreement under all terms, conditions, specifications, and pricing as set forth in that agreement. The City of Seagoville desires to enter into an agreement with C&M Concrete under the Cooperative Purchase Agreement for concrete repairs to Shadybrook Lane and North Kaufman Street, as reflected on estimates submitted by C&M Concrete under the Cooperative Purchase Agreement in the amount of \$106,250.50. Funding for the repairs have been approved through the FY 2022 Street Maintenance budget.

FINANCIAL IMPACT:

\$106,250.50

RECOMMENDATION:

City Staff recommends approval.

EXHIBITS:

Resolution (2 pages)

Master Interlocal Cooperative Purchasing Agreement with Lancaster (4 pages)

C&M Agreement – Shadybrook and North Kaufman (2 pages)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING THE CITY MANAGER TO ENGAGE C&M CONCRETE FOR CONCRETE REPAIRS TO SHADYBROOK LANE AND NORTH KAUFMAN STREET IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIX THOUSAND TWO HUNDRED FIFTY DOLLARS AND FIFTY CENTS (\$106,250.50); AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT OR ANY DOCUMENTS NECESSARY FOR THE WORK TO BE PERFORMED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville and the City of Lancaster entered into a Master Interlocal Purchasing Agreement approved by the City Council of the City of Seagoville on April 21, 2014, under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code, under which the City of Lancaster acted as purchasing agent for the purchase of various goods and services through the competitive bidding process, attached hereto and incorporated herein as Exhibit "A", and

WHEREAS, the City of Lancaster, Texas and C&M Concrete have previously entered into an agreement for C&M Concrete, a copy of which is attached hereto and incorporated herein as Exhibit "B," to provide concrete repairs, which agreement provides that other government entities may participate in the agreement under all terms, conditions, specifications, and pricing as set forth in that agreement; and

WHEREAS, the City of Seagoville desires to enter into an agreement with C&M Concrete under the Cooperative Purchase Agreement for concrete repairs to Shadybrook Lane and North Kaufman Street as reflected on estimates submitted by C&M Concrete under the Cooperative Purchase Agreement, copies of which are attached hereto as Exhibits "C" and "D", in the total amount of \$106,250.50; and

WHEREAS, funding is available in the FY 2022 Street Maintenance Program budget; and

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the estimates 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 C&M Concrete to provide concrete repairs on Shadybrook Lane And North Kaufman Street;

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

SECTION 1. The City Manager is hereby authorized to engage C&M Concrete to provide the concrete repair of Shadybrook Lane and North Kaufman Street in an amount not to exceed One Hundred Six Thousand Two Hundred Fifty Dollars and Fifty Cents (\$106,250.50) as set forth in Exhibits "C" and "D"; and, the City Manager is authorized to execute any agreement or 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 7th day of February 7, 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

**MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF SEAGOVILLE
AND CITY OF LANCASTER**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, The City of Seagoville and City of Lancaster desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, The City of Seagoville and City of Lancaster represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. The City of Seagoville and City of Lancaster are authorized to participate in each other's current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
2. The City of Seagoville and City of Lancaster agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract, and that participating government shall deal directly with the vendor in obtaining the goods and services and payment therefore. The participating government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the City of Seagoville nor City of Lancaster warrant, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should

a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor.

3. Each government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective government.
4. Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either governments from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
5. Each government shall ensure that all applicable laws and ordinances have been satisfied.
6. **Effective Date and Term.** This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect indefinitely. Any party may modify or terminate this Agreement as provided in Paragraph(s) 7 or 8.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
8. **Termination.** This Agreement may be terminated at any time by the City of Seagoville or City of Lancaster, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 11 herein.
9. **Hold Harmless.** To the extent allowed by law, the City of Seagoville and City of Lancaster agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
10. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
11. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with

successful send confirmation, or by certified mail to the last business address as listed herein.

City of Seagoville: City of Seagoville
Attn: City Secretary
702 N. Highway 175
Seagoville, Texas 75159
Phone (972) 287-6819
dcrabtree@seagoville.us

City of Lancaster: City of Lancaster
PO Box 940
Lancaster, TX 75146
972-218-1329
purchasing@lancaster-tx.com

12. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
13. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
14. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
15. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid. This shall be Dallas County, Texas, United States of America for City of Lancaster and shall be Dallas County, Texas, United States of America for the City of Seagoville.
16. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective Government.
17. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party

thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

18. **Agreement Read.** The parties acknowledge that they understand and intend to be bound by the terms and conditions of this Agreement.
19. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical copies, each of which shall be deemed an original for all purposes.

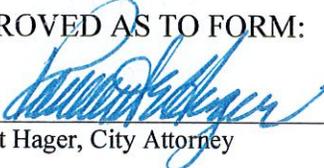
CITY OF SEAGOVILLE

BY: 
Larry Graves, City Manager

DATE: 4-21-14

ATTEST: 
Dara Crabtree, City Secretary

APPROVED AS TO FORM:


Robert Hager, City Attorney

CITY OF LANCASTER

BY: 
Opal Mauldin Robertson, City Manager

DATE: 6/9/14

ATTEST: _____


Sorangel O. Arenas, City Secretary



C&M Concrete Contracting

362 Linkview Dr
Duncanville, TX 75137

Estimate

Date	Estimate #
1/24/2022	DE-4716

Name / Address
Reness Plunkett City of Seagoville - Reness Plunkett 702 US-175 Frontage Road Seagoville, Texas 75159

Ship To
802 Shadybrook

P.O. No.	Project

Description	Qty	Rate	Total
100' x 32' x 8" = 355 SQY	355	95.50	33,902.50
200 lf curb	200	15.00	3,000.00
Total			\$36,902.50

Phone #
9729654781

E-mail
chris@concretepaving.net



C&M Concrete Contracting

362 Linkview Dr
Duncanville, TX 75137

Estimate

Date	Estimate #
1/24/2022	DE-4715

Name / Address
Reness Plunkett City of Seagoville - Reness Plunkett 702 US-175 Frontage Road Seagoville, Texas 75159

Ship To
907 N Kaufman

P.O. No.	Project

Description	Qty	Rate	Total
540' x 11'-6" x 8" Two lane Total = 696 SQY	696	95.50	66,468.00
192 LF Curb	192	15.00	2,880.00
Total			\$69,348.00

Phone #
9729654781

E-mail
chris@concretepaving.net

Regular Session Agenda Item: 8

Meeting Date: February 7, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an agreement for professional engineering services on a defined scope of services basis (“Agreement”) with Half Associates, Inc. for the purpose of providing an Emergency Preparedness Plan (EPP) in an amount not to exceed Fourteen Thousand Five Hundred Dollars and Zero Cents (\$14,500.00); authorizing the City Manager to sign; and providing an effective date.

BACKGROUND OF ISSUE:

In 2021, the Texas State Legislature passed SB3. This bill, which amends the State Water Code with the addition of Sec.13.1394, *Standards of Emergency Operations*, establishes the following requirement for the emergency operation of Water Utilities

Under a weather emergency resulting in an extended power outage lasting for more than 24 hours, the emergency operation of a local water system must prepare an Emergency Preparedness Plan (EPP) to ensure that it is able to provide a minimum water pressure of 20 pounds per square inch, as soon as safe and practicable following the occurrence of a natural disaster.

To that end, Water Utilities in the State of Texas must now adopt and submit to the TCEQ for its approval an EPP that demonstrates the utility’s ability to provide for emergency operations, and a timeline for implementing the EPP.

FINANCIAL IMPACT:

Funding for this contract in the amount of \$14,500.00 will be made from the FY2022 Water Budget.

RECOMMENDATION:

Staff recommends approving the agreement.

EXHIBITS:

Resolution
Half’s Standard Agreement for Professional Engineering Services
Exhibit 1, Proposed Scope of Work and Fee

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS ("AGREEMENT") WITH HALFF ASSOCIATES, INC. FOR THE PURPOSE OF PROVIDING AN EMERGENCY PREPAREDNESS PLAN (EPP); IN AN AMOUNT NOT TO EXCEED FOURTEEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$14,500.00); AUTHORIZING THE CITY MANAGER TO SIGN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas desires to enter into an Agreement for the purpose of providing an emergency preparedness plan (EPP); and,

WHEREAS, Halff Associates, Inc. has provided an agreement under which Halff would provide an emergency preparedness plan (EPP) in exchange for compensation in the amount not to exceed \$14,500.00; and,

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

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

SECTION 1. The agreement attached hereto as Exhibit A, with Halff Associates, Inc., for the purpose of provision by Halff of an emergency preparedness plan (EPP), in exchange for compensation in an amount not to exceed \$14,500.00 is approved, and the City Manager is authorized to execute the same on behalf of the City.

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 7th day of

February, 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(020222vwtTM127527)

EXHIBIT “A”

[Agreement with Half Associates for Emergency Preparedness Plan]



January 26, 2022

Chris Ryan
City of Seagoville, Texas

RE: Emergency Preparedness Plan required by TCEQ

Dear Mr.. Ryan:

HALFF ASSOCIATES, INC. (HALFF) is pleased to submit this proposal to the City of Seagoville to assist you in meeting the new TCEQ mandate to prepare an Emergency Preparedness Plan (EPP). The team we have assembled for this project builds our experience preparing your Risk & Resilience Assessment (RRA) and Emergency Response Plan (ERP) and offers expertise in the following areas:

- Direct experience with engineering design for similar sized water utilities
- First-hand knowledge of the challenges of operating your water utility
- Expertise in mitigation of natural and man-made hazards

Background:

In 2021, the Texas State Legislature passed SB3. This bill, which amends the State Water Code with the addition of Sec.13.1394, *Standards of Emergency Operations*, establishes the following requirement for the emergency operation of Water Utilities.

Under a weather emergency resulting in an extended power outage lasting for more than 24 hours, the emergency operation of a local water system must prepare an EPP to ensure that it is able to provide a minimum water pressure of 20 pounds per square inch, as soon as safe and practicable following the occurrence of a natural disaster.

To that end, Water Utilities in the State of Texas must now adopt and submit to the TCEQ for its approval an Emergency Preparedness Plan (EPP) that demonstrates the utility 's ability to provide for emergency operations, and a timeline for implementing the EPP.

Scope of Work:

Building upon our work to prepare the City's ERP, which will be completed and certified with the EPA prior to the deadline of December 30, 2021, we will provide the City with an EPP, which consists of two components

- (1) Final plan to be submitted to the Texas Commission on Environmental Quality (TCEQ) March 1, 2022
- (2) Plan implementation by July 1, 2022.

Sincerely,

A handwritten signature in black ink, appearing to read "Kimberly M. Miller".

Kimberly M. Miller, AICP
Principal Planner

APPENDIX A

PHASE 1: EMERGENCY PREPAREDNESS PLAN

Halff Associates proposes to leverage the utility's efforts for the preparation of the federally required ERP (under AWIA) to facilitate the preparation of a new EPP for the water utility. The EPP must meet the objectives describe above. This Plan must be submitted to TCEQ in March 2022 .

Task 1: Describe existing water system

The first task will be to describe the water system and to evaluate the threats to the Utility's existing water assets and partner systems. To expedite this task, the Halff Team will consult with Utility staff to eliminate non-critical assets from any further assessment and to incorporate the results of the ERP into this EPP document.

Primary assets to be evaluated will include:

- raw water intake pump stations,
- water treatment plants,
- potable water ground storage tanks and elevated storage tanks
- pump station, and pressure facility to provide water service to customers during emergencies

In order to prepare the EPP, Halff will also document the following aspects of the system. This will include only the equipment located in the City's water system, unless two or more systems rely on each other for emergency purposes, and it is documented in a contract or written agreement.

- Source
- Treatment
- Distribution
- Pressure Planes
- System Demand & System Size
- Power Provider
- Electrical Schematic

The Halff team will incorporate the map of the Utility's critical assets form the RRA and review existing Water System Diagrams and maps to determine if any refinement of these documents is needed before submission to TCEQ as a part of this plan.

Task 2: Evaluation of Emergency Preparedness and Identification of Preparedness Strategies

At the conclusion of this initial description process, it will be determined whether the Utility has sufficient resources to meet the State's requirements, and if so, if the EPP can be completed without further effort. In consultation with the Utility, the Halff Team will identify preliminary options to meet state objectives for the resilience of local water service.

This evaluation will also consider the Utility's operating procedures and interrelationships with adjoining water systems. To meet the State's requirements, the Utility must complete an EPP that provides one or more of the following options to ensure that water service remains available during an extended power outage:

- (1) Permanently installed automatic starting auxiliary generator(s);
- (2) Sharing of auxiliary generator capacity with one or more affected utilities
 - (2a) Distribution only system may rely on provider;
 - (2b) Participation in a statewide mutual aid program (TxWarn);
- (3) Negotiation of leasing and contracting agreements;
 - (3a) Obtain a leasing or contract agreement for emergency power equipment and fuel
 - (3b) Mutual aid agreement(s) with other water providers, exempt utilities, or providers or conveyors of potable or raw water service which provide for coordination with the TDEM in the governor's office;
- (4) Use of portable generators capable of serving multiple facilities equipped with quick-connect systems;
- (5) Use of on-site electrical generation or distributed generation facilities;
- (6) Hardening the electric transmission and distribution system serving the water system;
- (7) Use and maintenance of direct engine or right angle drives (for existing facilities only);
- (8) Protection of power source
 - (8a) Designation of water system as a critical load facility
 - (8b) Recognition of the water system as having redundant/isolated/dedicated electrical feeds;
- (9) Provide sufficient water storage capabilities;
- (10) Supplemental water supply;
 - (10a) Water supplies delivered from outside the service area of the affected utility using an emergency interconnect;
 - (10b) Water supplies delivered from outside the service area of the affected utility using a water hauler;
- (11) Water system has the ability to provide water through artesian flows;
- (12) Redundant interconnectivity between pressure zones;
- (13) Emergency water demand rules to maintain emergency operations;
- (14) Any other alternative determined by the commission to be acceptable.

Task 3: Emergency Communication

Complete the Emergency Communications segment of the EPP using information provided in the ERP as a starting point. Halff will provide copies of the pages in Section IV to post at your facility and/or for you to train your employees.

Task 4: Submission and Implementation of EPP

Upon completion of the EPP, Halff will provide a digital copy of the completed EPP form and additional documentation needed to the Texas Commission on Environmental Quality for review and approval to:

PDWEPP@tceq.texas.gov

After the approval letter is received from TCEQ, Halff will update the EPP form with appropriate documentation of compliance with plan distribution requirements. In addition, a copy of the approved plan must be maintained by the “affected utility”, so that it can be easily accessed in the event of an emergency.

A digital copy of the approved Emergency Preparedness Plan and the TCEQ Approval Letter will be prepared for distributed by Seagoville to the entities outlined in the EPP form.

	Deliverable	Budget
Emergency Preparedness Plan		
<i>Task 1: Describe existing water system</i>	<ul style="list-style-type: none"> Prepare complete description of existing water system based on ERP Identify additional information required 	\$2,500
<i>Task 2: Evaluation of Emergency Preparedness and Identification of Preparedness Strategies</i>	<ul style="list-style-type: none"> Meeting with Utility Assessment of preparedness and determination if additional action required 	\$7,000
<i>Task 3: Complete Emergency Communications Strategy</i>	<ul style="list-style-type: none"> Identify all necessary emergency contacts and procedures 	\$2,000
<i>Task 4: Submission and Implementation of EPP</i>	<ul style="list-style-type: none"> If no additional action required, complete EPP Submit report to required entities Revise approved report and prepare digital copy for distribution & implementation 	\$3,000
Total:		\$14,500

Schedule:

	Jan	Feb	Mar	April	May
Phase I					
Task 1					
Task 2					
Task 3					
Task 4					

Additional Services, if Required.

If, following the review of the 14 options above, it is determined that the existing measures to provide for adequate power and pressure in the event of an emergency lasting more than 24 hours, the evaluation of Alternate Power Options will be followed by a plan to develop one or more of these strategies for implementation. If required, these services would include:

- **Alternate Power Options Selection** Halff will assist the Utility with the evaluation of potential options to meet future power needs and to comply with this legislation.
- **Alternate Power Option Implementation Plan** If power generation in the form of a new auxiliary power source is required, an analysis of the needs for alternate power will be conducted for each critical facility, and a power solution provided, including generator information and Alternate Power Option Details.

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON
A DEFINED SCOPE OF SERVICES BASIS**

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the City of Seagoville, a **Political subdivision** of the State of **Texas**, hereinafter referred to as "Client", duly authorized to act by the **City** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

WITNESSETH:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

I. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties and shall continue in effect thereafter until terminated as provided herein.

II. Services to be Performed by Engineer. Engineer shall provide to the Client basic engineering services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A**" which services may include, but will not be limited to, those services normally rendered by an engineer to a **Political subdivision**. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. Compensation. Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

IV. Client's Obligations. The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

V. Termination of Work. Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. Ownership of Documents. Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

VII. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

VIII. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Engineer and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

IX. Insurance. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. Engineer shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

X. Prompt Performance by Engineer. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of **Texas** applicable to such engineering services contemplated by this Agreement.

XI. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

XII. Assignment and Delegation. Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

XIII. Jurisdiction and Venue. This Agreement shall be administered under the substantive laws of the State of **Texas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Dallas County, Texas**.

XIV. Integration, Merger and Severability. This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. Exclusivity of Remedies. The Parties acknowledge and agree that the remedies set forth in this Agreement (Agreed Remedies) are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. Timeliness of Performance. Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

XVIII. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF THE CLIENT'S PROJECT IS OMITTED FROM THE ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, THE CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN THE ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, THE ENGINEER WILL BE RESPONSIBLE, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (II) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT CONTRACTOR PROVIDED UNIT PRICING THE CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

XIX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE RECEIVED FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

XX. WAIVER. Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XXI. Signatories. The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the 21st day of October, 2021.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF SEAGOVILLE, TEXAS

By: 
Signature
Kirk Wilson
Printed Name
Team Leader, Team 57
Title
01/26/22
Date

By: _____
Signature

Printed Name

Title

Date

Regular Session Agenda Item: 9

Meeting Date: February 7, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the City Manager to engage Road Master Striping, LLC for pavement marking services to Malloy Bridge Road in an amount not to exceed Eighty Six Thousand Two Hundred Fifty Two Dollars and Fifty Cents (\$86,252.50) through a City of Allen Master Interlocal Agreement; authorizing the City Manager to execute an agreement or any documents necessary for the work to be performed; and providing an effective date.

BACKGROUND OF ISSUE:

In April of 2011, City Council approved a Resolution to enter into a Master Interlocal Purchasing Agreement between the City of Seagoville and the City of Allen. The City of Allen acted as a purchasing agent for the purchase of various goods and services through the competitive bidding process. The City of Allen and Road Master Striping, LLC have previously entered into an agreement for Road Master Striping, LLC to provide pavement marking services, which agreement provides that other government entities may participate in the agreement under all terms, conditions, specifications, and pricing as set forth in that agreement. The City of Seagoville desires to enter into an agreement with Road Master Striping, LLC under the Cooperative Purchase Agreement for pavement marking services to Malloy Bridge Road as reflected on the estimate submitted by Road Master Striping, LLC under the Cooperative Purchase Agreement in the amount of \$86,252.50 for Malloy Bridge Road from City limits to City limits. Funding for the repairs have been approved in the FY 2022 Street Maintenance Program budget.

FINANCIAL IMPACT:

\$86,252.50

RECOMMENDATION:

City Staff recommends approval.

EXHIBITS:

Resolution (2 pages)

Master Interlocal Cooperative Purchasing Agreement with Allen and Standard Fixed Pricing (8 pages)

Agreement for Pavement Markings Services - Allen (12 pages)

Seagoville Road Master Striping, LLC – Malloy Bridge Road (1 page)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING THE CITY MANAGER TO ENGAGE ROAD MASTER STRIPING, LLC FOR PAVEMENT MARKING SERVICES FOR MALLOY BRIDGE ROAD FOR COMPENSATION IN AN AMOUNT NOT TO EXCEED EIGHTY SIX THOUSAND TWO HUNDRED FIFTY TWO DOLLARS AND FIFTY CENTS (\$86,252.50); AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT OR ANY DOCUMENTS NECESSARY FOR THE WORK TO BE PERFORMED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville and the City of Allen entered into a Master Interlocal Purchasing Agreement approved by the City Council of the City of Seagoville in April of 2011, under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code, under which the City of Allen acted as purchasing agent for the purchase of various goods and services through the competitive bidding process, attached hereto and incorporated herein as Exhibit "A", and

WHEREAS, the City of Allen, Texas and Road Master Striping, LLC have previously entered into an agreement for Road Master Striping, LLC, a copy of which is attached hereto and incorporated herein as Exhibit "B", to provide pavement marking services, which agreement provides that other government entities may participate in the agreement under all terms, conditions, specifications, and pricing as set forth in that agreement; and

WHEREAS, the City of Seagoville desires to enter into an agreement with Road Master Striping, LLC under the Cooperative Purchase Agreement for pavement marking services to Malloy Bridge Road as reflected on estimates submitted by Road Master Striping, LLC under the Cooperative Purchase Agreement, copies of which are attached hereto as Exhibits "C", in the amount of \$86,252.50 for Malloy Bridge Road from City limits to City limits; and

WHEREAS, funding for this work is approved in the FY 2022 Street Maintenance Program budget; and

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the estimates 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 Road Master Striping, LLC to provide pavement marking services;

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

SECTION 1. The City Manager is hereby authorized to engage Road Master Striping, LLC to provide the pavement marking services in an amount not to exceed Eighty Six Thousand Two Hundred Fifty Two Dollars and Fifty cents (\$86,252.50) as set forth in Exhibits "C"; and, the City Manager is authorized to execute any agreement or documents substantially consistent with Exhibit "C" and 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 7th day of February, 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(020222vwtTM127)

STATE OF TEXAS

§

COUNTY OF COLLIN &
DALLAS

§

§

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is by and between the City of Allen, Texas ("Allen"), and the City of Seagoville, Texas, acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

WHEREAS, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE I PURPOSE

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

**ARTICLE II
TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

**ARTICLE III
TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

**ARTICLE IV
PURCHASING**

The City Manager or designee for each of party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

**ARTICLE V
MISCELLANEOUS**

5.1 **Relationship of Parties:** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

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

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas.

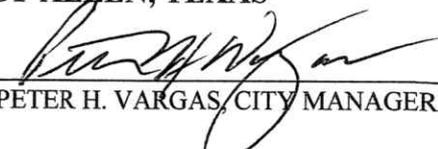
5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

5.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this 29th day of March, 2011.

CITY OF ALLEN, TEXAS

By: 
PETER H. VARGAS, CITY MANAGER

One Allen Civic Plaza
305 Century Parkway
Allen, TX 75013

ATTEST:

By: 
SHELLEY GEORGE, CITY SECRETARY

EXECUTED this 17th day of MARCH, 2011.

CITY OF SEAGOVILLE TEXAS

By: 
SIDNEY M. SEXTON JR., MAYOR
CITY OF OF SEAGOVILLE
702 N. HWY 175
SEAGOVILLE, TX 75159

ATTEST:

By: 
SHEILA J. MARTIN, CITY SECRETARY

Road Master Striping, LLC

1301 SE McKinney St
Rice, TX 75155

Proposal

Date	Proposal #
10/6/2021	21-288

Name / Address
CITY OF ALLEN 305 CENTURY PARKWAY ALLEN, TEXAS 75013
DBE#-HMDB64808N0322

Location
TERM CONTRACT FOR PAVEMENT MARKINGS BID# 2021-10-6 P.O. 2290042

Bid Date
10/6/2021

Bid Item #	Description	Qty	U/M	Cost	Total
1	THERMOPLASTIC PAVEMENT MARKINGS FURNISH AND INSTALL SOLID WHITE OR YELLOW TRAFFIC PAINT (4") INCLUDING SURFACE PREPARATION	5,000	LF	0.30	1,500.00
2	FURNISH AND INSTALL SOLID WHITE OR YELLOW TRAFFIC PAINT (6") INCLUDING SURFACE PREPARATION	5,000	LF	0.40	2,000.00
3	FURNISH AND INSTALL SOLID WHITE OR YELLOW TRAFFIC PAINT (8") INCLUDING SURFACE PREPARATION	3,000	LF	0.60	1,800.00
4	FURNISH AND INSTALL SOLID WHITE OR YELLOW TRAFFIC PAINT (12") INCLUDING SURFACE PREPARATION	1,000	LF	0.90	900.00
5	FURNISH AND INSTALL SOLID WHITE OR YELLOW TRAFFIC PAINT (24") INCLUDING SURFACE PREPARATION	500	LF	1.80	900.00
6	FURNISH AND INSTALL SOLID WHITE TRAFFIC PAINT (WORD) "ONLY " INCLUDING SURFACE PREPARATION	10	EA	35.00	350.00
7	FURNISH AND INSTALL SOLID WHITE TRAFFIC PAINT (ARROW) (RIGHT, LEFT, U-TURN, OR STRAIGHT) INCLUDING SURFACE PREPARATION	15	EA	50.00	750.00
8	FURNISH AND INSTALL HOT APPLIED THERMOPLASTIC SOLID WHITE PAVEMENT MARKINGS (4") INCLUDING SURFACE PREPARATION	2,500	LF	0.75	1,875.00
9	FURNISH AND INSTALL HOT APPLIED THERMOPLASTIC SOLID WHITE PAVEMENT MARKINGS (6") INCLUDING SURFACE PREPARATION	2,500	LF	1.10	2,750.00
10	FURNISH AND INSTALL HOT APPLIED THERMOPLASTIC SOLID WHITE PAVEMENT MARKINGS (8") INCLUDING SURFACE PREPARATION	1,000	LF	1.50	1,500.00
11	FURNISH AND INSTALL HOT APPLIED THERMOPLASTIC SOLID WHITE PAVEMENT MARKINGS (12") INCLUDING SURFACE PREPARATION	500	LF	3.75	1,875.00
12	FURNISH AND INSTALL HOT APPLIED THERMOPLASTIC SOLID WHITE PAVEMENT MARKINGS (24") INCLUDING SURFACE PREPARATION	500	LF	7.50	3,750.00
13	FURNISH AND INSTALL HOT APPLIED THERMOPLASTIC SOLID YELLOW PAVEMENT MARKINGS (4") INCLUDING SURFACE PREPARATION	500	LF	0.75	375.00

Estimator miguel.loeza@roadmasterstriping.com	Subtotal
	Sales Tax (0.0%)
	Total

Road Master Striping, LLC

1301 SE McKinney St
Rice, TX 75155

Proposal

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10/6/2021	21-288

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Location
TERM CONTRACT FOR PAVEMENT MARKINGS BID# 2021-10-6 P.O. 2290042

Bid Date
10/6/2021

Bid Item #	Description	Qty	U/M	Cost	Total
14	FURNISH AND INSTALL HOT APPLIED THERMOPLASTIC SOLID YELLOW PAVEMENT MARKINGS (12" X 18" YIELD LINE) INCLUDING SURFACE PREPARATION	50	LF	6.00	300.00
15	FURNISH AND INSTALL HOT APPLIED THERMOPLASTIC SOLID YELLOW PAVEMENT MARKINGS (24" X 36" YIELD LINE) INCLUDING SURFACE PREPARATION	50	LF	12.00	600.00
16	FURNISH AND INSTALL HOT APPLIED THERMOPLASTIC SOLID WHITE (WORD) ' ONLY " INCLUDING SURFACE PREPARATION	15	EA	125.00	1,875.00
17	FURNISH AND INSTALL HOT APPLIED THERMOPLASTIC SOLID WHITE PAVEMENT MARKINGS (ARROW) (RIGHT, LEFT, U-TURN, OR STRAIGHT) INCLUDING SURFACE PREPARATION	15	EA	175.00	2,625.00
18	FURNISH AND INSTALL HOT APPLIED THERMOPLASTIC SOLID WHITE PAVEMENT MARKINGS (DOUBLE ARROW) INCLUDING SURFACE PREPARATION	5	EA	225.00	1,125.00
19	FURNISH AND INSTALL HOT APPLIED THERMOPLASTIC SOLID WHITE PAVEMENT MARKINGS(SHARKS TEETH / YIELD TRIANGLES) (24x36) INCLUDING SURFACE PREPARATION	50	EA	35.00	1,750.00
20	REMOVE TRAFFIC PAINT (4")(THIS IS NOT SURFACE PREPARATION FOR OTHER ITEMS)	2,500	LF	0.15	375.00
21	REMOVE TRAFFIC PAINT (6")(THIS IS NOT SURFACE PREPARATION FOR OTHER ITEMS)	2,500	LF	0.20	500.00
22	REMOVE SOLID TRAFFIC PAINT (8")(THIS IS NOT SURFACE PREPARATION FOR OTHER ITEMS)	1,000	LF	0.30	300.00
23	REMOVE SOLID TRAFFIC PAINT (12")(THIS IS NOT SURFACE PREPARATION FOR OTHER ITEMS)	1,000	LF	0.50	500.00
24	REMOVE SOLID TRAFFIC PAINT (24")(THIS IS NOT SURFACE PREPARATION FOR OTHER ITEMS)	500	LF	1.00	500.00
25	REMOVE SOLID TRAFFIC PAINT (WORD) " ONLY" (THIS IS NOT SURFACE PREPARATION FOR OTHER ITEMS)	10	EA	10.00	100.00

Estimator miguel.loeza@roadmasterstriping.com	Subtotal
	Sales Tax (0.0%)
	Total

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Location
TERM CONTRACT FOR PAVEMENT MARKINGS BID# 2021-10-6 P.O. 2290042

Bid Date
10/6/2021

Bid Item #	Description	Qty	U/M	Cost	Total
26	REMOVE SOLID TRAFFIC PAINT (ARROW (RIGHT, LEFT, U-TURN OR STRAIGHT)(THIS IS NOT SURFACE PREPARATION FOR OTHER ITEMS)	10	EA	15.00	150.00
27	REMOVE HOT APPLIED THERMOPLASTIC SOLID WHITE PAVEMENT MARKINGS (4")(THIS IS NOT SURFACE PREPARATION FOR OTHER ITEMS)	500	LF	0.50	250.00
28	REMOVE HOT APPLIED THERMOPLASTIC SOLID WHITE PAVEMENT MARKINGS (6")(THIS IS NOT SURFACE PREPARATION FOR OTHER ITEMS)	500	LF	0.75	375.00
29	REMOVE HOT APPLIED THERMOPLASTIC SOLID WHITE PAVEMENT MARKINGS (8")(THIS IS NOT SURFACE PREPARATION FOR OTHER ITEMS)	500	LF	1.00	500.00
30	REMOVE HOT APPLIED THERMOPLASTIC SOLID WHITE PAVEMENT MARKINGS (12")(THIS IS NOT SURFACE PREPARATION FOR OTHER ITEMS)	300	LF	1.50	450.00
31	REMOVE HOT APPLIED THERMOPLASTIC SOLID WHITE PAVEMENT MARKINGS (24")(THIS IS NOT SURFACE PREPARATION FOR OTHER ITEMS)	200	LF	3.00	600.00
32	REMOVE HOT APPLIED THERMOPLASTIC PAVEMENT MARKINGS (12" X 18" YIELD LINE)(THIS IS NOT SURFACE PREPARATION FOR OTHER ITEMS)	5	LF	4.00	20.00
33	REMOVE HOT APPLIED THERMOPLASTIC PAVEMENT MARKINGS (24" X 36" YIELD LINE)(THIS IS NOT SURFACE PREPARATION FOR OTHER ITEMS)	5	LF	6.00	30.00
34	REMOVE HOT APPLIED THERMOPLASTIC PAVEMENT MARKINGS (WORD) (THIS IS NOT SURFACE PREPARATION FOR OTHER ITEMS)	5	EA	25.00	125.00
35	REMOVE HOT APPLIED THERMOPLASTIC PAVEMENT MARKINGS (ARROW) (RIGHT, LEFT, U-TURN, OR STRAIGHT)(THIS IS NOT SURFACE PREPARATION FOR OTHER ITEMS)	5	EA	45.00	225.00

Estimator miguel.loeza@roadmasterstriping.com	Subtotal
	Sales Tax (0.0%)
	Total

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Location
TERM CONTRACT FOR PAVEMENT MARKINGS BID# 2021-10-6 P.O. 2290042

Bid Date
10/6/2021

Bid Item #	Description	Qty	U/M	Cost	Total
36	REMOVE HOT APPLIED THERMOPLASTIC PAVEMENT MARKINGS (DOUBLE ARROW) (THIS IS NOT SURFACE PREPARATION FOR OTHER ITEMS)	5	EA	55.00	275.00
37	REMOVE HOT APPLIED THERMOPLASTIC PAVEMENT MARKINGS (SHARKS TEETH / YIELD TRIANGLES 36x24) (THIS IS NOT SURFACE PREPARATION FOR OTHER ITEMS)	50	EA	15.00	750.00
38	FURNISH AND INSTALL SOLID RED FIRE LANE TRAFFIC PAINT (6") WITH "FIRE LANE" (4") AND/OR " NO PARKING " (4") ALTERNATING EVERY FIFTY (50) FEET ON CURB-FACE OR PAVEMENT, AS DIRECTED BY THE ENGINEER, INCLUDING SURFACE PREPARATION	1,500	LF	0.45	675.00
39	FURNISH AND INSTALL SOLID WHITE TRAFFIC PAINT (6") WITH "VISITOR" (4") AND/OR OTHER TEXT (4") TO BE DETERMINED BY THE ENGINEER EVERY TEN (10) FEET ON CURB-FACE OR PAVEMENT, AS DIRECTED BY THE ENGINEER, INCLUDING SURFACE PREPARATION	1,500	LF	1.00	1,500.00
40	FURNISH AND INSTALL SHARROW STREET MARKING (SHARED - LANE MARKING)	1	EA	300.00	300.00
1	RAISED PAVEMENT MARKINGS FURNISH AND INSTALL WITH EPOXY RAISED ACRYLIC PAVEMENT MARKERS (TYPE I-A REFLECTORIZED MARKER) INCLUDING SURFACE PREPARATION	1,000	EA	3.25	3,250.00
2	FURNISH AND INSTALL WITH EPOXY RAISED ACRYLIC PAVEMENT MARKERS (TYPE I-C REFLECTORIZED MARKER) INCLUDING SURFACE PREPARATION	1,000	EA	3.25	3,250.00
3	FURNISH AND INSTALL WITH EPOXY RAISED ACRYLIC PAVEMENT MARKERS (TYPE II-A-A REFLECTORIZED MARKER) INCLUDING SURFACE PREPARATION	1,000	EA	3.25	3,250.00
4	FURNISH AND INSTALL WITH EPOXY RAISED ACRYLIC PAVEMENT MARKERS (TYPE II-A-R REFLECTORIZED MARKER) INCLUDING SURFACE PREPARATION	1,000	EA	3.25	3,250.00

Estimator miguel.loeza@roadmasterstriping.com	Subtotal
	Sales Tax (0.0%)
	Total

Road Master Striping, LLC

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Bid Date
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Bid Item #	Description	Qty	U/M	Cost	Total
5	FURNISH AND INSTALL WITH EPOXY RAISED ACRYLIC PAVEMENT MARKERS (TYPE II-C-C REFLECTORIZED MARKER) INCLUDING SURFACE PREPARATION	1,000	EA	3.25	3,250.00
6	FURNISH AND INSTALL WITH EPOXY RAISED ACRYLIC PAVEMENT MARKERS (TYPE II-C-R REFLECTORIZED MARKER) INCLUDING SURFACE PREPARATION	1,000	EA	3.25	3,250.00
7	FURNISH AND INSTALL WITH EPOXY RAISED ACRYLIC PAVEMENT MARKERS (TYPE W) INCLUDING SURFACE PREPARATION	1,000	EA	3.00	3,000.00
8	FURNISH AND INSTALL WITH EPOXY RAISED ACRYLIC PAVEMENT MARKERS (TYPE Y) INCLUDING SURFACE PREPARATION	1,000	EA	3.00	3,000.00
9	FURNISH AND INSTALL WITH EPOXY RAISED ACRYLIC PAVEMENT MARKERS (TYPE II-B-B) INCLUDING SURFACE PREPARATION	50	EA	3.25	162.50
10	FURNISH AND INSTALL WITH EPOXY RAISED CHANNELIZING TRAFFIC BUTTONS (6") INCLUDING SURFACE PREPARATION	200	EA	15.00	3,000.00
11	FURNISH AND INSTALL WITH EPOXY RAISED CHANNELIZING TRAFFIC BUTTONS (8") INCLUDING SURFACE PREPARATION	200	EA	25.00	5,000.00
12	FURNISH AND INSTALL WITH EPOXY 6" RAISED ACRYLIC JIGGLE BAR TILE (TYPE I-A REFLECTORIZED) INCLUDING SURFACE PREPARATION	100	EA	12.50	1,250.00
13	FURNISH AND INSTALL WITH EPOXY 6" RAISED ACRYLIC JIGGLE BAR TILE (TYPE I-C REFLECTORIZED) INCLUDING SURFACE PREPARATION	100	EA	12.50	1,250.00
14	FURNISH AND INSTALL WITH EPOXY 6" RAISED ACRYLIC JIGGLE BAR TILE (TYPE W NONREFLECTORIZED) INCLUDING SURFACE PREPARATION	50	EA	12.00	600.00
15	FURNISH AND INSTALL WITH EPOXY 6" RAISED ACRYLIC JIGGLE BAR TILE (TYPE Y NONREFLECTORIZED) INCLUDING SURFACE PREPARATION	50	EA	12.00	600.00
16	REMOVE RAISED PAVEMENT MARKERS OR BUTTONS INCLUDING GLUE TO EXISTING PAVEMENT	2,000	EA	1.00	2,000.00
17	REMOVE RAISED JIGGLE BAR TILE INCLUDING GLUE TO EXISTING PAVEMENT	100	EA	5.00	500.00
Estimator miguel.loeza@roadmasterstriping.com				Subtotal	\$76,962.50
PROPOSAL VALID FOR 30 DAYS				Sales Tax (0.0%)	\$0.00
PHONE # - 903-326-4530 FAX# - 903-326-4671				Total	\$76,962.50

STATE OF TEXAS §
§
COUNTY OF COLLIN §

AGREEMENT FOR PAVEMENT MARKINGS SERVICES

This Agreement for Annual Services ("Agreement") is made by and between the City of Allen, Texas ("City") and Road Master Striping, LLC, a Texas Limited Liability Company ("Contractor") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to obtain Pavement Markings Services from Company in accordance with the bid specifications attached hereto as Exhibit "A" ("Specifications"); and

WHEREAS, Company desires to provide services to City in accordance with its response to Specifications attached hereto as Exhibit "A";

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**Article I
Term**

The term of this Agreement shall begin on February 2, 2021 (the "Effective Date") and continue until the last day of February 2022, unless earlier terminated as provided herein (the "Initial Term").

City maintains the right to automatically renew this Agreement for up to two additional renewal terms of one year each at the City's sole discretion, the first renewal term beginning on March 1, 2022.

**Article II
Contract Documents**

Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence.

- A. This Agreement;
- B. City's Invitation for Bid No. 2021-10-5 ("Specifications"); and
- C. Road Master Striping, LLC's Response to City's Invitation for Bid No. 2021-10-5 ("Response").

**Article III
Scope of Services**

Contractor shall provide the Services specifically set forth in the Specifications, including those requirements in the sample contract to the extent they do not conflict with this Agreement, as contained in Exhibit "A," which is attached hereto and made a part of this Agreement for all purposes.

**Article IV
Schedule of Work**

Contractor agrees to commence Services upon the Effective Date of this Agreement and to complete the required Services in accordance with the schedules and at the times and locations provided by the City as set forth in Exhibit "A," including the Requirements in the sample contract to the extent they do not conflict with this Agreement.

**Article V
Compensation and Method of Payment**

5.1 Charges. City shall compensate Contractor for the Services, including all labor, materials, equipment and supplies as provided in Exhibit "A." The total compensation to Contractor shall not exceed \$80,000.00 (*eighty thousand dollars and no/100/cents*) during the Initial Term or any renewal term under this Agreement. Contractor shall provide the City with written invoices on a monthly basis describing the work and Services performed as provided in Exhibit "A." Upon approval, City shall compensate Contractor as provided herein and in Exhibit "A" with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed.

**Article VI
Notice to Proceed**

Contractor shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Contractor prior to Contractor's receipt of a written Notice to Proceed from City shall be entirely at Contractor's own risk. Work performed and expenses incurred after Contractor has received a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved task order.

**Article VII
Suspension of Work**

City shall have the right to immediately suspend work by Contractor if City determines in its sole discretion that Contractor has, or will fail to perform, in

accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action.

Article VIII Devotion of Time; Personnel; and Equipment

8.1 The Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City; and without decreasing the effectiveness of the performance of services required under this Agreement.

8.2 To the extent reasonably necessary for the Contractor to perform the services under this Agreement, the Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Contractor.

8.3 The Contractor shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

8.4 Time is and shall be of the essence in the performance of this Agreement as written.

Article IX Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article X Termination

This Agreement may be terminated by:

- (a) by mutual written agreement of the parties;
- (b) immediately by City, if Contractor defaults or breaches any of the terms or conditions of this Agreement;
- (c) by either party, upon thirty (30) days prior to written notice. Should Contractor terminate this Agreement under this provision,

- Contractor shall further state the reason(s) for termination in its written notice;
- (d) by City, if Company suffers an Event of Bankruptcy or Insolvency; or "Event of Bankruptcy" shall mean the dissolution or termination (other than a dissolution or termination by reason of Company merging with an affiliate of Company) of Company's existence as a going business, insolvency, appointment of receiver for any part of Company's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company and in the event such proceeding is not voluntarily commenced by the Company, such proceeding is not dismissed within ninety (90) business days after the filing thereof;
 - (e) by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year; or

Article XI Insurance

- (a) For coverage requirements, please refer to the table on the following page. All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.
- (b) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (c) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to

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

Contracts in the Amount of \$0-\$100,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate; or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$100,000-\$1,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$1,000,000 each occurrence \$2,000,000 general aggregate \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	• \$1,000,000 per occurrence	City to be named as a additional insured

	<ul style="list-style-type: none"> • \$1,000,000 aggregate or; • \$1,000,000 combined single limits 	
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$1,000,000-\$8,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate; \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> • \$1,000,000 per occurrence • \$2,000,000 aggregate or; • \$2,000,000 combined single limits 	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

All Contracts over \$8,000,000 must contact Risk Management for insurance specifications. All Certificates of Insurance need to reference job or contract number in comments section.

Article XII
Miscellaneous

12.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

12.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Contractor to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

12.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

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

12.7 Independent Contractor. It is understood and agreed by and between the parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent Contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

12.8 Under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), the City of Allen has endeavored to reduce / improve storm water quality per direction of the Texas Commission of Environmental Quality (TCEQ). The City of Allen has developed standard operating procedures (SOP's) for our Storm Water Management Program (SWMP). By signing this contract all vendors accept to follow our SOP's of our SWMP. Follow the link for our SOP's <http://www.cityofallen.org/933/Storm-Water-Management>

12.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:
Eric Ellwanger
City Manager
3rd floor, City Hall
305 Century Parkway
Allen, Texas 75013
Facsimile: 214-509-4118
Telephone: 214-509-4110

with copy to:
Peter G. Smith
Nichols, Jackson, Dillard, Hager
& Smith, L.L.P.
500 N. Akard, 1800 Lincoln
Plaza
Dallas, Texas 75201
Facsimile: 214-965-0010

If intended for Contractor:
Road Master Striping, LLC
1301 SE McKinney
Rice, TX 75155

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

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

12.12 Indemnification. Contractor shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to

indemnify City pursuant to this Contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.

12.13 Audits and Records. Contractor agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

12.14 Conflicts of Interests. The Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.15 Warranty. The Contractor warrants to the City that all labor furnished to perform the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that the work will be performed in a good and workmanlike manner and at least in accordance with industry standards, and that the work will be of good quality, free from faults and defects and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

12.16 Uniforms. Contractor shall provide and require its employees to wear a uniform that bears the company name, logo, and the employee's name. Uniforms are not to be dirty, stained, or torn. Uniforms shall be worn at all times while on the job. Contractor shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulation, ordinances, and/or manufacturer's instruction for material and equipment. All employees of Contractor working on right-of-ways or medians must utilize personal protective equipment such as safety vests to insure their visibility to drivers.

12.17 Warning Devices and Barricades. The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, and other devices as may be necessary or appropriate or required by the City to protect persons or property in, near or adjacent to the jobsite. The contractor shall comply with all applicable Federal, State, and Local Laws regarding occupational safety and health as well as providing protection of the environment. This shall include but not be limited to compliance with U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and U.S. Environmental Protection Agency (EPA) guidelines and regulations. No separate compensation shall be paid to the Contractor for such measures.

12.18 Protection of Utilities. The Contractor shall use best efforts to leave undisturbed and uninterrupted all irrigation systems, utilities, and utility services provided to the job site or which presently exist at, above, or beneath the location where the work is to be performed. In the event that any irrigation system, utility, or utility service is disturbed or damaged during the progress of the work, the Contractor

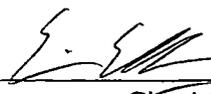
shall forthwith repair, remedy or restore the utility at Contractor's sole expense. The Contractor is responsible for an inspection of the site prior to commencing work on site to ensure that no damage is existing or will not occur when maintenance begins. If damage is noted or if probable damage will occur then it is the contractor's responsibility to notify the City of Allen representative so that the City of Allen can take action to correct and document the problem(s). The contractor is responsible for the replacement of all irrigation heads that are damaged by mowing with like equipment approved by the City of Allen.

12.19 PROHIBITION OF BOYCOTT ISRAEL Company 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. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

(Signature page to follow)

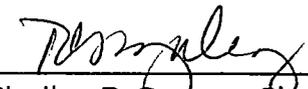
EXECUTED this 3 day of February, 2021.

CITY OF ALLEN

By: 
Eric Ellwanger, City Manager

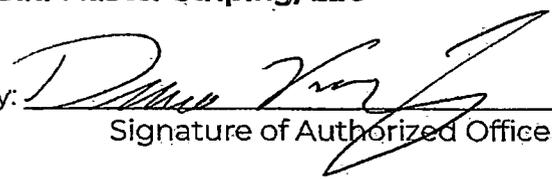
305 Century Parkway
Allen, Texas 75013

ATTEST


for Shelley B. George, City Secretary

EXECUTED this 1 day of FEBRUARY, 2021.

Road Master Striping, LLC

By: 
Signature of Authorized Officer

Name: Dino Vasquez
Print Name

Title: President

1301 SE McKinney
Rice, TX 75155

EXHIBIT "A"
SPECIFICATIONS AND RESPONSE

1. City's Invitation for Bid #2021-10-5.
2. Road Master Striping, LLC's Response to City's Invitation for Bid #2021-10-5.

Road Master Striping, LLC

1301 SE McKinney St
Rice, TX 75155

Proposal

Date	Proposal #
2/2/2022	22-432

Name / Address
ESTIMATING DEPARTMENT
DBE#-HMDB64808N0322

Location
MALLOY BRIDGE RD SEAGOVILLE TX PIGGY BACKING ON CITY OF ALLEN PAVEMENT MARKINGS CONTACT BID# 2021-10-6

Bid Date
2/2/2022

Bid Item #	Description	Qty	U/M	Cost	Total
1	REFL PAV MRK TY I (W) 4" (BRK)	2,970	LF	0.75	2,227.50
2	REFL PAV MRK TY I (W) 4" (SLD)	49,810	LF	0.75	37,357.50
3	REFL PAV MRK TY I (W) 8" (SLD)	1,090	LF	1.50	1,635.00
4	REFL PAV MRK TY I (W) 12"(SLD)	590	LF	3.75	2,212.50
5	REFL PAV MRK TY I (W) 24"(SLD)	184	LF	7.50	1,380.00
6	REFL PAV MRK TY I (Y) 4" (BRK)	2,790	LF	0.75	2,092.50
7	REFL PAV MRK TY I (Y) 4" (SLD)	34,453	LF	0.75	25,839.75
8	REFL PAV MRK TY I (Y) 12" (SLD)	30	LF	3.75	112.50
9	REFL PAV MRK TY I (W) (ARROW)	4	EA	175.00	700.00
10	REFL PAV MRK TY I (W) (WORD)	3	EA	125.00	375.00
11	REFL PAV MRKR TY II-A-A (CENTER EVERY 40 FT)	644	EA	3.25	2,093.00
12	REFL PAV MRKR TY II-C-R	397	EA	3.25	1,290.25
13	ELIM EXT PAV MRK & MRKS (4")	12,310	LF	0.50	6,155.00
14	ELIM EXT PAV MRK & MRKS (8")	1,090	LF	1.00	1,090.00
15	ELIM EXT PAV MRK & MRKS (12")	590	LF	1.50	885.00
16	ELIM EXT PAV MRK & MRKS (24")	184	LF	3.00	552.00
17	ELIM EXT PAV MRK & MRKS (ARROW)	4	EA	45.00	180.00
18	ELIM EXT PAV MRK & MRKS (WORD)	3	EA	25.00	75.00
	PRICE IS FOR WORK LISTED ABOVE ONLY. ANY ADDITIONAL WORK WILL BE BY UNIT PRICE.				
	THIS PROPOSAL IS BASED ON ONE MOVE- IN. ADDITIONAL MOVE-INS WILL BE CHARGED A MINIMUM OF \$2,000.00 EXCLUSIONS: TRAFFIC CONTROL & BARRICADES, REMOVAL OF ANY EXISTING PAVEMENT MARKING,WORK ZONE PAVEMENT MARKINGS, PREFAB TAPE, SIGNS,MMA TRAFFIC PAINT, WATER BLASTING FOR REMOVAL OR SURFACE PREP			0.00	0.00
Estimator miguel.loeza@roadmasterstriping.com			Subtotal		\$86,252.50
PROPOSAL VALID FOR 30 DAYS			Sales Tax (0.0%)		\$0.00
PHONE # - 903-326-4530 FAX# - 903-326-4671			Total		\$86,252.50

Regular Session Agenda Item: 10

Meeting Date: February 7, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an agreement for consulting services on a water and wastewater cost of service and rate design study with NewGen Strategies and Solutions, LLC.; in an amount not to exceed Thirty-Two Thousand Five Hundred Dollars and Zero Cents (\$32,500.00); authorizing the City Manager to sign; and providing an effective date.

BACKGROUND OF ISSUE:

Staff obtained an agreement from NewGen Strategies and Solutions, LLC. for the purpose of providing a water and wastewater cost of service and rate design study. The study will provide a five-year forecast of water and wastewater revenue requirements and accompanying rate scenarios which will meet the City's revenue recovery objectives. NewGen will examine the utility's capital requirements for both planned development and replacement needs in suggesting rates sufficient to provide continuous and adequate service to the City's utility customer.

FINANCIAL IMPACT:

Funding for this contract in the amount of \$32,500.00 will be made from the FY2022 Water Budget.

RECOMMENDATION:

Staff recommends approving the agreement.

EXHIBITS:

Resolution
Exhibit A, Proposed Scope of Work and Fee

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING AN AGREEMENT FOR CONSULTING SERVICES ON A WATER AND WASTEWATER COST OF SERVICE AND RATE DESIGN STUDY WITH NEWGEN STRATEGIES AND SOLUTIONS, LLC.; IN AN AMOUNT NOT TO EXCEED THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$32,500.00); AUTHORIZING THE CITY MANAGER TO SIGN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas desires to enter into a professional service es agreement for the purpose of obtaining a water and wastewater cost of service and rate design study; and,

WHEREAS, NewGen Strategies and Solutions, LLC. has provided a proposal for the purpose of providing a water and wastewater cost of service and rate design study for compensation in an amount not to exceed \$32,500.00 and on the terms and conditions set forth in Exhibit “A” attached hereto (the “Agreement”); and,

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

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

SECTION 1. The City Council hereby approves the Agreement attached hereto as Exhibit A, with NewGen Strategies and Solutions, LLC. under the terms and conditions of which NewGen Strategies and Solutions, LLC will provide a water and wastewater cost of service and rate design study for compensation in an amount not to exceed \$32,500.00 and authorizes the City Manager to execute the same on behalf of the City.

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 7th day of February, 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(020222vwtTM127530)

EXHIBIT “A”

[NewGen Strategies & Solutions Agreement for
Water and Wastewater Cost of Service and Rate Design Study]



275 W Campbell Road
Suite 440
Richardson, TX 75080
Phone: (972) 680-2000

January 20, 2022

Chris Ryan
Water Utilities Director
City of Seagoville, TX
702 North Highway 175
Seagoville, TX 75159

Subject: Proposal to Conduct Water and Wastewater Cost of Service and Rate Design Study

Dear Mr. Ryan:

NewGen Strategies and Solutions, LLC (“NewGen”) appreciates this opportunity to propose our assistance to the City of Seagoville (“City”). It is our understanding that at this time the City is seeking a qualified consultant to conduct a Water and Wastewater Cost of Service and Rate Design Study. Members of NewGen’s Project Team have a long history of assisting the City of Seagoville, and we look forward to continuing our relationship with this engagement.

As part of this study, NewGen will prepare a five-year forecast of water and wastewater revenue requirements and accompanying rate scenarios which will meet the City’s revenue recovery objectives. Additionally, NewGen will examine the utility’s capital requirements for both planned development and replacement needs in suggesting rates sufficient to provide continuous and adequate service to the City’s utility customers.

Introduction to NewGen

NewGen is a management and economic consulting firm specializing in assistance and advice to the public sector, especially utilities and other capital-intense activities. NewGen provides nationally recognized expertise in utility cost of service and rate design studies, depreciation and appraisals, organizational and performance management studies, litigation support for legal and regulatory proceedings, utility business and financial planning, and stakeholder engagement for water, wastewater, stormwater, solid waste, electric and natural gas utilities. NewGen was created by consultants who are dedicated to our client’s mission and recognized as experts in our respective fields of service. Our assistance to the public sector is provided with a keen insight to navigate the uncertain market and the growing role of stakeholders, resource availability, cost of providing utility services, and economic conditions. This ensures an integrated approach to delivering our products and services. *“Thoughtful Decision Making for Uncertain Times”* succinctly describes our approach to client challenges, opportunities, and problems.



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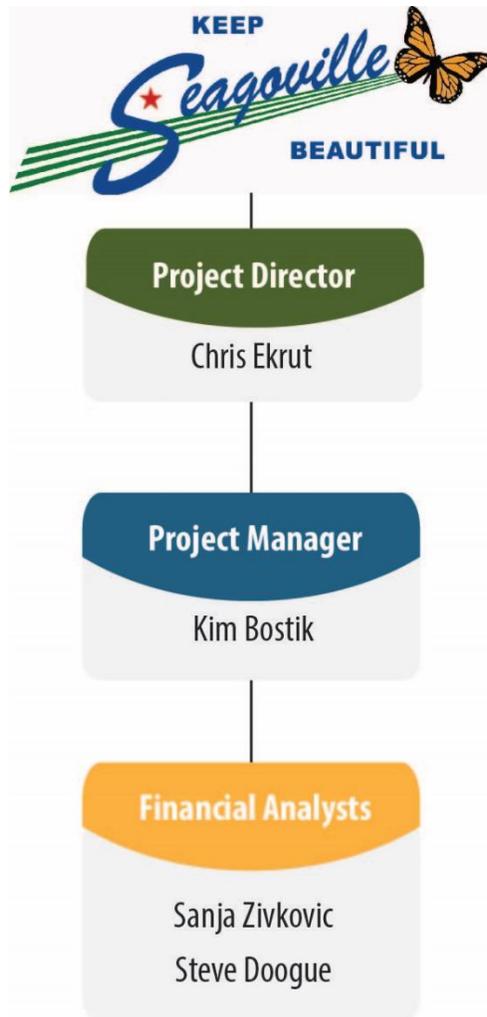
Firm History

Our experience has been acquired while members and/or owners were with recognized national consulting groups such as R. W. Beck, Inc. (now SAIC and Leidos), Navigant Consulting, Touche Ross & Co. (now Deloitte), and Willdan Financial Services, and regional practices such as Reed, Stowe & Yanke. NewGen professionals provide the expertise gained from hundreds of cost of service and expert witness cases and filings supporting utility customers, regulatory staff, and utilities. Collectively, the founding members of NewGen possess in excess of one hundred and fifty years of consulting experience.

Key principals of the company, having worked in this industry for the past 20 to 30 years, came together in 2012 to establish NewGen. NewGen has experienced significant growth since our inception, driven by our market-leading expertise in helping public utilities and dedication to our clients. Today, NewGen employs a staff of over 45 professionals in ten cities across the country.

Proposed Project Team

For this engagement, the Project Team will be led by Mr. Chris Ekrut as Project Director. During the course of the study, Chris will be assisted by Ms. Kim Bostik as Project Manager. Dr. Sanja Zivkovic and Mr. Steve Doogue will assist as Financial/Data Analysts.



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Mr. Chris Ekrut has been providing consulting services since 2004, with the majority of projects centered in the water and wastewater industry around user/impact fees. He has filed expert witness testimony with regard to cost of service and rate design, as well as provided litigation support before rate regulatory agencies. He has conducted a number of wholesale and retail water and wastewater rate studies, developed water and wastewater rate models, storm water fee models, and assisted in the negotiation and/or litigation involving a number of wholesale water contracts. Chris also specializes in the development of Utility Business Plans and has been called on by the Texas Section of the American Water Works Association to speak on the importance of business planning for municipal and governmentally owned utilities. Mr. Ekrut first assisted the City of Seagoville with a water and wastewater rate analysis conducted in 2013. Since that time, Mr. Ekrut has provided ad hoc analysis, information and rate study updates, continuing to support the City in the operation of its water and wastewater systems.



Ms. Kimberly Bostik, a Manager with NewGen, assists in conducting a variety of engagements for water, wastewater, and electric utilities. Prior to joining NewGen, Ms. Bostik was employed by R.W. Beck, Inc. as a Senior Consultant in the Water and Wastewater industries. Ms. Bostik began her career as a Risk Accountant and worked as a Supervisor of Trading & Risk Services at Duke Energy Trading & Marketing in Houston, Texas. Ms. Bostik also contracted for Energy Future Holdings, serving as a risk analyst on the power trading desk.



Dr. Sanja Zivkovic joined NewGen Strategies and Solutions, LLC as a consultant in 2021, providing financial modeling, financial analyses, and data analytics support primarily for environmental utility clients. Prior to joining the firm, Sanja worked as a tenure-track Assistant Professor in the Department of Agricultural and Applied Economics at Texas Tech University. Preceding her experience at Texas Tech University, Sanja assessed and managed risk for Delta Generali Insurance company.



Mr. Steve Doogue joined NewGen as an analyst in 2021. During his tenure, he has provided financial modeling, financial analyses, and data analytics support, primarily for NewGen's Environmental Practice. Mr. Doogue obtained an MSc in Development Economics from the University of London. Prior to joining NewGen, Mr. Doogue spent over 10 years as a financial analyst and advisor for central and municipal governments in the United Kingdom.

Resumes for all Project Team members are available on request.

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Proposed Work Plan

To perform the requested study, the Project Team proposes the following work plan. This work plan closely follows the approaches and methodologies utilized by NewGen's Project Team members in all of their water and wastewater cost of service and rate design studies. Therefore, the City can be assured that the work plan proposed by NewGen has been tested and proven in numerous studies across the state and nation. It is understood that, if selected, the Project Team will refine, customize, and finalize the work plan with the City upon award of the project.

NewGen maintains a strong and active presence before the State of Texas' rate regulatory authorities and is routinely requested to provide expert opinions on rate matters by legal counsels representing clients throughout the State of Texas. For NewGen to maintain its reputation and presence within the regulatory environment, our product must be of such quality to withstand intense scrutiny. The product(s) developed by NewGen for this engagement will withstand such scrutiny.

Unless otherwise specified or requested by the City, all meetings discussed throughout the work plan will take place virtually. NewGen utilizes a variety of tools to conduct virtual meetings and will work with the City to determine the best technology platform for all parties.

Task 1 – Initiation of Initial Data Request

The Project Team will develop an initial data request that will be needed to adequately begin the review and evaluation of the City's retail water and wastewater rates. This data will include, but is not limited to, operating, financial, management, policy, and ordinance data. The purpose of the initial data request is to become more familiar with the City's operations and policies in order to maximize the effectiveness of our time with City representatives in the project kickoff meeting. The Project Team will issue the initial data request within five (5) days after receiving notice to proceed on the project.

Task 2 – Initial Data and Information Assessment

Once the City has submitted the initially requested data, the data will be reviewed for discussion during the project kickoff meeting. Throughout the course of the project, data received by the Project Team will be sampled and tested for accuracy. The sampling and testing of data is imperative in regard to the billing data used to set rates. In all of our rate study engagements, NewGen conducts a thorough review and testing of the billing data queries provided by our clients. It is essential in the development of proper cost allocations and reliable revenue projections that the billing data be as accurate as possible. NewGen will work closely with the City's billing staff and/or software provider to extract the appropriate billing data. In addition, as necessary, the Project Team will conduct informal interviews with City staff during our review of the historical data to ensure that the Project Team understands the information provided.

Task 3 – Project Kickoff Meeting

After receiving the initially requested data, the Project Team will work with the City to schedule a kickoff meeting. The primary reason for the kickoff meeting is to allow the key Project Team consultants and participants from the City to be introduced and lay the general framework for how the study will be conducted. This meeting will also allow for the finalization of the proposed work approach, as well as discuss and clarify the information analyzed in Task 2.

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In addition, the project kickoff meeting will allow for the Project Team to gain a better understanding of the goals and objectives, as well as expectations, the City desires to achieve from the study. As part of the kickoff meeting, the Project Team members will also discuss:

- Political and customer views/opinions of current rates;
- Capital/operational demand changes anticipated over the study's forecasted period;
- Initial rate design pricing objectives; and
- Initial strategies for implementing/communicating possible rate changes.

Task 4 – Determination of Test-Year Revenue Requirements

Revenue requirements will be developed for the water and retail wastewater studies using the American Water Works Association (“AWWA”) accepted cash needs approach. The cash needs approach closely follows municipal budgeting practices and incorporates a utility's operation and maintenance costs, debt service and bond coverage requirements, cash funded capital outlays, reserve requirements, and transfers. Specifically for the City, the revenue requirement will include the City's operational costs adjusted to reflect normal service conditions; current and future anticipated principal and interest payments; current and future cash capital outlays; future capital funding needs including the impact of inflation on construction cost; and pass-through charges for wholesale service.

In developing the revenue requirements, the Project Team will assess and project each utility's cost of service by analyzing each utility's historical costs, the current budget year, any forecasts made for future fiscal years, as well as any debt service ratio or bond covenant requirements. The Project Team will develop a test-year cost of service for each utility. A test-year is a common term in rate studies that refers to an adjusted fiscal year cost that will be used as a basis for setting rates. The test-year cost of service will be adjusted by non-rate revenue sources to develop the test-year revenue required from utility rates.

Task 5 – Forecast of Revenue Requirements

Using the test-year developed in Task 4, the Project Team will begin the development of a five-year revenue requirement forecast. As necessary, interviews with City staff may be conducted to gather additional data to complete this task. During this task, it is crucial to thoroughly analyze the assumptions used in projecting the revenue requirements. These assumptions may include, but may not be limited to, growth rate, inflation rates, regulatory changes, conservation, increase in contractual obligations, and capital improvements. These assumptions will be supported by standard industry forecasting practices and available indices. In addition, support will come from the City's applicable master plan studies and current infrastructure ratings.

The Project Team will work closely with City staff to examine the City's planned method of financing (e.g. cash, debt, grants) future capital improvements and the financing methods' impact on retail rates, operating and capital reserve targets, and debt coverage requirements, as well as examine anticipated operational and/or staffing changes over the five-year forecast. The five-year revenue requirement will serve as the basis for the development of the financing plan to meet projected capital improvement expenditures.

Task 6 – Determination of Realizable Revenue at Current Rates

The results of this task will provide the data to properly evaluate the cost of service, the magnitude of overall increases, if any, and the probability of redistribution of revenue responsibility between customer

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classes as well as providing the Project Team the ability to compare the actual cost to provide utility service with the anticipated billed revenues of the utility. In the revenue determination, adjustments will be made to the historical billing data to reflect normalized weather conditions and usage. This task will also provide a “check” of the data provided by City staff.

Task 7 – Functionalization of Revenue Requirements

Functionalization is the process of grouping costs based on the function, or type, of service provided. Discussions will be held with City staff to understand the types of services that are provided by the City (e.g. raw water service, transmission service), and what system information is available from the City, to determine the appropriate functional cost categories to be utilized in the study.

Task 8 – Classification of Revenue Requirements

After the development of the functionalized costs in Task 7, costs are classified into the components of utility service that are provided. For the water utility, it is proposed that costs be classified using the AWWA recommended Base Extra-Capacity method, where costs are classified as base, extra-capacity, and customer related.

For the wastewater utility, assuming the utility has an active industrial pre-treatment program, it is proposed that costs be classified using the Water Environmental Federation (“WEF”) recognized flow, BOD, TSS, and customer parameters. Classification of wastewater costs in the proposed manner will facilitate calculation of an industrial strength surcharge and the establishment / management of the City’s pretreatment program.

It should be noted that these are our proposed classification methods. Discussions will be held with City staff before the finalization of the agreement between the City and NewGen to determine the appropriate classification methods to utilize in recognition of the City’s objectives and available system and billing data.

Task 9 – Allocation of Revenue Requirements

One of the most important considerations in the setting of fair and equitable rates for utility service is the establishment of the appropriate grouping of customers (i.e., customer classes for cost distribution after costs are classified). Generally, a customer class should only include those customers who: (a) are in a similar location in relation to the utility; (b) use the same or similar service from the utility; and (c) place similar demands upon the utility. As part of the City’s request, the Project Team will analyze the usage patterns of the presently defined customer classes in the above context and evaluate whether a new classification of customers or amendment to the current classification should be recommended.

Costs within each utility will be allocated to the selected customer classes based on each customer class’ level of service provided by the City. It is imperative that the factors that form the basis of costs incurred by the City to provide continuous and adequate service to its customers be appropriately identified. This identification requires a thorough understanding of the influencing conditions controlling the design and/or actual operation of a system. These conditions include normal and peak weather conditions. Members of the Project Team are thoroughly versed in appropriately identifying these costs and are recognized experts before the State’s rate regulatory agencies. The factors for the allocation of costs to the customer classes will be dependent on the billing and system information available from the City.

After the forecasted revenue requirements are allocated to the customer classes, the Project Team will conduct a briefing presentation with City staff to provide the comparison of the revenue requirements by

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customer class to each customer class' revenue generation under current rates. This will provide the City with the magnitude of the potential rate adjustments needed for each customer class.

Task 10 – Development of Rate Design

In the formulation of a rate and fee design plan, a clear and distinct understanding of the City's overall goals and objectives should serve as the foundation for the development of options since rate and fee design enables the utility to meet its service pricing objectives. Pricing objectives could include, but would not be limited to the following:

- Cost of Service Recovery
- Revenue Stability
- Affordability
- Equity
- Ease of Administration
- Regional Competitive Position
- Conservation
- Economic Development

During the briefing presentation with City staff after the completion of Task 9, members of the Project Team will discuss with City staff the potential rate design alternatives that meet the City's pricing goals and objectives. From these discussions, the Project Team will develop defensible rate structures that are reflective of industry accepted practices and procedures and rate regulations within the State of Texas and which balance the recovery of revenue between base rates and volumetric rates on an equitable basis.

Task 11 – Determination of Realizable Revenue with Rate Adjustments

The Project Team will analyze and compare the revenues forecasted to be generated under designed rate structures, by customer class, to the forecasted cost of service to determine the adequacy of the designed rate structures to meet the City's financial goals, including bond coverage requirements and operating and capital reserves. To the extent the designed rates are projected to be inadequate, appropriate rate adjustments for each class will be calculated. In the revenue determination, adjustments will be made to the historical billing data to reflect normalized weather conditions and usage. Also, the monthly impact of rate adjustments on customer bills under the designed rate structures will be examined.

Task 12 – Rate Comparison Review

The Project Team will compare the City's current and adjusted utility rates to utility rates of municipal utilities of similar size, demographics, and operational characteristics so as to provide an estimation of the City's comparable and competitive position.

After completing Task 12, members of the Project Team will conduct a briefing presentation with City staff to discuss the results of the rate design analysis. Included in these discussions will be the development of the strategy(ies) to communicate and institute any significant rate changes.

Task 13 – Draft Report Preparation

The Project Team will develop a draft report summarizing findings, conclusions, and recommendations of the water and wastewater rate study. The report will include all methodologies, assumptions, and calculations, and a background section that includes all data used in the determinations made in the study. The Project Team is committed to ensuring that the City thoroughly understands the recommendations in the draft report and will be available to discuss findings, answer questions, and receive input. The

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Project Team will ensure that City staff has sufficient time to address their concerns and/or questions prior to finalizing the report.

Task 14 – Final Report Preparation and Presentation

Upon receipt of City staff comments, the Project Team will make appropriate changes and provide the City with the final report. After completion of the final report, the Project Team will assist the City in the presentation of the results of the water and wastewater rate study to various stakeholders, including presenting the study's findings, conclusions, and recommendations to the City Council.

Project Coordination and Reporting

For a cost of service and rate study to be successful, input into the project and ownership of the results by the City staff, City Council, and ratepayers must occur. Efforts to achieve this success include the enhancement of communication between the City and the Project Team through several coordination activities provided within the scope of services, such as the Project Kickoff Meeting to allow the project participants to finalize the work approach, as well as establish the lines of communication. In addition, after Tasks 9 and 12, the Project Team will conduct briefing presentations with City representatives on the study's activities to-date. The Project Team will also assist City staff in the presentation of the study's findings, conclusions, and recommendations.

Project Timeline and Deliverables

The Project Team will provide the City with the following:

- Draft Report
 - Within 60 to 90 days of notification of award, given the timely receipt of the required financial and operational data, an electronic draft report will be provided for the City's review and comment that summarizes the Project Team's findings, conclusions, and recommendations.
- Final Report
 - The final report will be provided to the City within two weeks after delivery of the draft report, given the timely receipt of the City's comments.
- Meetings/Presentations
 - In an effort to conduct the Study in the most cost-effective and efficient manner, meetings with Staff to discuss results or to discuss data are anticipated to be conducted via video or telephonic conference. Meetings to present results to Council will be conducted in person, reflective of the City's then applicable COVID related specifications.

Services requested by the City not specifically outlined within the proposed work plan and which the Project Team is unable to provide within the proposed project pricing above will be provided on a time and expense basis.

Resource Commitment by the City

For this project to be successful, NewGen will need the assistance of the City Manager, the City's Financial Department, and the department Director(s) responsible for water and wastewater operations. The bulk of staff time will be needed at the outset of the study to gather required financial and utility billing data.

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The staff time needed to provide the necessary City data for our analyses are highly dependent on the ease of accessing the requested information. Where possible, NewGen will work directly with the City's utility billing provider to extract the data necessary to complete the study. Staff time will also be needed to provide guidance throughout the course of the project. Finally, the Project Team will require policy guidance from the City Council, either directly or through staff feedback, to ensure the Project meets the overall goals and objectives of the City.

Proposed Project Cost

Based on the work plan outlined herein, the Project Team agrees to perform the requested study for a **not to exceed price of \$32,500**, inclusive of out-of-pocket expenses incurred at cost. As services are requested and performed, NewGen will invoice the City on a monthly basis for actual hours worked at our then applicable hourly billing rates, plus out-of-pocket expenses incurred at cost. Our current billing rates, which will remain in effect through December 31, 2022, are as follows:

NewGen Strategies and Solutions 2022 Billing Rates

Position	Hourly Billing Rate
Partner	\$235 – \$365
Principal	\$235 – \$360
Senior Manager	\$225 – \$230
Manager	\$180 – \$225
Senior Consultant	\$150 – \$180
Consultant	\$125 – \$150
Administrative Services	\$110

Note: Billing rates are subject to change based on annual reviews and salary increases.

Other Terms and Conditions

This agreement is subject to cancellation by the City with thirty (30) days prior written notice provided to NewGen. In the event of cancellation, all labor and expense charges incurred by NewGen through the date of cancellation will be considered due at the time notice of cancellation is delivered, regardless of work product and/or engagement status.

All payments made under this engagement should be remitted to:

NewGen Strategies and Solutions, LLC 275 W. Campbell Rd, Suite 440 Richardson, Texas 75080
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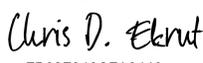
By executing this letter, you agree that the services rendered by NewGen will be performed in accordance with instructions or specifications received by the City and will be provided with the degree of skill and judgment exercised by recognized professionals performing services of similar nature and consistent with the applicable industry best practices. You further agree that compensation for services rendered will be provided to NewGen regardless of the final outcome of the engagement.

Our Project Team is committed to the success of the City and this project and is seeking to develop a long-term relationship – we desire a partnership with the City, not just an engagement. NewGen could also propose a more limited scope of work if desired. If the proposed fee or scope are beyond what City staff envisioned, I would welcome the opportunity to revise both the scope and fee accordingly.

Again, NewGen appreciates the opportunity to propose our assistance to the City of Seagoville, and we stand ready to answer any questions or provide any additional information the City may need as you select a qualified firm for this important project. If you should have any questions regarding this letter and/or require additional information, please contact me at cekrut@newgenstrategies.net or (972) 232-2234.

Very truly yours,

NewGen Strategies and Solutions, LLC

DocuSigned by:

FB62F346CFA8440...
Chris D. Ekrut
Chief Financial Officer

CITY OF SEAGOVILLE, TEXAS (\$32,500)

Signed _____ Printed _____

Title _____ Date _____

Regular Session Agenda Item: 11

Meeting Date: February 7, 2022

ITEM DESCRIPTION:

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, authorizing and approving an amendment to Ordinance 25-2021, which adopted the operating budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022, by approving the transfer of Thirty Two Thousand Five Hundred Dollars (\$32,500.00) from the water and sewer unrestricted fund balance to the water and sewer operating fund for consulting fees; authorizing the City Manager to make said adjustments; providing for the repeal of all ordinances in conflict; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City Council approved the 2021-2022 Operating Budget by Ordinance 25-2021 on September 13, 2021 appropriating the necessary funds out of the water and sewer revenues, grants and other revenues for the maintenance and operation of various funds, departments, activities and improvements of the City. City administration has recommended that the City Council approve an additional \$32,500 to be added to the budget for Consulting Fees for the purpose of conducting a Water and Wastewater Rate Study. Texas Local Government Code § 102.010, "Changes in Budget for Municipal Purposes", allows a municipality to amend its budget as deemed necessary for municipal purposes; and upon full consideration of the matter, Council finds it in the best interest of the City of Seagoville to make such amendment to the budget adopted by Ordinance 25-2021.

FINANCIAL IMPACT:

Funding is available from the Water and Sewer Unrestricted Fund balance and would reduce the days of fund balance by 1.6 days. The Fund Balance for Water and Sewer was budgeted with 296.3 days of reserve balance.

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

Ordinance

ORDINANCE NO. -2022

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING AND APPROVING AN AMENDMENT TO ORDINANCE 25-2021, WHICH ADOPTED THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, BY APPROVING THE TRANSFER OF THIRTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$32,500.00) FROM THE WATER AND SEWER UNRESTRICTED FUND BALANCE TO THE WATER AND SEWER OPERATING FUND FOR CONSULTING FEES; AUTHORIZING THE CITY MANAGER TO MAKE SAID ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the 2021-2022 Operating Budget by Ordinance 25-2021 on September 13, 2021 appropriating the necessary funds out of the general revenues, grants and other revenues for the maintenance and operation of various funds, departments, activities and improvements of the City; and

WHEREAS, as a part of that Operating Budget, the City Council approved \$3,500.00 for Consulting Fees under the Water and Sewer Operating Fund; and

WHEREAS, the City administration has recommended that the City Council approve an expenditure of an additional \$32,500 for Consulting Fees for the purpose of conducting a Water and Wastewater Rate Study; and

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

WHEREAS, the City Manager is requesting authorization and approval of a proposed amendment to the Operating Budget to transfer the \$32,500 for Consulting Fees from the Water and Sewer Unrestricted Fund balance to the Water and Sewer Operating Fund; and

WHEREAS, upon full consideration of the matter, Council finds it in the best interest of the City of Seagoville to make such amendment to the budget adopted by Ordinance 25-2021;

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

SECTION 1. That Ordinance 25-2021, adopted September 13, 2021 and approving the Operating Budget of the City for the Fiscal Year beginning October 1, 2021 and ending September

30, 2022 be amended by transferring \$32,500 for Consulting Fees from the Water and Sewer Unrestricted Fund balance to the Water and Sewer Operating Fund.

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

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

DULY PASSED by the City Council of the City of Seagoville, Texas, on 7th day of February, 2022.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY
(020222vwtTM127537)

Regular Session Agenda Item: 12

Meeting Date: February 7, 2022

ITEM DESCRIPTION:

Receive a presentation of City of Seagoville's 1st Quarter Financial Report for Fiscal Year 2022.

BACKGROUND OF ISSUE:

Gail French, Director of Finance presents the City's 1st quarter financial report for FY 2022.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

None

EXHIBITS:

1st Quarter FY 2022 Financial Reports
Council Power Point Presentation



Memo

Date: February 1, 2022
To: Pat Stallings, City Manager
From: Gail French, Director of Finance
Subject: December 2021 Financial Reports

This memo accompanies the December 2021 Revenue and Expense Reports for the City of Seagoville, and highlights selected financial activities for the first three months of FY 2022. The first three months of the fiscal year represents 25% of the total fiscal year, and this memo provides an explanation of variances from that standard.

General Fund

Revenues: General fund total revenue for the first 3 months of the fiscal year is above budget expectations (actual 44.6% vs. expected 25%). The current year fiscal **Property tax** revenue collections are comparable to last year's collection rate (60.4% vs. 65.0%). **Sales Tax** revenue collections are above budget expectations (29.5% vs. 25.0%). Sales tax revenues continue to hold strong as the City brings on more businesses. In **Franchise Fee** revenue, the comparative collection trend for FY 2022 vs. FY 2021 appears below:

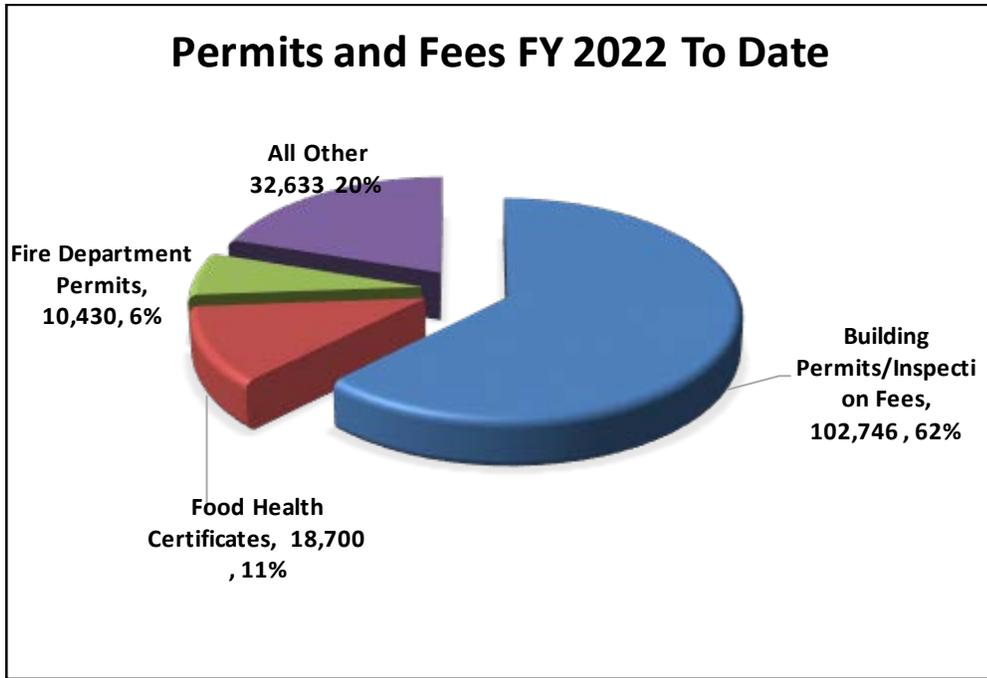
Description	FY 2022 Amount	FY 2021 Amount	Increase (Decrease)
ONCOR	\$ 125,030	\$ 109,182	\$ 15,848
Telephone	4,577	4,191	386
Republic Services	12,971	11,202	1,769

Telephone Franchise Fee reflects a continued downturn in receipts due to state legislation reducing the amount of revenue available for cities to collect. **Franchise Fee** receipts in total are slightly below budget expectations. **(23.1% vs. 25%)**

Permits & Fees There were 260 Residential permits issued in the first three months for a total of \$95,883.00. Thirty seven of those were for new construction (Seagoville Farms 32). There were 19 Commercial permits issued for a total of \$4,993.

The following is a comparison of FY 2022 revenue vs. FY 2021:

Description	FY 2022 Amount	FY 2021 Amount	Increase (Decrease)
Building Permits/Inspection Fees	\$ 102,746	\$ 118,580	\$ (15,834)
Food Health Certificates	18,700	18,200	500
Fire Department Permits	10,430	8,666	1,764



Sanitation revenue is slightly above budget expectations (27.4% actual vs. 25.0% expected). The FY 2022 YTD revenue amount exceeds the FY 2021 YTD revenue amount (\$302,260 vs. \$288,530).

Senior Activities revenue has approximately a 45-day lag between the end of the month and actual revenue received from the Dallas Council on Aging. **Fines** revenue reflects increased court enforcement activity from public safety contacts.

Total revenues for the first three months of the fiscal year are \$5,367,671 or 44.6% of budget. This is \$495,346 higher than the total General Fund revenues for the first three months of the previous fiscal year (\$4,872,325). This is mainly due to Property Taxes and Sales Taxes received compared to last year.

Expenditures: Total General Fund expenditures are within budget expectations (23% actual vs. 25% expected).

Finance is slightly above expectations due to payout of software upgrade to Open Gov, County and Appraisal Fees, and payment to the auditors.

Building Inspection & Services is above expectations due to payout of software upgrade to Open Gov and uniforms and minor equipment for new staff.

Information Technology is up due to an increase in Cyber Security protection and IT services from Baxter Consulting.

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

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

Use of Fund Balance Projects includes **Retention Pay** to Support department of **(\$15,000)**, the acquisition of a **vehicle** for the **Streets** department **(\$56,010)**, and **Firefighting equipment (\$129,084)** which includes the acquisition Upgrade current SCBA Air Packs & Bottles/25 New Masks/ 8 Radio Direct Interface Voice Amplifiers; Extra fire hose; Fire Pro X Thermal Imagers (4), and a TNT Battery powered Extrication Tools, Spreader, Cutter and Hydra Ram "Rabbit Tool" – **Police Equipment**, (\$27,932), **Software Upgrade (\$89,271)** and **Bldg Insp Services (\$14,940)** for the replacement of tile in restrooms.

Water and Sewer Fund (Fund 20)

Revenues: Total Water and Sewer Fund revenues are above budget expectations (26.7% vs. 25.0%). **Water** sales usually accelerate during the summer depending upon the weather conditions. **Penalties and Interest** generates from late customer payment. **Pretreatment Sewer Revenue** charges to a few of our industrial customers to cover the cost of wastewater pretreatment required by the state to ensure the prevention of harmful materials entering the water system. **Penalty Fees** are higher than anticipated due to a renewed commitment to enforcement activities against delinquent customers.

Expenditures: The year to date expenditure trend is within expectations (23.5% actual vs. 25.00% expected).

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

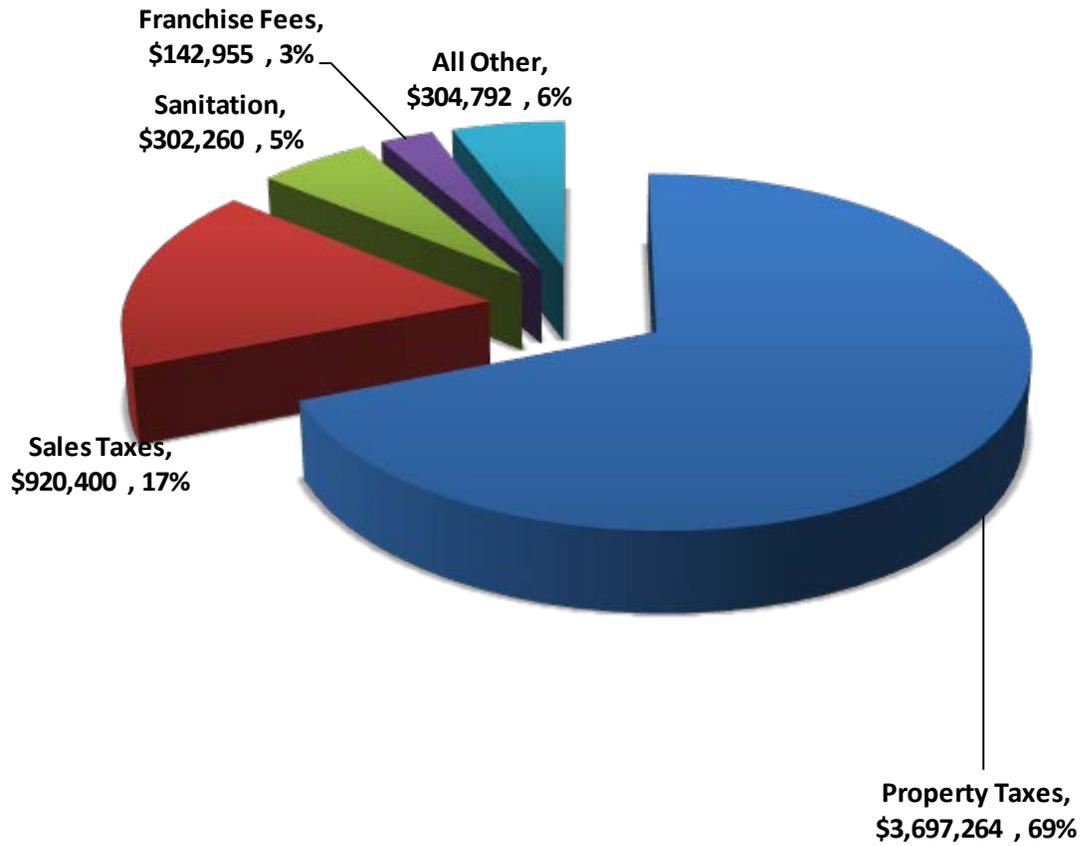
**GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES
AS OF 12/31/21
25% OF BUDGET YEAR**

	Adopted Budget	Year to Date	% tage of Budget
REVENUES:			
Property Taxes	\$6,119,484	\$3,697,264	60.4%
Sales Taxes	3,125,108	920,400	29.5%
Franchise Fees	619,150	142,955	23.1%
Sanitation	1,104,000	302,260	27.4%
All Other	<u>1,056,404</u>	<u>304,792</u>	28.9%
TOTAL REVENUES	\$12,024,146	\$5,367,671	44.6%
Transfers In:	379,904	115,676	30.4%
EXPENDITURES:			
Public Safety	\$6,894,412	\$1,490,751	21.6%
Community Development	1,800,382	349,524	19.4%
Community Services	1,582,467	299,499	18.9%
General Government	1,159,476	322,622	27.8%
Non departmental	<u>450,913</u>	<u>219,724</u>	48.7%
TOTAL EXPENDITURES	\$11,887,650	\$2,682,120	22.6%
One Time Use of Fund Balance	1,733,409	1,099,984	63.5%

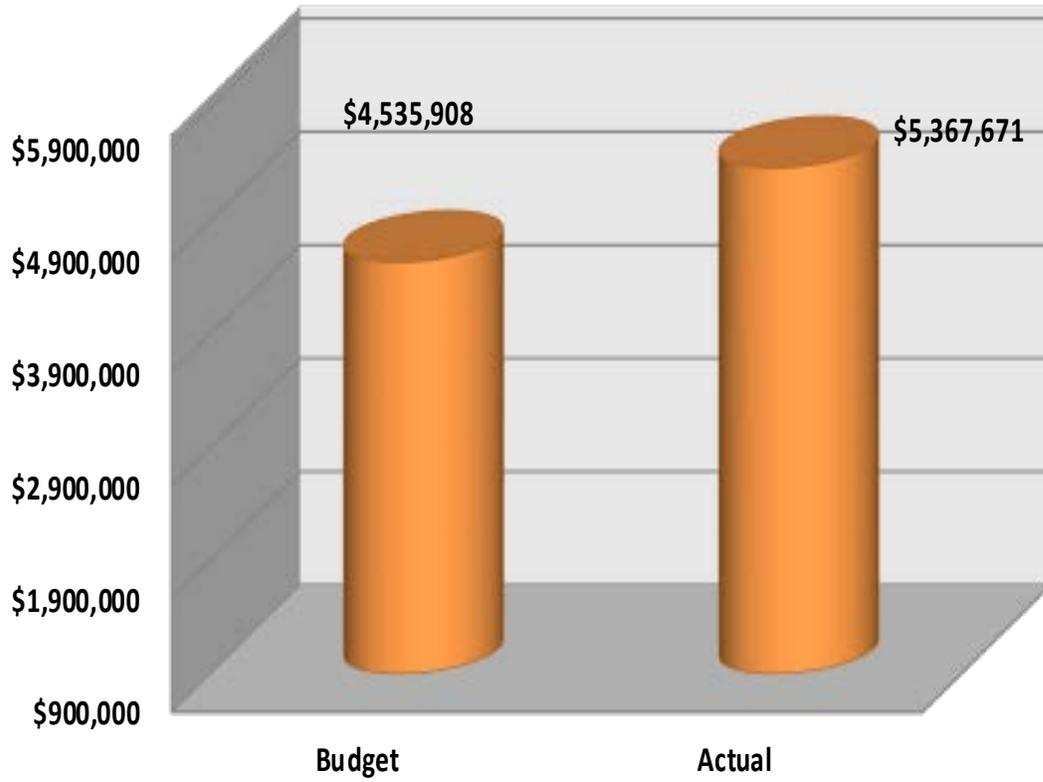
**GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2021-22
AS OF 12/31/21
25 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
Revenues:						
Property Taxes	\$5,282,560	\$3,434,510	65.0%	\$6,119,484	\$3,697,264	60.4%
Sales Taxes	\$2,858,320	\$720,357	25.2%	\$3,125,108	\$920,400	29.5%
Franchise Fees	\$650,150	\$120,087	18.5%	\$619,150	\$142,955	23.1%
Permits & Fees	\$336,045	\$166,886	49.7%	\$436,655	\$164,789	37.7%
Sanitation	\$1,104,000	\$288,530	26.1%	\$1,104,000	\$302,260	27.4%
Senior Activities	\$40,100	\$20,955	52.3%	\$44,000	\$5,290	12.0%
Fines	\$243,625	\$78,358	32.2%	\$290,000	\$84,289	29.1%
Interest	\$25,000	\$1,833	7.3%	\$10,000	\$865	8.7%
SAFER Grant	\$145,749	\$38,249		\$145,749	\$41,198	28.3%
SEDC Capital Grant	\$100,000	-	0.0%	\$100,000	\$0	0.0%
Miscellaneous	\$30,000	\$2,561	8.5%	\$30,000	\$8,361	27.9%
Total Revenues	\$10,815,549	\$4,872,325	45.0%	\$12,024,146	\$5,367,671	44.6%

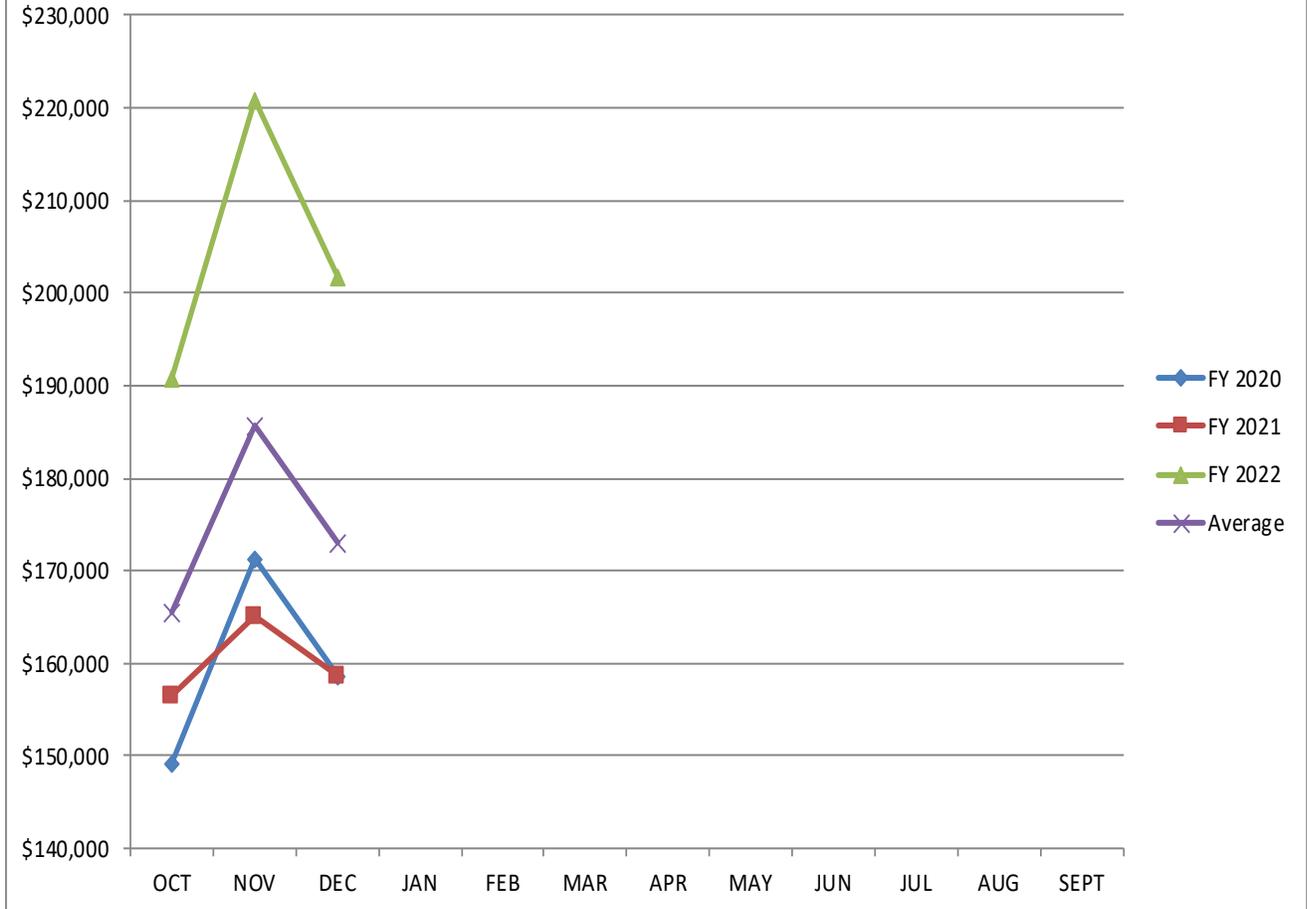
**General Fund Revenues
1st Quarter, FY 2022
Total \$5,367,671**



Year to Date Revenue Comparison General Fund

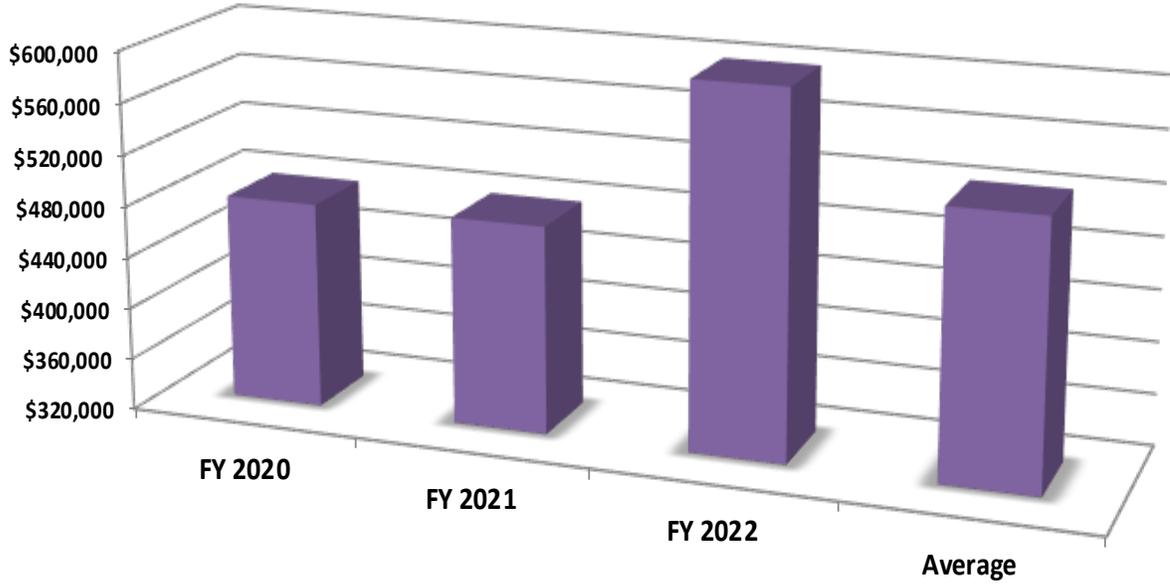


General Fund Sales Tax Comparison



	FY 2020	FY 2021	FY 2022	Three Year Average
OCT	149,232.47	156,466.05	190,825.92	165,508.15
NOV	171,421.83	165,176.32	220,810.91	185,803.02
DEC	158,776.26	158,595.92	201,749.86	173,040.68

Fiscal Year to Date Comparison - Sales Tax



	FY 2020	FY 2021	FY 2022	Three Year Average
Fiscal Year To Date	479,430.56	480,238.29	613,386.69	524,351.84



Sales & Use Tax Monthly Summary General Fund

December, 2021

History by Month					
Month	FY 19-20	FY 20-21	FY 21-22	Inc/(Dec) From Last Year	Percent +/-
October	\$ 149,232.47	\$ 156,466.05	\$ 190,825.92	\$ 34,359.87	22.0%
November	\$ 171,421.83	\$ 165,176.32	\$ 220,810.91	\$ 55,634.59	33.7%
December	\$ 158,776.26	\$ 158,595.92	\$ 201,749.86	\$ 43,153.95	27.2%
January	\$ 135,551.38	\$ 163,822.10	-		0.0%
February	\$ 199,771.70	\$ 212,017.52	-		0.0%
March	\$ 134,785.46	\$ 157,843.43	-		0.0%
April	\$ 136,638.63	\$ 132,102.35	-		0.0%
May	\$ 170,986.48	\$ 230,658.28	-		0.0%
June	\$ 159,418.41	\$ 185,749.46	-		0.0%
July	\$ 178,499.43	\$ 192,486.72	-		0.0%
August	\$ 191,408.19	\$ 219,679.89	-		0.0%
September	\$ 171,196.30	\$ 175,919.10	-		0.0%
Total General Fund	\$ 1,957,686.52	\$ 2,150,517.11	\$ 613,386.69	\$ 133,148.41	27.7%

Actual to Budget					
GF Budget FY 2022				\$ 2,094,268	
	<u>PERCENT YTD</u>	<u>AMOUNT YTD</u>			
Target to Budget	25.00%	\$ 523,567.00			
Actual to Budget	29.29%	\$ 613,386.69			
Amount Over/(Under)		\$ 89,819.69			
Percent +/-		4.29%		<u>OVER/(UNDER)</u>	<u>% +/-</u>
September 30 Forecast			\$ 2,746,758	\$ 652,490	31.2%

Actual to Actual					
	FY 19-20	FY 20-21	FY 21-22	Inc/(Dec) From Last Year	Percent +/-
Year to Date	\$ 479,430.56	\$ 480,238.29	\$ 613,386.69	\$ 133,148.41	27.7%

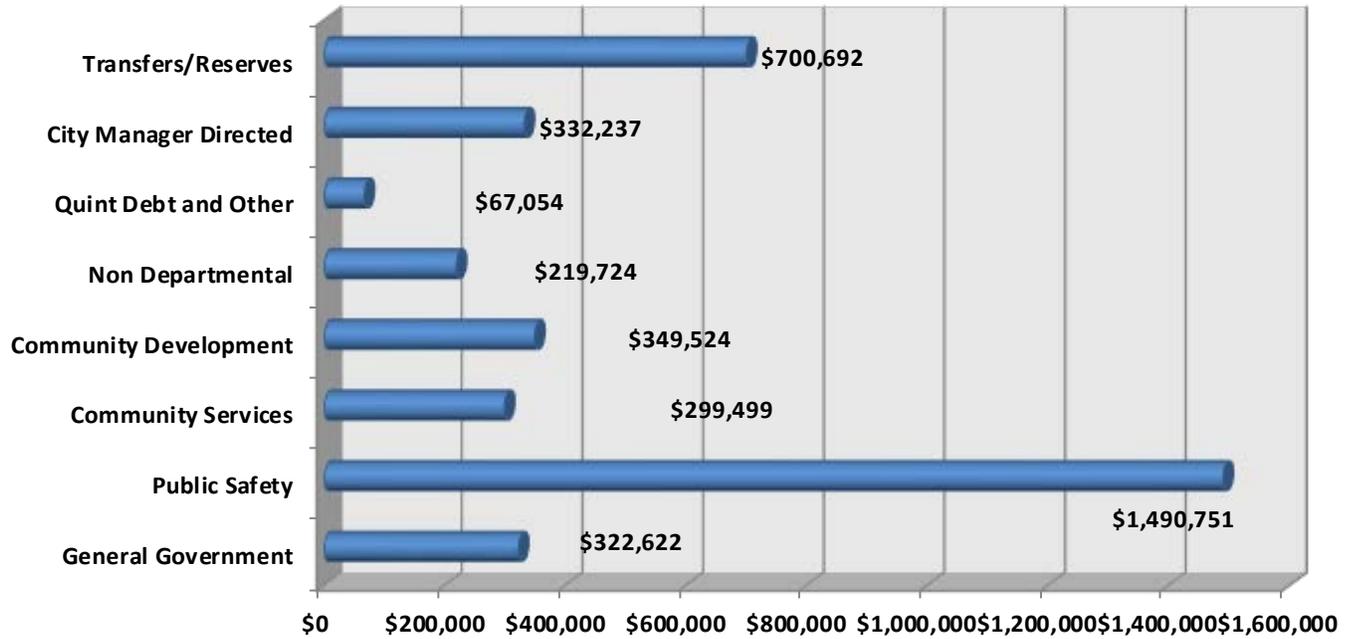
Total Sales Tax & Distribution				
	General Fund	PTR	4B	Total
This Month	\$ 201,749.86	\$ 100,874.93	\$ 100,874.93	\$ 403,499.72
Year to Date	\$ 613,386.69	\$ 306,693.35	\$ 306,693.35	\$ 1,226,773.38

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

**GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2021-22
AS OF 12/31/21
25 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
Expenditures:						
City Council	\$9,450	\$0	0.0%	\$9,650	\$21	0%
City Manager	\$251,386	\$62,241	24.8%	\$268,913	\$68,939	26%
City Secretary	\$124,934	\$27,419	21.9%	\$149,173	\$29,764	20%
Finance	\$330,246	\$92,264	27.9%	\$388,341	\$121,464	31%
Animal Services	\$121,558	\$27,979	23.0%	\$181,507	\$33,816	19%
Code Enforcement	\$200,376	\$43,446	21.7%	\$207,761	\$32,977	16%
Bldg Inspection/Services	\$409,671	\$91,071	22.2%	\$472,169	\$124,873	26%
Health Inspection	\$117,217	\$25,494	21.7%	\$121,546	\$25,932	21%
Police	\$2,494,897	\$579,809	23.2%	\$2,973,531	\$599,653	20%
Planning	\$107,756	\$23,261	21.6%	\$122,965	\$15,922	13%
Fire	\$2,217,676	\$531,597	24.0%	\$2,643,920	\$590,285	22%
Municipal Court	\$179,520	\$41,768	23.3%	\$177,872	\$38,186	22%
Library	\$235,940	\$58,925	25.0%	\$237,960	\$53,548	23%
Senior Center	\$209,858	\$55,137	26.3%	\$210,708	\$40,392	19%
Streets	\$395,989	\$96,090	24.3%	\$464,405	\$95,773	21%
Sanitation	\$910,713	\$157,514	17.3%	\$955,927	\$167,373	18%
Support Services	\$868,543	\$128,905	14.8%	\$921,331	\$224,115	24%
Parks	\$242,280	\$68,420	28.2%	\$411,536	\$54,048	13%
Emergency Medical Service	\$170,709	\$42,677	25.0%	\$174,123	\$42,881	25%
Information Technology	\$139,118	\$54,872	39.4%	\$171,965	\$65,441	38%
Human Resources	\$139,379	\$32,184	23.1%	\$171,434	\$36,993	22%
Non Departmental	\$396,330	\$193,908	48.9%	\$450,913	\$219,724	49%
Total Expenditures	\$10,273,546	\$2,434,980	23.7%	\$11,887,650	\$2,682,120	23%
Debt Payment (Quint)	\$67,500	\$67,054	99.3%	\$67,500	\$67,054	99.3%
PEG Reserves	\$6,700	\$0		\$6,700	\$0	
Transfers and Reserves	\$792,000	\$801,019	101%	\$611,733	\$700,692	114.5%
Use of Fund Balance Projects	\$356,098	\$22,861	6.4%	1,047,476	\$332,237	31.7%

**General Fund Expenditures, Transfers and One Time Fund
Balance Outlays
1st Quarter FY 2022
Total \$3,782,103**



General Government

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

Community Development

Building Services, Code Enforcement, Streets, Parks, Planning

Community Services

Municipal Court, Library, Senior Center, Sanitation

Public Safety

Police, Fire, Ambulance, Support Services, Animal Control

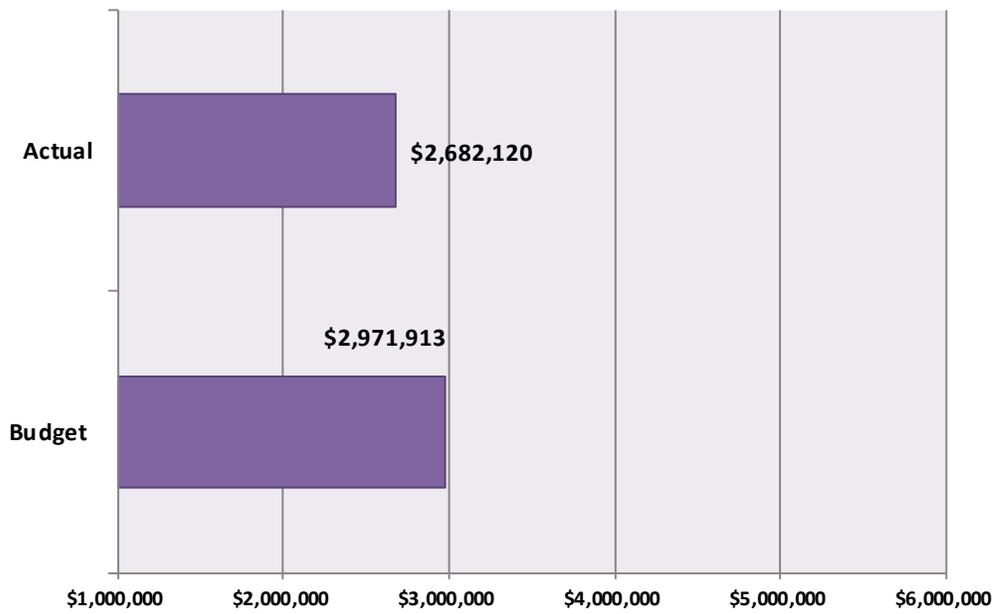
Transfers/Reserves

Transfers for Street Maintenance and Vehicle Replacement

**General Fund
Use of Fund Balance Projects
FY 2022**

	<u>Budget</u>	<u>Actual</u>
Patrol Vehicle Purchases	230,475.00	27,931.70
Police Equipment	17,615.00	-
Retention Pay Support	20,000.00	15,000.00
Animal Services Building Improvement	10,000.00	-
Parks Dept Equipment	21,449.00	-
Parks Dept Vehicle	64,187.00	
Street Dept Vehicle	34,000.00	56,010.35
SEDC Quality of Life Projects	100,000.00	-
Bldg Insp & Services	42,377.00	14,940.00
Bldg Insp & Services Veh	31,391.00	
Software Upgrade	89,231.00	89,271.00
Fire Veh Purchase	162,878.00	-
Firefighting Equipment	158,293.00	129,084.00
Capital Outlay - Computer System	35,580.00	-
Emergency Siren Placement	25,000.00	-
Tuition Reimbursement Program	5,000.00	-
Transportation Shelter Concrete Pad		
Total	<u>1,047,476.00</u>	<u>332,237.05</u>

Year to Date Expenditure Comparison General Fund



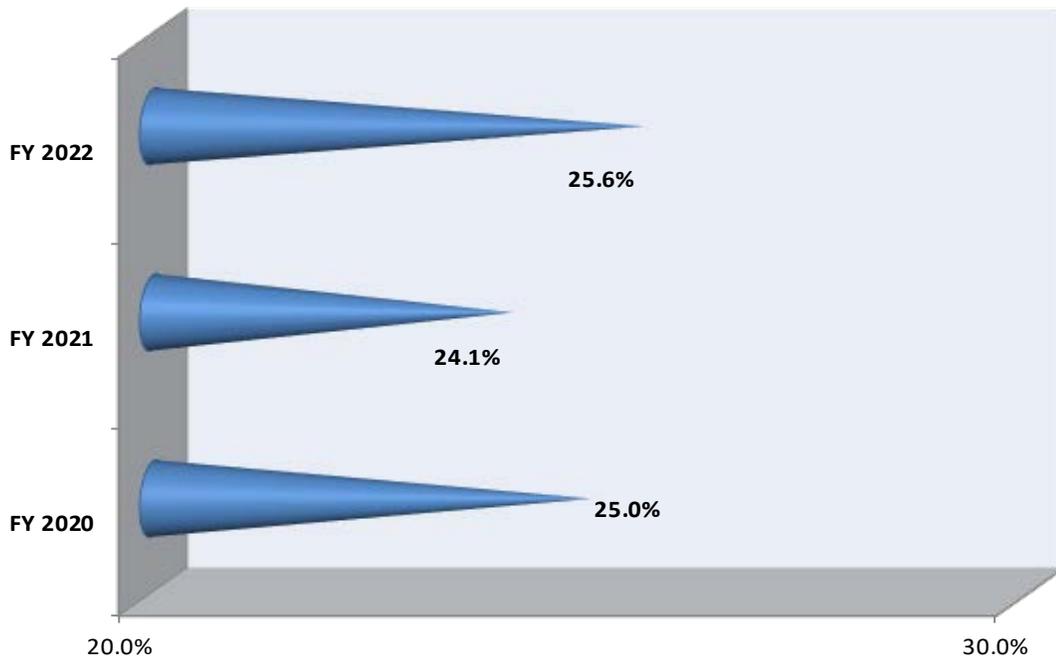
**WATER AND SEWER FUND
SUMMARY OF REVENUES AND EXPENDITURES
AS OF 12/31/21
25% OF BUDGET YEAR**

	Budget	Year to Date	% tage of Budget
REVENUES:			
Water Sales	\$3,794,159	\$970,512	25.6%
Sewer Sales	3,276,490	875,569	26.7%
All Other	<u>294,438</u>	<u>122,196</u>	41.5%
TOTAL REVENUES	\$7,365,087	\$1,968,277	26.7%
EXPENDITURES:			
Water Services	\$2,557,846	\$448,575	17.5%
Sewer Services	2,765,961	706,570	25.5%
Debt Service Transfer	1,131,077	282,769	25.0%
Non Departmental	162,191	108,470	66.9%
All Other	<u>529,619</u>	<u>136,344</u>	25.7%
TOTAL EXPENDITURES	\$7,146,694	\$1,682,728	23.5%
Use of Reserve	\$923,408	\$81,313	8.8%
Transfers Out	352,304	88,076	25.0%

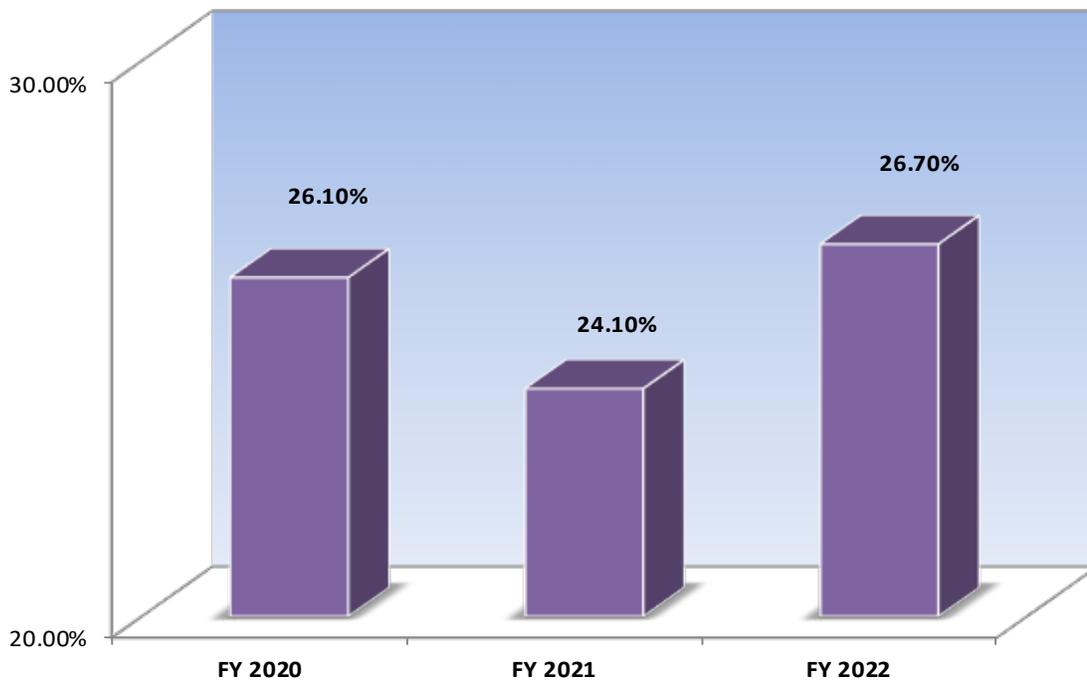
**WATER AND SEWER FUND
SUMMARY OF REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2021-22
AS OF 12/31/21
25 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
Revenues:						
Water Sales	\$3,693,520	\$889,413	24.1%	\$3,794,159	\$970,512	25.6%
Sewer Service	\$3,276,490	\$788,124	24.1%	\$3,276,490	\$875,569	26.7%
Outside Contractor Tap Fees		\$24,425	0.0%	\$0	\$10,900	0.0%
Penalties and Interest	\$135,000	\$63,105	46.7%	\$160,000	\$72,168	45.1%
Pretreatment Sewer Revenue	\$57,442	\$14,360	25.0%	\$60,938	\$14,360	23.6%
Reconnection Fees	\$50,000	\$5,975	12.0%	\$50,000	\$9,700	19.4%
Meter Installation	\$5,000	\$10,546	210.9%	\$5,000	\$2,000	40.0%
Online Payment Fee	\$7,500	\$1,947	26.0%	\$7,500	\$2,389	31.9%
Interest Earnings	\$22,500	\$489	2.2%	\$10,000	\$792	7.9%
Miscellaneous	\$1,000	(\$157)	-15.7%	\$1,000	\$806	80.6%
Bank and NSF Fees	\$0	\$210	0.0%	\$0	\$180	0.0%
Water Tap Fees		\$10,500	0.0%	\$0	\$5,400	0.0%
Sewer Tap Fees		\$11,300	0.0%	\$0	\$3,500	0.0%
Total Revenues	\$7,248,452	\$1,847,383	25.5%	\$7,365,087	\$1,968,277	26.7%
Expenditures:						
Utility Administration	\$196,760	\$47,626	24.2%	\$228,306	\$50,657	22.2%
Water Services	\$2,394,387	\$379,590	15.9%	\$2,557,846	\$448,575	17.5%
Sewer Services	\$2,562,384	\$582,387	22.7%	\$2,765,961	\$706,570	25.5%
Customer Services	\$252,442	\$67,291	26.7%	\$301,313	\$85,687	28.4%
Non Departmental	\$112,795	\$57,013	50.5%	\$162,191	\$108,470	66.9%
Debt Service Transfer	\$1,136,605	\$284,151	25.0%	\$1,131,077	\$282,769	25.0%
Total Expenditures	\$6,655,373	\$1,418,058	21.3%	\$7,146,694	\$1,682,728	23.5%
Transfers Out	\$352,304	\$88,076	25.0%	\$352,304	\$88,076	25.0%
Capital Outlay - Other Equip						
Sewer and storm sewer trailer camera setup	\$174,749	\$174,292	0.0%			0.0%
Dean Kubota Skid-steer	\$65,774		0.0%			0.0%
2 Kubota 60" zero turn mowers				\$21,450	\$0	0.0%
3 Vehicles W&S-Constr Inspect				\$85,000	\$0	0.0%
Cityworks System	\$18,925	\$16,620	87.8%	\$18,925		0.0%
Open Gov Software Support	\$0		0.0%	\$30,833	\$30,703	99.6%
EPA Mandates				\$20,200		0.0%
Vehicles	\$68,000		0.0%	\$68,000		0.0%
Northern Basin Interceptor Eng	\$864,700	\$37,500		\$169,000	\$50,610	29.9%
Capital Projects	\$800,000		0.0%	\$400,000		0.0%
Lift Station Condition Assessment	\$110,000	\$43,174	93.3%	\$110,000	\$0	0.0%

Water Revenue as a % of Budget 25% of the Fiscal Year



Sewer Revenue as a % of Budget 25% of the Fiscal Year



**OTHER FUNDS: FINANCIAL SUMMARY
FOR FISCAL YEAR 2021-22
AS OF 12/31/21
25% of Budget Year**

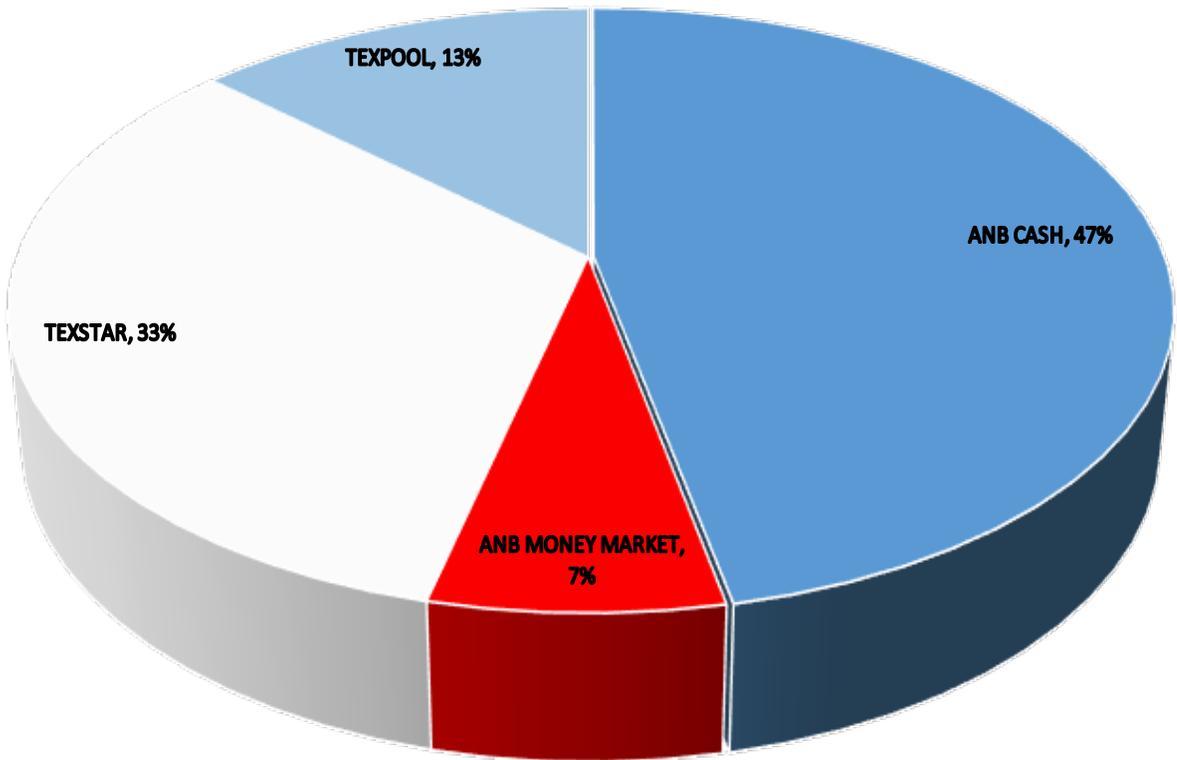
FUND #	FUND NAME	FY 2021 ACTUAL YEAR-TO- DATE REVENUES	FY 2022 ANNUAL REVENUE BUDGET	FY 2022 ACTUAL YEAR-TO- DATE REVENUES
ENTERPRISE FUNDS				
21	W&S Debt Service	\$284,167	\$1,131,427	\$282,774
22	W&S Improvements	\$1,835	\$400,000	\$0
61	Storm Water	\$58,580	\$238,665	\$60,456
SPECIAL REVENUE FUNDS				
29	Police Seizure State			
32	Miscellaneous Grants	\$1,490	\$1,500	\$1,172
35	Recycle Revenue Fund		\$500	\$0
36	Municipal Court	\$4,100	\$14,350	\$4,282
38	Park Development		\$0	\$0
39	Hotel Motel Fund	\$1,864	\$27,500	\$14,367
42	Park Maintenance	\$0	\$2,000	\$40
45	Animal Shelter	\$861	\$3,000	\$925
46	Animal Shelter Building	\$1	\$2	\$0
47	Vehicle Replacement Fund	\$45,605	\$44,500	\$42,000
48	Technology Replacement	\$17,500	\$17,500	\$17,500
50	TLEOSE	\$0	\$2,000	\$0
75	COVID	\$383,057		
73-79	Developers			\$80,000
DEBT SERVICE FUND				
2	General Debt Service	\$673,997	\$775,818	\$470,530
CAPITAL PROJECTS				
41	FY 2015 Street Projects			
43	Street Maintenance	\$401,321	\$569,733	\$569,737
44	2019 Street Projects	\$1,066	\$600	\$28
54	2nd Fire Station	\$83,184		
55	Covid Loc Fisc Rcv Funds			\$89,019
64	Police Station CIP		\$350	\$147
65	Emergency Communication System	\$24		

FY 2021 ACTUAL YEAR-TO-DATE EXPENDITURES	FY 2022 ANNUAL EXPENDITURE BUDGET	FY 2022 ACTUAL YEAR-TO-DATE EXPENDITURES
ENTERPRISE FUNDS		
\$635,040	\$1,131,071	\$635,040
\$245,546	\$605,000	\$704
\$45,156	\$65,260	\$27,568
SPECIAL REVENUE FUNDS		
\$0		\$244
\$1,005	\$1,500	\$500
\$0	\$500	\$99
\$237	\$8,145	\$255
\$0	\$0	\$55,193
\$0	\$27,000	\$0
\$0	\$0	\$0
\$0	\$3,000	\$0
\$0	\$0	
\$0	\$38,813	\$0
\$12,465	\$17,500	\$5,076
\$1,218	\$1,000	\$35
\$342,612		
		\$9,957
DEBT SERVICE FUND		
\$0	\$858,184	\$0
CAPITAL PROJECTS		
\$0	\$35,146	
\$404,613		\$7,590
\$400,046	\$0	\$112,779
\$277,854		
	\$5,500,000	\$12,052
\$74,166		

**CITY OF SEGOVILLE
CASH REPORT
1st QUARTER FY 2022**

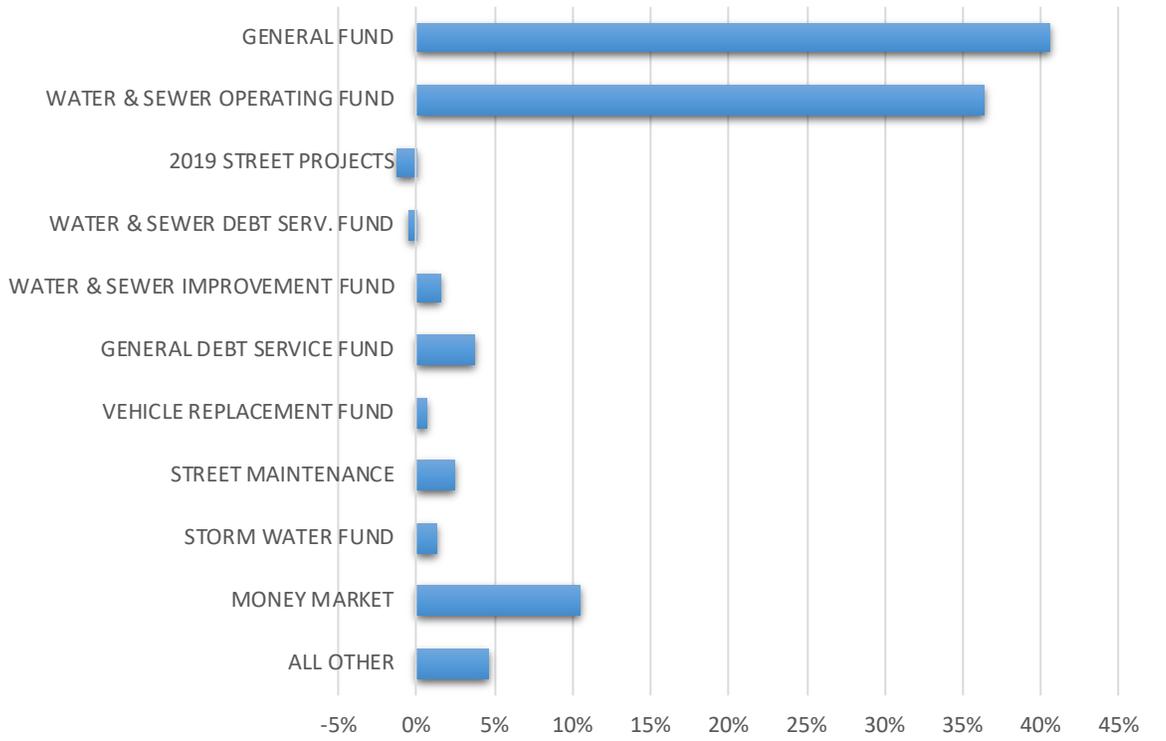
Bank Acct#	Bank Account Name	ACCT BALANCE AS OF SEPT 30, 2021	CHANGES	ACCT BALANCE AS OF DEC 31, 2021
*5157	GENERAL FUND MONEY MARKET ACCT	756,056.38	476.51	756,532.89
*5181	W&S MONEY MARKET ACCT	1,008,075.16	635.36	1,008,710.52
800008997	ANB Group Insurance Trust Bank	57.70	(32.94)	24.76
800000838	ANB PAYROLL FUND	182,407.58	(170,774.44)	11,633.14
4600130068	ANB ROOF	32,715.68	0.82	32,716.50
4600016705	ANB PEG	106,148.25	1.78	106,150.03
800007205	ANB PRIMARY	9,865,163.37	1,836,093.82	11,701,257.19
800013104	ANB ANIMAL SHELTER OPERATIONS	4,498.79	0.11	4,498.90
TOTALS	CASH ACCOUNTS	11,955,122.91	1,666,401.02	13,621,523.93
572915620	TEXSTAR- FY 2015 BONDS	148,252.11	4.18	148,256.29
572920190	TEXSTAR- 2019 BONDS	987,765.28	28.25	987,793.53
572920210	TEXSTAR- 2021 NEW POLICE STATION	5,150,210.10	147.47	5,150,357.57
572920211	TEXSTAR- 2021 CLFRF	2,000,007.68	89,019.11	2,089,026.79
449/1291300001	TEXPOOL-GENERAL FUND	1,597,945.87	148.93	1,598,094.80
449/1291300003	TEXPOOL-WATER AND SEWER	1,352,623.71	126.04	1,352,749.75
449/1291300004	TEXPOOL-WATER DEPOSIT FUND	325,380.22	30.35	325,410.57
449/1291300006	TEXPOOL-GOVT DEBT SVC	11,762.84	0.92	11,763.76
449/1291300007	TEXPOOL-WATER AND SEWER DEBT SVC	53,804.47	5.12	53,809.59
TOTALS	INVESTMENT ACCOUNTS	11,627,752.28	89,510.37	11,717,262.65
GRAND TOTAL		\$ 23,582,875.19	\$ 1,755,911.39	\$ 25,338,786.58

% OF TOTAL CASH

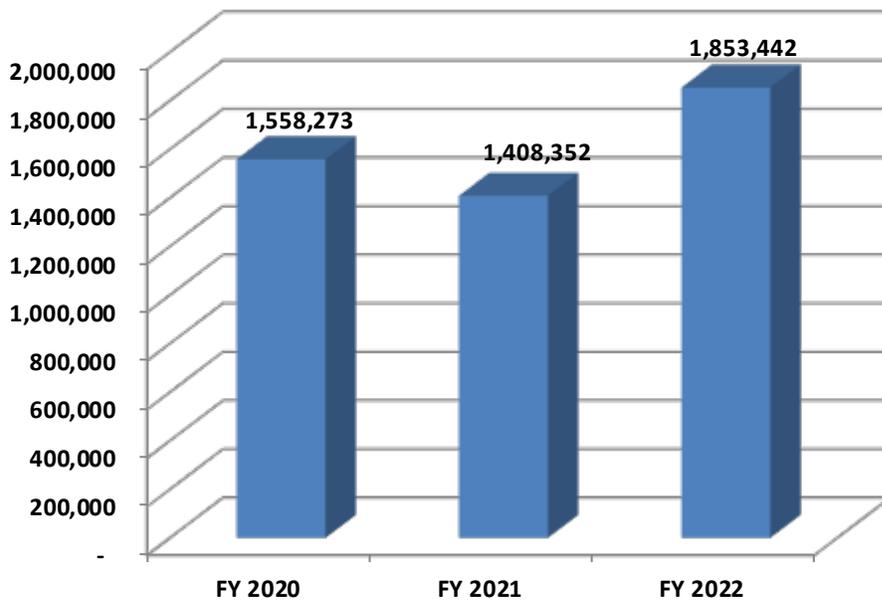


■ ANB CASH ■ ANB MONEY MARKET ■ TEXSTAR ■ TEXPOOL

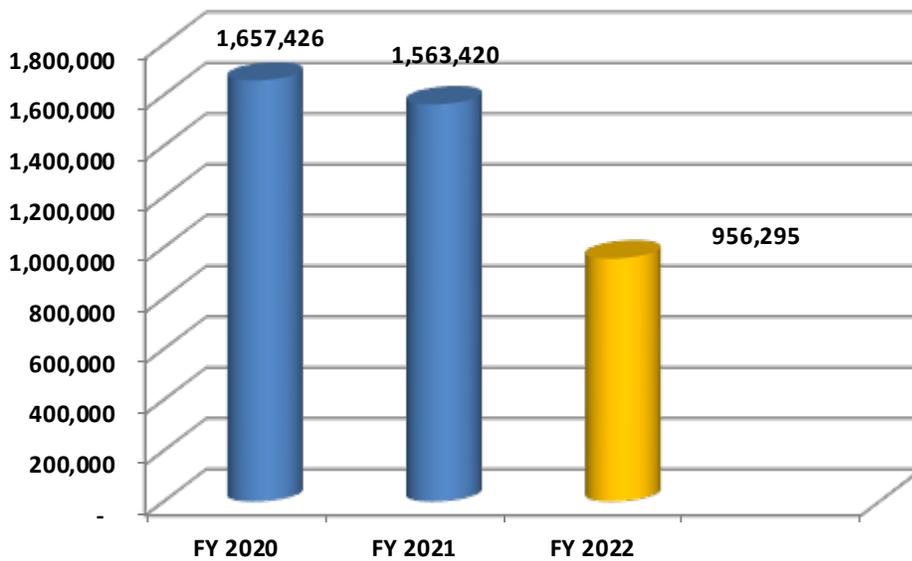
% OF CASH BALANCE



SEDC Cash Position



SEDC Financial Reserve

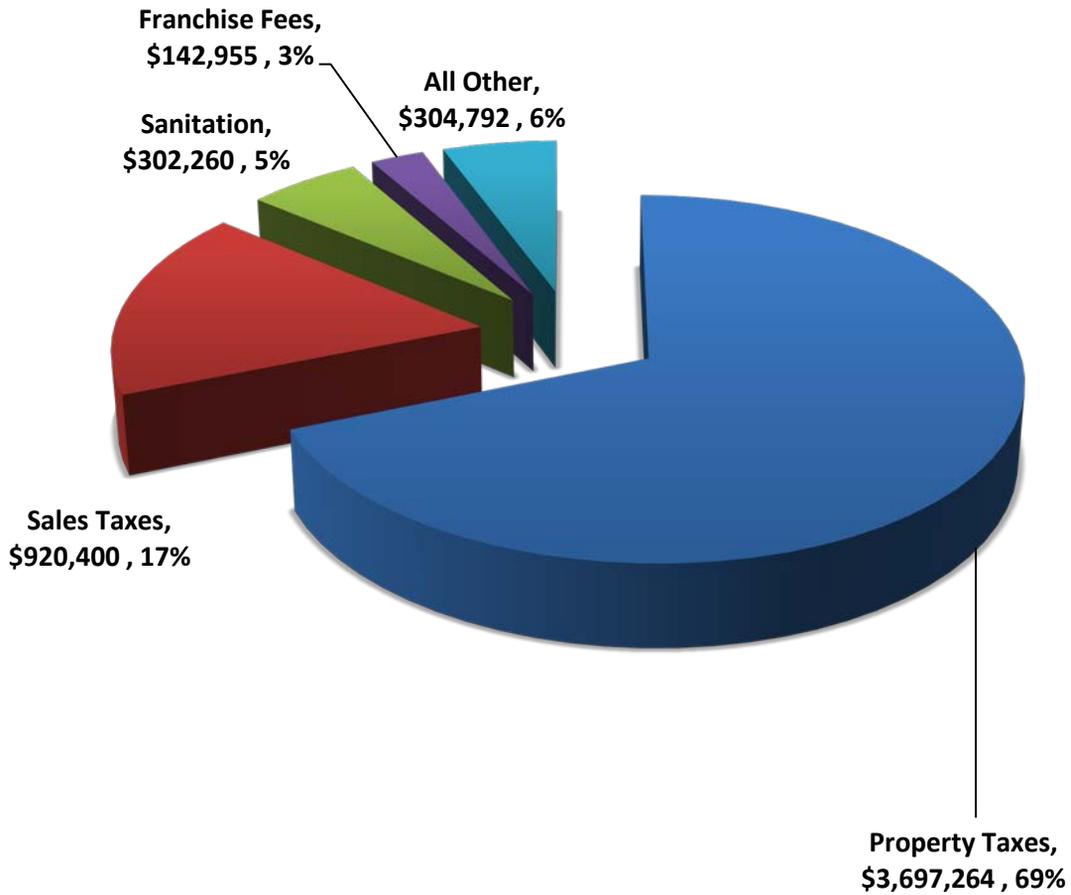




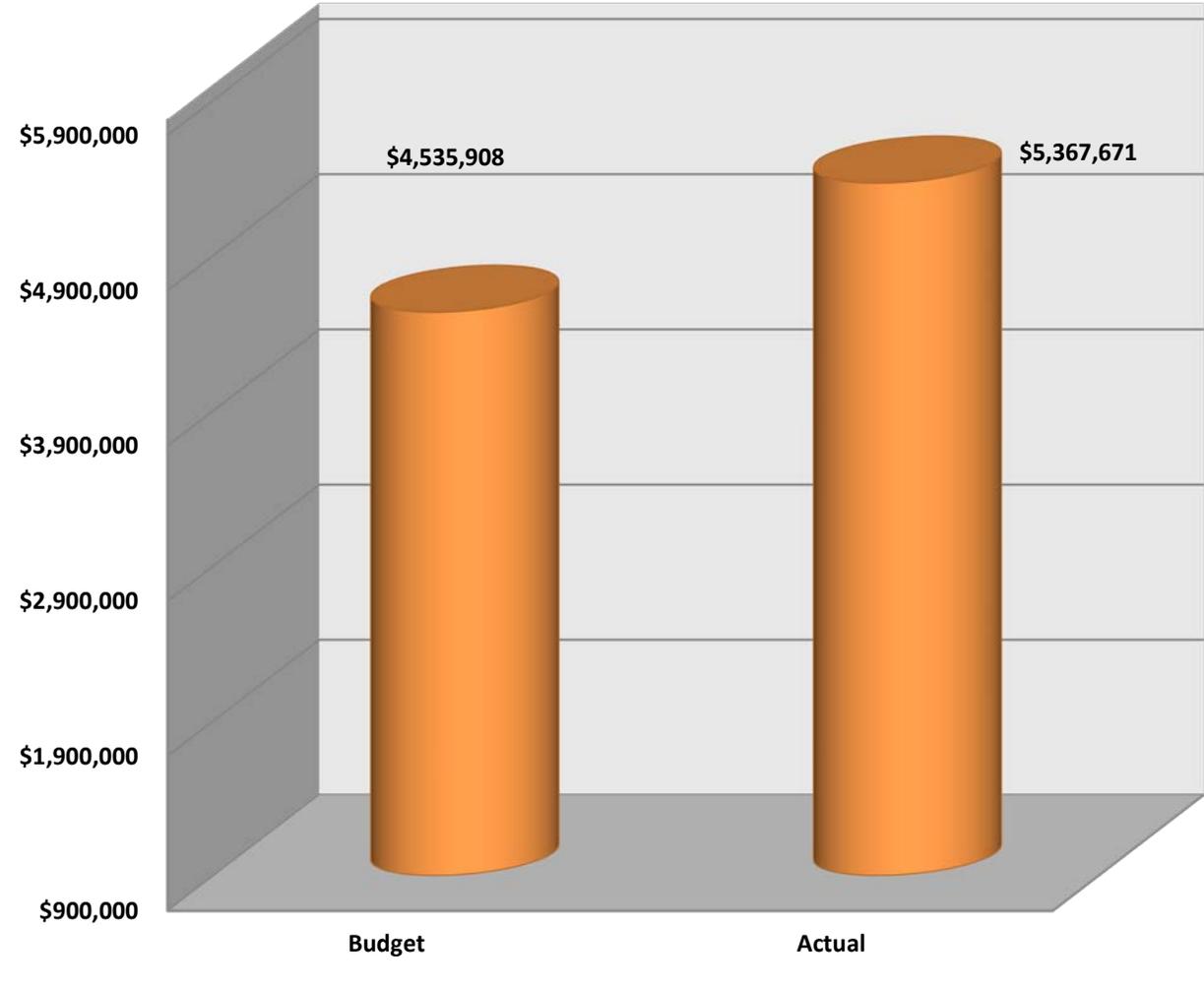
2022 Financials

December 2021

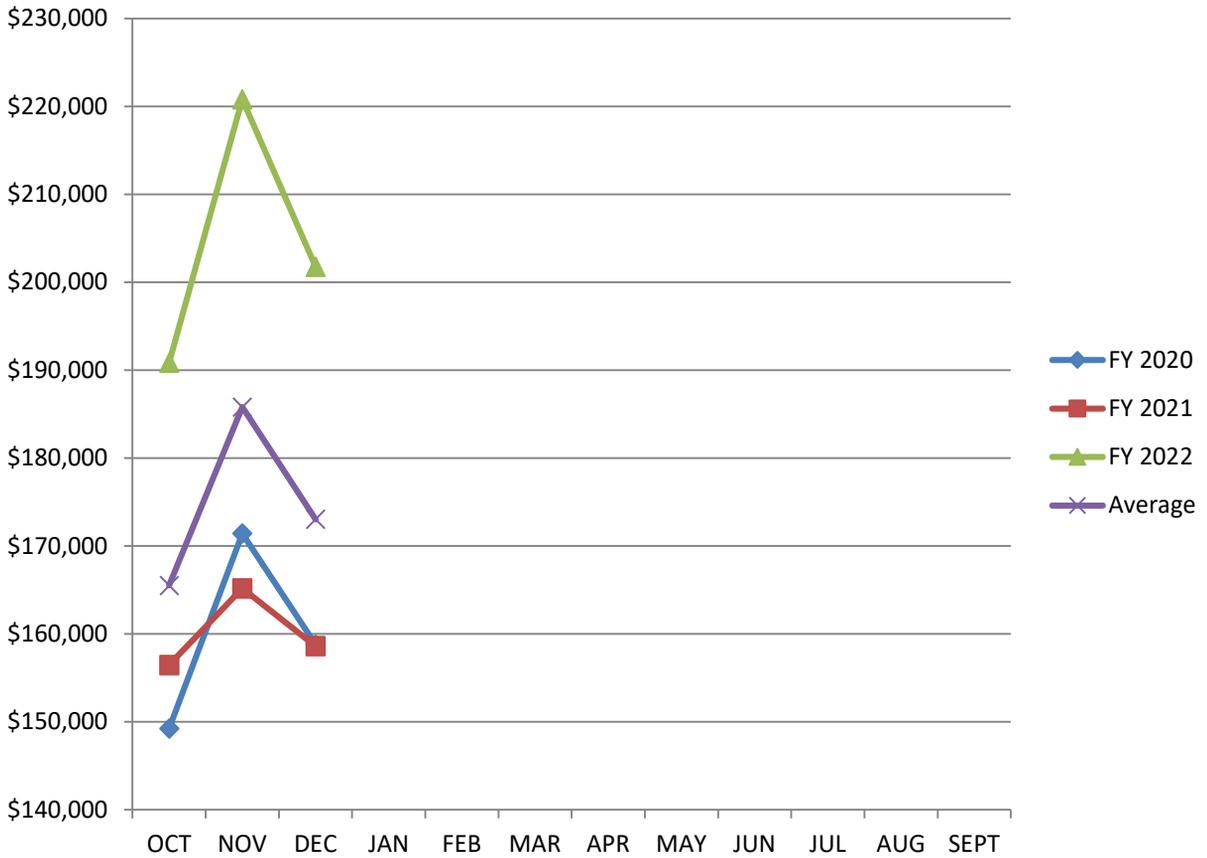
**General Fund Revenues
1st Quarter, FY 2022
Total \$5,367,671**



Year to Date Revenue Comparison General Fund

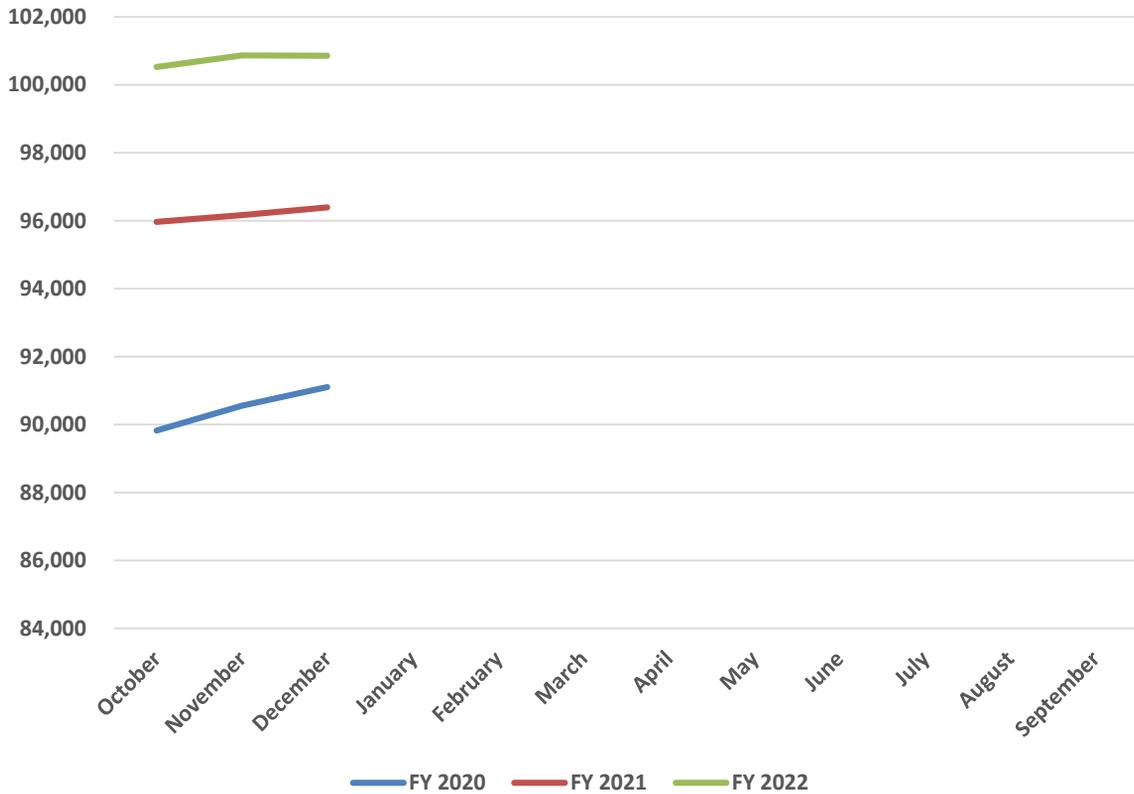


General Fund Sales Tax Comparison



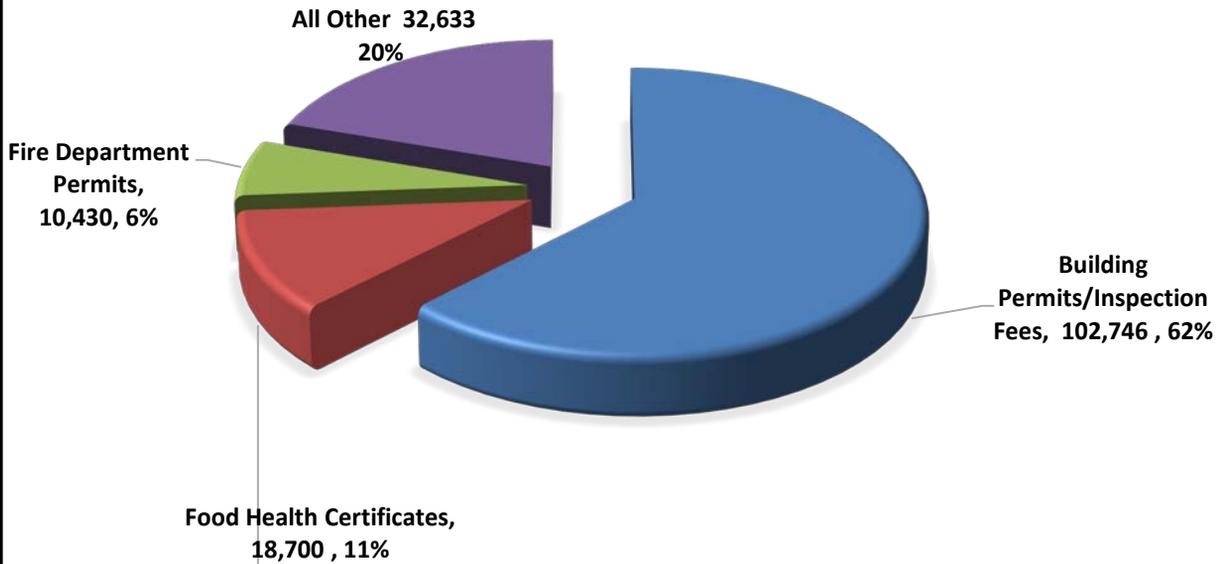
	FY 2020	FY 2021	FY 2022	Three Year Average
OCT	149,232.47	156,466.05	190,825.92	165,508.15
NOV	171,421.83	165,176.32	220,810.91	185,803.02
DEC	158,776.26	158,595.92	201,749.86	173,040.68

Three Year Comparison of Sanitation Revenue



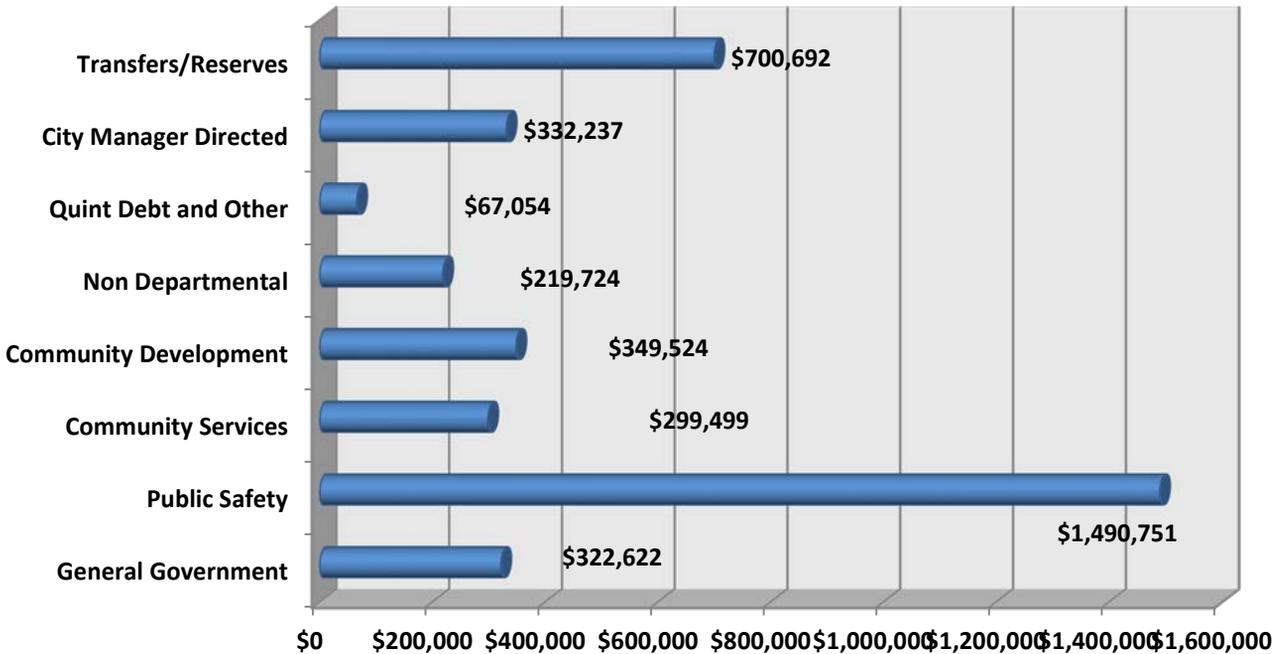
The City's third largest revenue source after Property and Sales taxes.

Permits and Fees FY 2022 To Date



Permits and Fees are revenues generated by City oversight of a broad range of community development activities.

**General Fund Expenditures, Transfers and One Time
Fund Balance Outlays
1st Quarter FY 2022
Total \$3,782,103**



General Government

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

Community Development

Building Services, Code Enforcement, Streets, Parks, Planning

Community Services

Municipal Court, Library, Senior Center, Sanitation

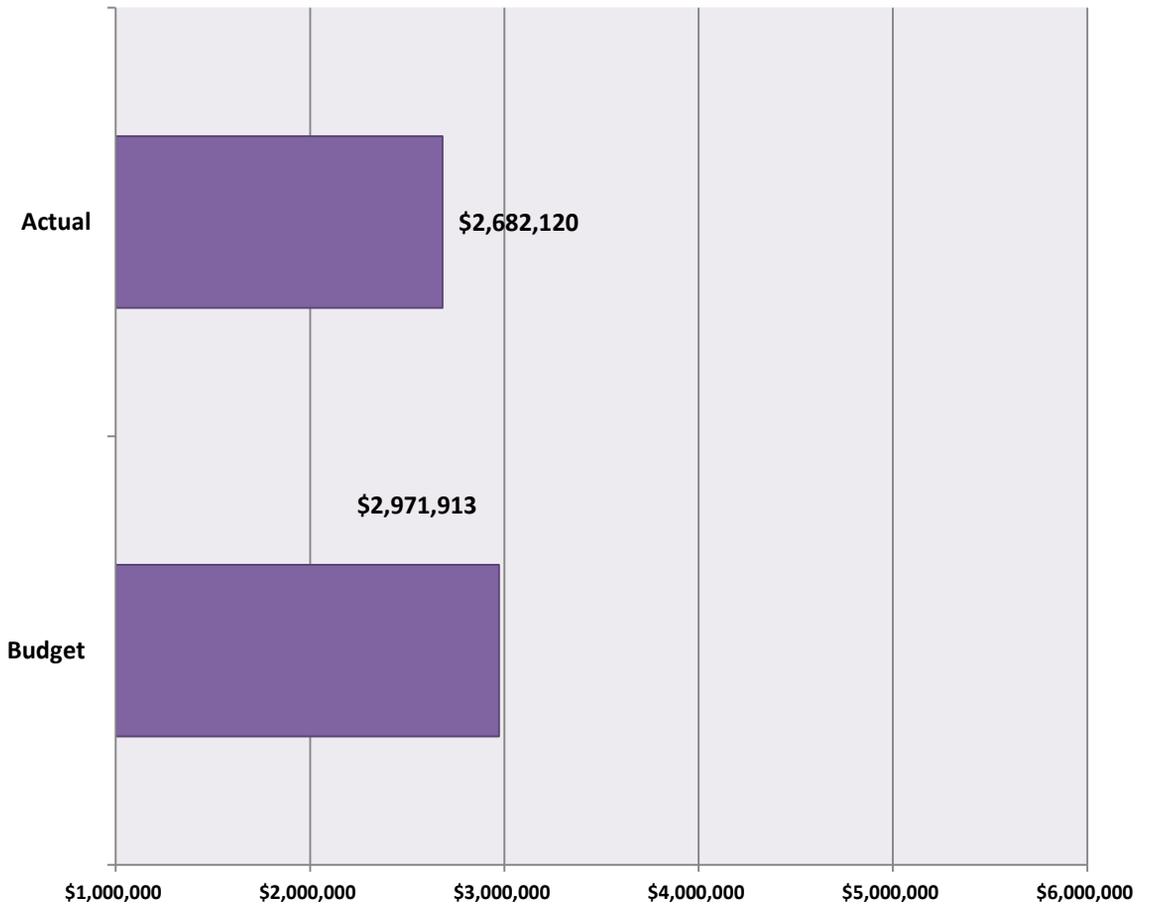
Public Safety

Police, Fire, Ambulance, Support Services, Animal Control

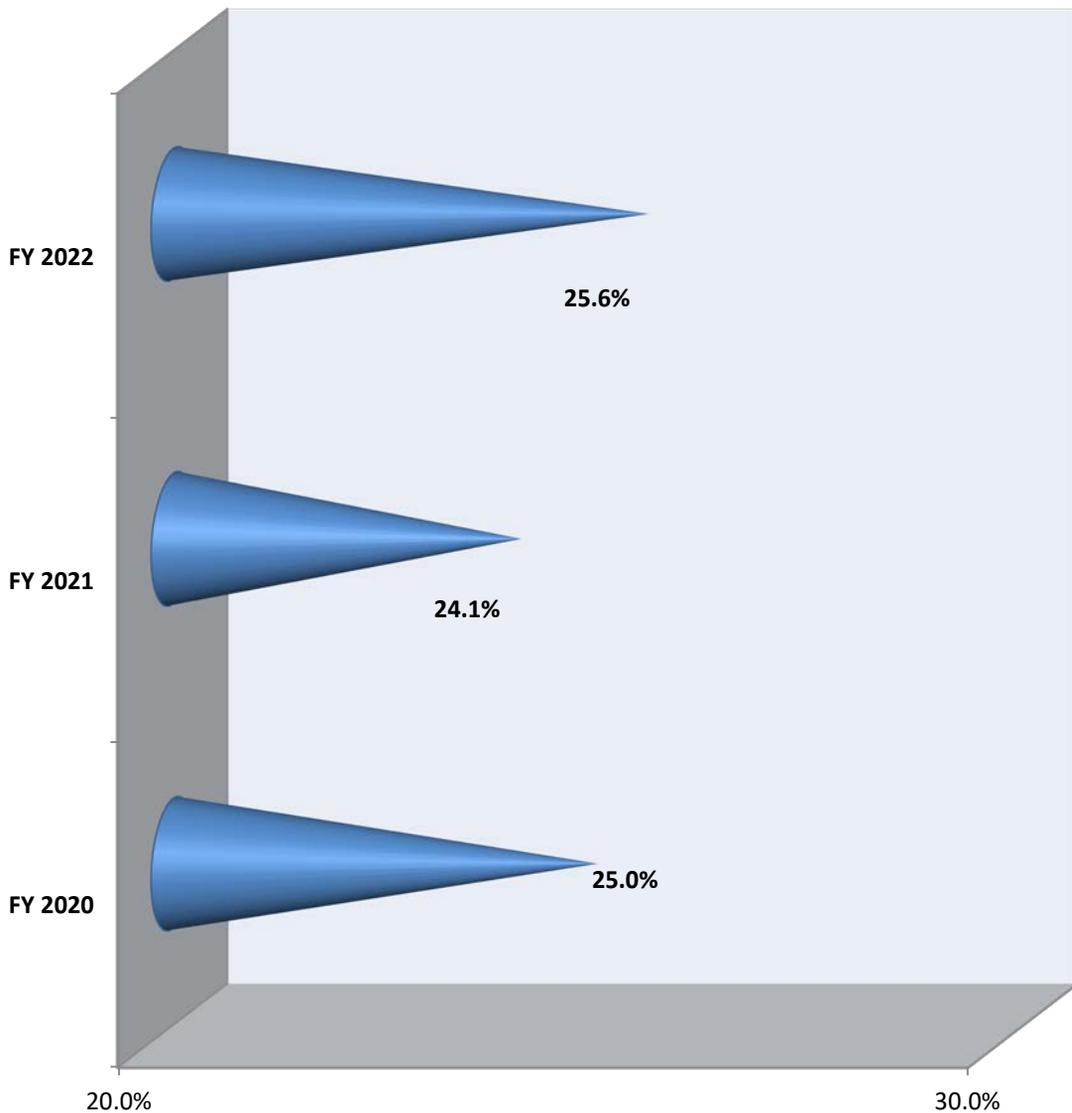
Transfers/Reserves

Transfers for Street Maintenance and Vehicle Replacement

Year to Date Expenditure Comparison General Fund

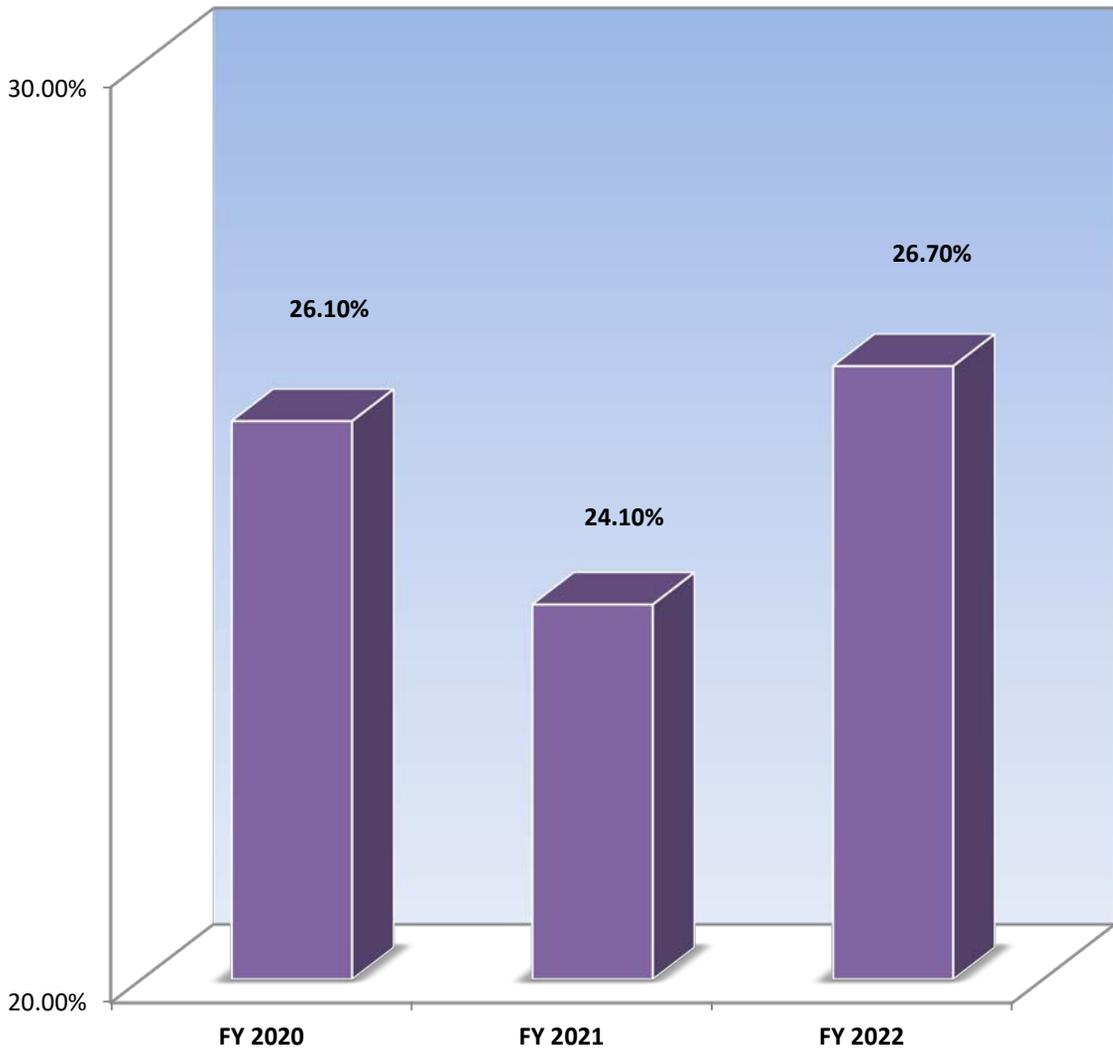


Water Revenue as a % of Budget 25% of the Fiscal Year



The Fiscal Year End water revenue is slightly above budget for the year.

Sewer Revenue as a % of Budget 25% of the Fiscal Year



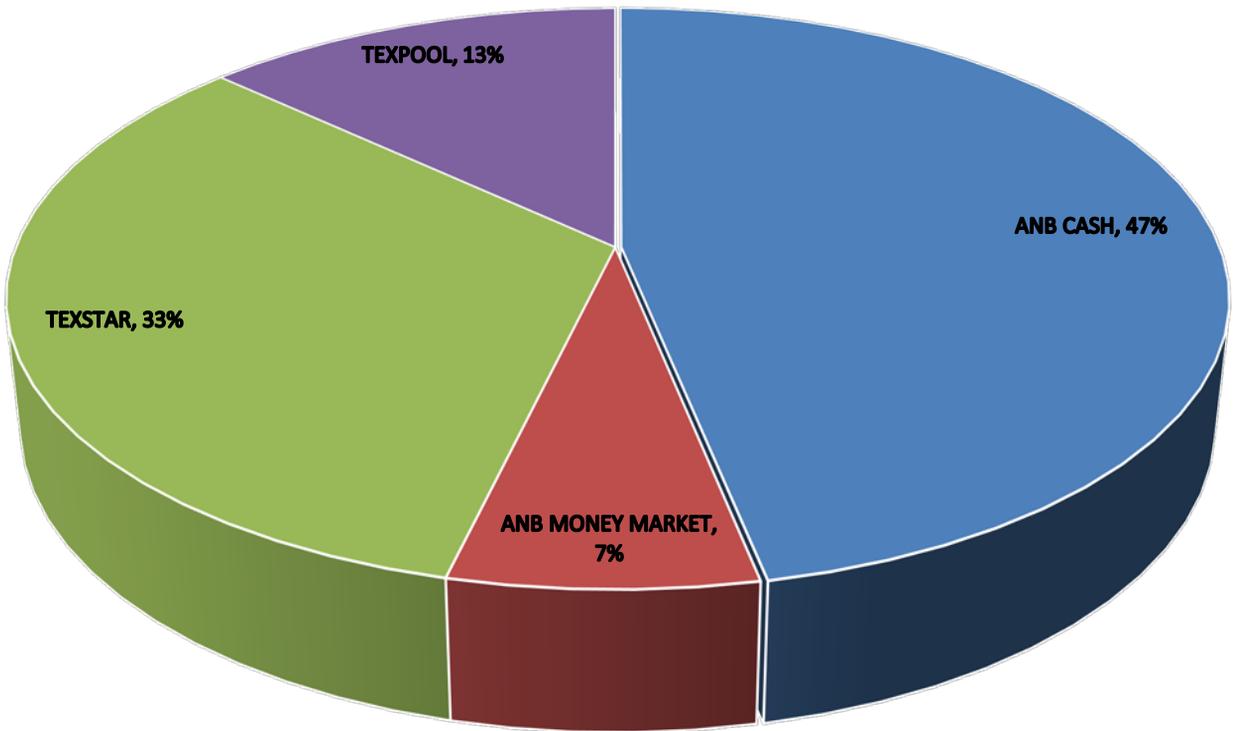
FY 2021 sewer revenue was slightly above budget expectations.

1st QUARTER FY 2022

Bank Acct#	Bank Account Name	ACCT BALANCE AS OF SEPT 30, 2021	CHANGES	ACCT BALANCE AS OF DEC 31, 2021
*5157	GENERAL FUND MONEY MARKET ACCT	756,056.38	476.51	756,532.89
*5181	W&S MONEY MARKET ACCT	1,008,075.16	635.36	1,008,710.52
800008997	ANB Group Insurance Trust Bank	57.70	(32.94)	24.76
800000838	ANB PAYROLL FUND	182,407.58	(170,774.44)	11,633.14
4600130068	ANB ROOF	32,715.68	0.82	32,716.50
4600016705	ANB PEG	106,148.25	1.78	106,150.03
800007205	ANB PRIMARY	9,865,163.37	1,836,093.82	11,701,257.19
800013104	ANB ANIMAL SHELTER OPERATIONS	4,498.79	0.11	4,498.90
TOTALS	CASH ACCOUNTS	11,955,122.91	1,666,401.02	13,621,523.93
572915620	TEXSTAR- FY 2015 BONDS	148,252.11	4.18	148,256.29
572920190	TEXSTAR- 2019 BONDS	987,765.28	28.25	987,793.53
572920210	TEXSTAR- 2021 NEW POLICE STATION	5,150,210.10	147.47	5,150,357.57
572920211	TEXSTAR- 2021 CLFRF	2,000,007.68	89,019.11	2,089,026.79
449/1291300001	TEXPOOL-GENERAL FUND	1,597,945.87	148.93	1,598,094.80
449/1291300003	TEXPOOL-WATER AND SEWER	1,352,623.71	126.04	1,352,749.75
449/1291300004	TEXPOOL-WATER DEPOSIT FUND	325,380.22	30.35	325,410.57
449/1291300006	TEXPOOL-GOVT DEBT SVC	11,762.84	0.92	11,763.76
449/1291300007	TEXPOOL-WATER AND SEWER DEBT SVC	53,804.47	5.12	53,809.59
TOTALS	INVESTMENT ACCOUNTS	11,627,752.28	89,510.37	11,717,262.65
GRAND TOTAL		\$ 23,582,875.19	\$ 1,755,911.39	\$ 25,338,786.58

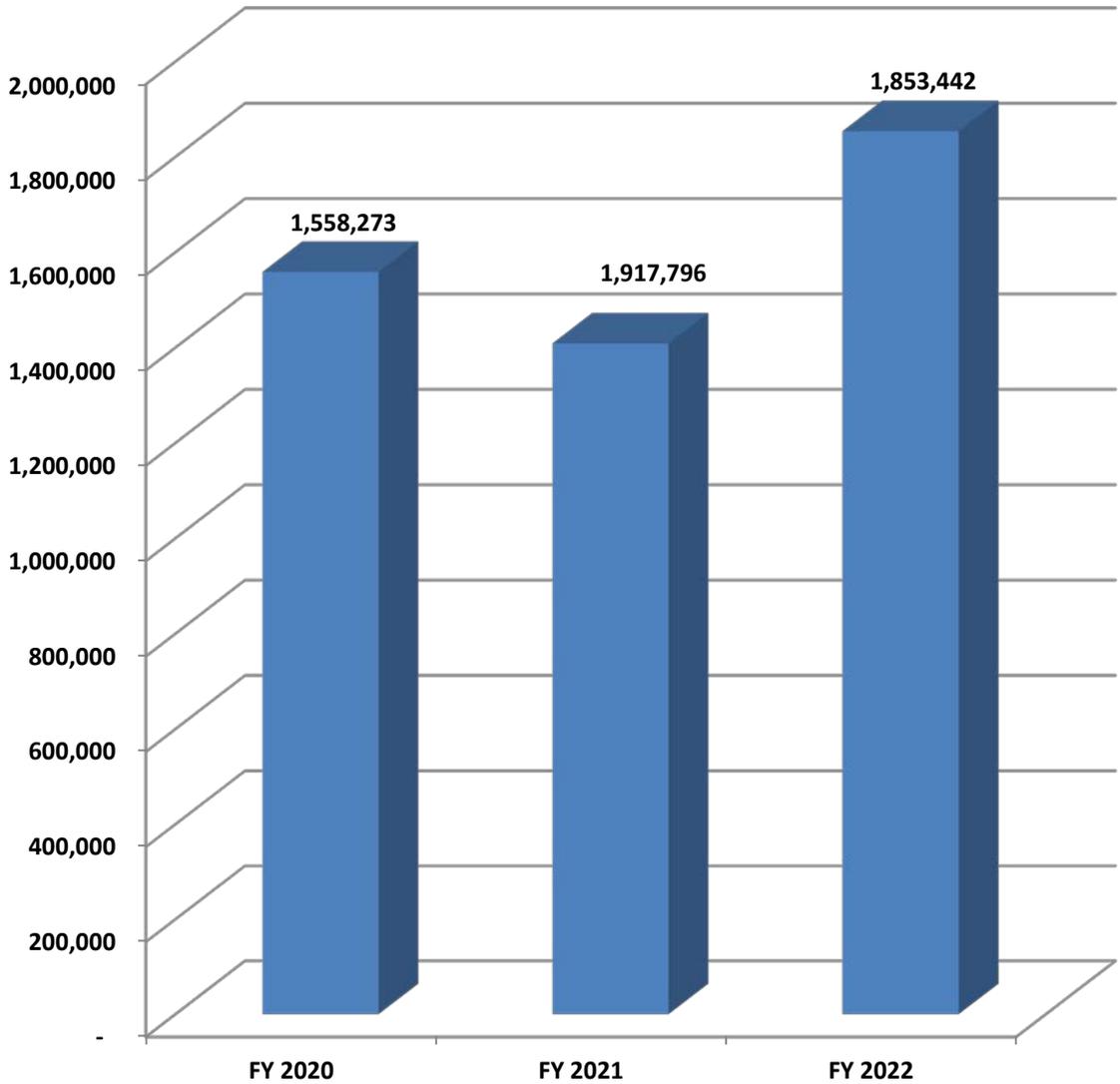
BANK	% OF TOTAL CASH
ANB CASH	47%
ANB MONEY MARKET	7%
TEXSTAR	33%
TEXPOOL	13%

% OF TOTAL CASH

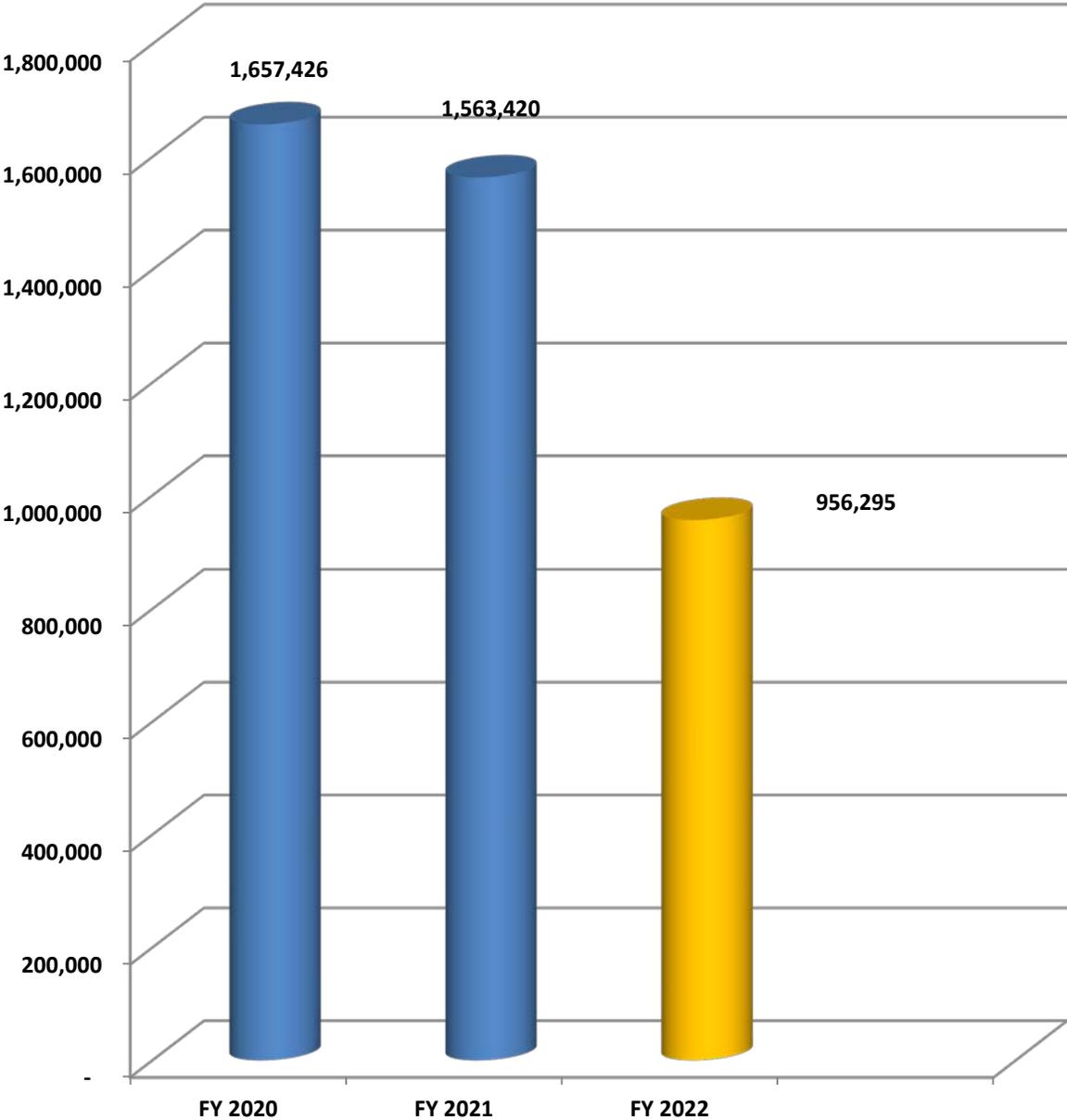


■ ANB CASH ■ ANB MONEY MARKET ■ TEXSTAR ■ TEXPOOL

SEDC Cash Position



SEDC Financial Reserve



Regular Session Agenda Item: 13

Meeting Date: February 7, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving and ratifying the City Manager's action for an expenditure of general fund monies in an amount not to exceed Forty-Four Thousand One Hundred Forty-Three Dollars and No Cents (\$44,143.00) for emergency replacement of the Seagoville Public Library ceiling; authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

BACKGROUND OF ISSUE:

During the work session at a regular City Council meeting in December, staff brought forward a potential health concern involving the City Hall, with the primary concern being the ceiling at the Seagoville Public Library ("Library"). As a result of that presentation, the City Council directed the City Manager to look into mitigating the situation in phases with the Library being first. Staff obtained a proposal from Infinity Contractors, a buy board vendor, to perform the demolition of the existing ceiling tile, grid and insulation and the installation of new ceiling tile, grid and insulation. Pursuant to the direction given by the City Council and acting in the best interest of the City and its citizens, the City Manager has approved Infinity to perform the emergency replacement of the Library ceiling as set forth in Exhibit "A", which is attached hereto.

FINANCIAL IMPACT:

\$44,143.00

RECOMMENDATION:

N/A

EXHIBITS:

Resolution – Approving Expenditure to Infinity Contractor for Library Ceiling
Proposed Project Agreement

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2022

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AND RATIFYING THE CITY MANAGER'S ACTION FOR AN EXPENDITURE OF GENERAL FUND MONIES IN AN AMOUNT NOT TO EXCEED FORTY-FOUR THOUSAND ONE HUNDRED FORTY-THREE DOLLARS AND NO CENTS (\$44,143.00) FOR EMERGENCY REPLACEMENT OF THE SEAGOVILLE PUBLIC LIBRARY CEILING; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, during the work session at a regular City Council meeting in December, staff brought forward a potential health concern involving the City Hall, with the primary concern being the ceiling at the Seagoville Public Library ("Library"); and

WHEREAS, as a result of that presentation, the City Council directed the City Manager to look into mitigating the situation in phases with the Library being first; and

WHEREAS, staff obtained a proposal from Infinity Contractors, a buy board vendor, to perform the demolition of the existing ceiling tile, grid and insulation and the installation of new ceiling tile, grid and insulation; and

WHEREAS, pursuant to the direction given by the City Council and acting in the best interest of the City and its citizens, the City Manager has approved Infinity to perform the emergency replacement of the Library ceiling as set forth in Exhibit "A", which is attached hereto; and

WHEREAS, based on the foregoing, the City Council finds it to be in the best interest of the City and its citizens to approve and ratify the City Manager's action for an expenditure of general fund monies in an amount not to exceed Four Thousand One Hundred Forty-Three Dollars and no cents (\$44,143.00) for emergency replacement of the Seagoville Library ceiling as set forth herein.

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

Section 1. The City Council hereby approves and ratifies the City Manager's action for an expenditure of general fund monies in an amount not to exceed forty-four thousand, one hundred forty-three dollars and no cents (\$44,143.00) to Infinity Contractors, as set forth in the attached Exhibit "A", for emergency replacement of the Seagoville Library ceiling as set forth herein; and, the City Manager is hereby authorized to execute any and all documents necessary to complete the project.

Section 2. All resolutions of the City of Seagoville heretofore adopted which are in conflict

with the provisions of the resolution be, and the same are hereby repealed, and all resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

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

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

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this 7th day of February 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(020222vwtTM127538)

EXHIBIT "A"

EXHIBIT "A"



INFINITY
CONTRACTORS

MECHANICAL / HVAC / PLUMBING / PROCESS & INDUSTRIAL PIPING

City of Seagoville

Seagoville Library Ceiling Tiles

Proposed Project Agreement

Date:
12/28/2021

Proposal Number:
P00075

Prepared for:
City of Seagoville
702 N Hwy 175
Seagoville, Texas 75159

Prepared by:
Barrett Garrison
817-823-1594
barrett@infinitycontractors.com





PROJECT PROPOSAL

Company
Infinity Contractors
1400 Everman Parkway, Suite #134
Fort Worth, TX 76140
Ph: 817-823-1594

Proposal Date: 12/28/2021
Proposal Number: P00075

Bill To Identity
City of Seagoville
702 N Hwy 175
Seagoville, Texas 75159

Agreement Location
City of Seagoville
702 N Hwy 175
Seagoville, Texas 75159

Ladis

Ladis

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

OUR PRICE FOR THIS PROPOSAL IS\$44,143.00

BuyBoard# 638-21

OUR PROPOSAL INCLUDES:

- Demo existing ceiling tile, grid, & insulation in the library only.
• Install new ceiling grid, ceiling tile (Armstrong PRELUDE15/16 in.), & R-13 batt insulation in the library only.
• 2 separate mobilizations are estimated for demo & new.

Exclusions:

- Duct work
• Taxes
• Holiday hours and/or overtime hours
• Dumpster.
• Anything outside scope of work.

WARRANTY: Our warranty on work performed is one (1) year, parts and labor.

TERMS OF PAYMENT: Monthly Progress Billing. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor
Signature (Authorized Representative)
Barnett Garrison
Name (Print Type)
12-29-21

Customer
Signature (Authorized Representative)
PATRICK STALLINGS
Name (Print Type)



817-823-1594
Phone

12/28/2021 P00075
Date Proposal #

CITY MANAGER

Title

12/28/2021 PO#



Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Contractor may invoice Customer on a monthly basis. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month of (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.
5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.



8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.
9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
10. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.
12. This Agreement is between Contractor and Customer alone, and neither intends that there be any third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.
13. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
14. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.
15. If paying with credit card a 3% surcharge will be added to total project price.

Regular Session Agenda Item: 14

Meeting Date: February 7, 2022

ITEM DESCRIPTION:

Discussion concerning designated/prohibited parking on S. Highway 175 Frontage Road and on Water Street.

BACKGROUND OF ISSUE:

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

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 15

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 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.

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 SEAGOVILLE, 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: 16

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 COMMERCIAL

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 \$1,000,000.00	\$3,233.75 for the first \$500,001.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to include \$1,000,000.00
\$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 Inspections 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: 17

Meeting Date: February 7, 2022

ITEM DESCRIPTION:

Second Reading - Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Jacques's Creole Sausage Company as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date.

BACKGROUND OF ISSUE:

The Seagoville Economic Development Corporation ("SEDC") is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code ("Act"), to provide funding for projects which will promote and retain new and expanding business enterprises within the City. The SEDC has negotiated and intends to undertake a project which will promote and retain new and expanded business enterprises within the City with Jacques's Creole Sausage Company, a Texas general partnership, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit "A" (the "Project").

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.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Resolution – Approving SEDC Project w/Jacques's Creole Sausage Company Agreement between SEDC and Jacques's Creole Sausage Company

CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE ECONOMIC DEVELOPMENT PROJECT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND JACQUE’S CREOLE SAUSAGE COMPANY AS REFLECTED IN THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (“SEDC”) is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will promote and retain new and expanding business enterprises within the City; and

WHEREAS, the SEDC has negotiated and intends to undertake a project which will promote and retain new and expanded business enterprises within the City with Jacque’s Creole Sausage Company, a Texas general partnership, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “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 Project contemplated by SEDC and Jacque’s Creole Sausage Company under the terms and conditions set forth in the Economic Development Incentive Agreement will 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 IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:

Section 1. The City Council hereby approves and authorizes the Project between the Seagoville Economic Development Corporation and Jacque’s Creole Sausage Company, a Texas general partnership, under the terms and conditions set forth in an Economic Development Incentive Agreement in substantially the form attached hereto as Exhibit “A”.

Section 2. The City Council authorizes the SEDC to enter into any additional agreements necessary to undertake the Project in accordance with the terms and conditions set forth in the Economic Development Incentive Agreement.

Section 3. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED First Reading and Second Reading of the City Council of the City of Seagoville, Texas, this the ____ day of _____ 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(011422vwtTM127134)

Exhibit "A"
Economic Development Incentive Agreement
(to be attached)

STATE OF TEXAS §
§ ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
COUNTY OF DALLAS §

This Economic Development Incentive Agreement (“Agreement”) is made by and between Jacque’s Creole Sausage Company, a Texas general partnership, and the Seagoville Economic Development Corporation (the “SEDC”), each acting by and through their respective authorized representatives. Jacque’s Creole Sausage Company (“Company”) and SEDC may be referred to herein each as a “Party” and collectively as the “Parties”.

W I T N E S S E T H:

WHEREAS, Company has entered into a three-year lease, with option to purchase, for the property and improvements located at 202 N. Kaufman Street, Seagoville, Texas 75159 (the “Property”), and desires to operate thereon a business producing and distributing smoked sausage to be known as Jacque’s Creole Sausage Company (“Jacque’s”); and

WHEREAS, Company has advised the SEDC that a contributing factor that would induce Company to open and operate Jacque’s on the Property would be an agreement by SEDC to provide an economic development grant to Company to defray a portion of the costs of equipment necessary for such operations; and

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

WHEREAS, the Development Corporation Act, Chapters 501-505, Texas Local Government Code (the “Act”), authorizes SEDC to provide economic development grants for new or expanded business enterprises; and

WHEREAS, SEDC has determined that the Grant (hereinafter defined) to be made hereunder is required or suitable to retain, promote or develop new or expanded business enterprises and constitutes a “project”, as that term is defined in the Act; and

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

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

Article I Definitions

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

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

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

“Commencement of Operations” shall mean that (1) the Equipment has been installed, (2) a final, permanent certificate of occupancy for the real estate improvements located on the Property located at 202 North Kaufman Street, Seagoville, Texas has been issued, and (3) Company is open to the public and conducting business as Jacque’s Creole Sausage Company, producing and distributing smoked sausage during normal business hours.

“Company” shall mean Jacque’s Creole Sausage Company, a Texas general partnership and each of its general partners, Michael Edward Crittle, Jr., Jamaal Lajuan Webb, and Brandi La Nean Webb, jointly and severally.

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

“Employment Positions” shall mean non-temporary full-time employment positions of the Company which are eligible for employee benefits and are created, maintained and filled at the 202 North Kaufman Street location of Jacque’s creole Sausage Company or such other expansion locations of the Company located within the City of Seagoville.

“Equipment” shall mean the following equipment, some of which is more specifically described and depicted in Exhibit “1”, attached hereto and incorporated herein by this reference, to be installed at the Property and utilized in Grantee’s business of producing and distributing smoked sausage:

1. Outdoor walk-in cooler;
2. Barbeque pit;
3. Gray high gloss floor kit(s);
4. Square stand kit;
5. Chest freezer;
6. Shelving;
7. Food saver;

8. Wood-top work table with galvanized base;
9. Storage bins for seasoning;
10. Marquee signage and lighting upgrade;
11. 14' x 12' concrete slab;
12. Smoke house;
13. Fencing for rear area; and
14. Canopy over walk-in cooler.

“Expiration Date” shall mean the fifth (5th) anniversary of Commencement of Operations.

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

“Grant” shall mean an economic development grant in the amount equal to the costs incurred and paid by Company for the Equipment, as defined herein, not to exceed Twenty-five Thousand Dollars (\$25,000.00) to offset a portion of the costs paid and incurred by Company for the Equipment, to be paid in one lump sum payment within seventy-five (75) days of execution of this Agreement.

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

“Property” shall mean the real estate and improvements situated thereon located at 202 North Kaufman Street in the City of Seagoville, Texas.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between the Company and SEDC or the City.

“Required Use” shall mean Company’s continuous occupancy of the Property and the operation thereon of Jacques Creole Sausage Company, a business producing and distributing smoked sausages, which shall be open to the public and serving the citizens of the City.

“SEDC” shall mean the Seagoville Economic Development Corporation.

Article II Term

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Grant

3.1 Grant. SEDC agrees, subject to the Conditions Precedent stated in this Agreement, the continued satisfaction of all the terms and conditions of this Agreement by Company and the obligation of Company to repay the value or the costs incurred by SEDC to provide the Grant pursuant to Article V hereof, to provide Company with the Grant as set forth herein.

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

3.3 Current Revenue. The Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by SEDC. SEDC shall have no obligation or liability to provide any Grant except as allowed by law. SEDC shall not be required to provide any of the Grant if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

Article IV Conditions to Grant

Company shall during the term of this Agreement satisfy and comply with the terms and conditions of this Agreement and specifically, each term and condition of this Article IV. The obligation of SEDC to provide the Grant or any portion thereof shall be conditioned upon Company’s compliance with and satisfaction of the terms and conditions of this Agreement and each of the conditions set forth in this Article IV.

4.1 Good Standing. Company shall not have an uncured breach or default of this Agreement or a Related Agreement.

4.2 Commencement of Operations. Commencement of Operations, as that term is defined herein, shall occur not later than six (6) months after the Effective Date of this Agreement.

4.3 Required Use. During the term of this Agreement following Commencement of Operations and continuing thereafter until expiration of this Agreement or earlier termination,

Company shall continuously occupy the Property and shall continuously use said Property for the Required Use and for no other purpose or use. Further, during the term of this Agreement, such occupation and use shall not cease for more than thirty (30) days except in connection with, and to the extent of, an event of Force Majeure.

4.4 Employment Positions. Beginning on the Commencement of Operations and continuing until the Expiration Date, Company shall create, fill and maintain a total of at least two (2) Employment Positions. Further, on or before the fourth anniversary of the Effective Date of this Agreement, Company shall create, fill and maintain a total of at least seven (7) Employment Positions (which shall include the two previously required positions and five new positions) and shall maintain those seven Employment Positions until the Expiration Date of this Agreement.

4.5 Continuous Occupancy and Rental or Ownership. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Property shall be continuously owned or rented by Company and continuously occupied by Company.

4.6 Capital Investment. Company's Capital Investment for the Equipment shall be not less than Twenty-five Thousand (\$25,000.00) Dollars. Company shall, not later than fifteen (15) calendar days after the date of Commencement of Operations (as defined herein), deliver to SEDC copies of all records, contracts, receipts, invoices, bills, proofs of payment, and such other information as SEDC may reasonably request to document compliance with the required Capital Investment. In the event the final total cost of the Equipment, as reasonably verified by SEDC, is less than Twenty-five Thousand (\$25,000.00) Dollars, the Company shall, within thirty (30) days of receipt by Company of written demand by SEDC, pay the SEDC the difference in value between \$25,000.00 and the final total cost of the Equipment as reasonably verified by SEDC.

Article V Termination; Repayment

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

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) upon written notice by SEDC, if any Impositions owed to SEDC, City or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such taxes or Impositions), and such delinquency is not cured within thirty (30) days following Company's receipt of written notice thereof;

- (d) upon written notice by SEDC, if Company suffers an event of Bankruptcy or Insolvency; or
- (e) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment due to Breach of Section 5.1(b). In the event the Agreement is terminated by SEDC pursuant to Section 5.1 (b),:

- (a) due to a breach of the obligation set forth in section 4.2 hereof, Company shall immediately refund to the SEDC an amount equal to the value of the Grant received by Company; or
- (b) due to a breach of any other obligation:
 - i. If the breach occurs on a date that is more than four years prior to the Expiration Date, the Company shall refund an amount equal to one hundred percent (100%) of the value of the Grant received by Company;
 - ii. If the breach occurs on a date that is more than three years, but less than four years, prior to Expiration Date, the Company shall refund an amount equal to eighty percent (80%) of the value of the Grant received by Company;
 - iii. If the breach occurs on a date that is more than two, but less than three years prior to the Expiration Date, the Company shall refund an amount equal to sixty percent (60%) of the value of the Grant received by Company;
 - iv. If the breach occurs on a date that is more than one, but less than two, year(s) prior to the Expiration Date, the Company shall refund an amount equal to forty percent (40%) of the value of the Grant received by Company; and
 - v. If the breach occurs on a date that is less than one year prior to the Expiration Date, the Company shall refund an amount equal to twenty percent (20%) of the value of the Grant received by Company.

The repayment obligations of the Company set forth in this Section 5.2 shall survive termination of this Agreement.

5.3 Repayment Due to Breach of Section 5.1(c), (d), and/or (e). In the event the Agreement is terminated by SEDC pursuant to Section 5.1(c), (d), and/or (e), the Company shall immediately refund to SEDC an amount equal to the Grant paid by SEDC to the Company, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall cease to exist or cease to announce a prime or base lending rate, than at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the SEDC) as its prime or base commercial lending rate from the date on which the Grant is paid by

SEDC until refunded by the Company. The repayment obligation of Company set forth in this Section 5.3 shall survive termination of this Agreement.

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

Article VI Miscellaneous

6.1 Conditions Precedent. The obligations of SEDC under this Agreement are subject to and conditioned on the following:

- (i) Company has secured and presented SEDC with proof of three year lease or contract to purchase the Property;
- (ii) The City Council of the City of Seagoville, Texas has, by resolution, approved this Incentive Agreement and the related Project; and
- (iii) The sixty (60)-day period provided for under Texas Local Government Code section 505.160 has passed and neither the SEDC nor the City has received a petition from more than ten (10%) percent of the registered voters of the City requesting that an election be held before the funding of the Project as contemplated by this Agreement is undertaken.

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

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

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

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

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other

address as such Party may subsequently designate in writing), or on the day actually received if sent by courier or otherwise hand delivered.

If intended for SEDC, to:

Seagoville Economic Development
Corporation
Attn: Patrick Stallings, Exec. Director
702 N. Highway 175
Seagoville, Texas 75159

With a copy to:

Victoria W. Thomas
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Company:

Jacque's Creole Sausage Company
202 North Kaufman Street
Seagoville, Texas 75159

and

Jacque's Creole Sausage Company
Attn: Michael Crittle, Jr., Gen. Ptnr.
8735 Bigelow Drive
Plano, Texas 75024

6.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. There is no other collateral oral or written agreement among the Parties that in any manner relates to the subject matter of this Agreement.

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

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

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

enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

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

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

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

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

[Three Signature Pages to Follow]

EXECUTED on this _____ day of _____, 2022.

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Patrick Stallings, Executive Director

EXECUTED on this _____ day of _____, 2022.

JACQUE’S CREOLE SAUSAGE COMPANY

By: _____
Michael Edward Crittle, Jr., General Partner

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Michael Edward Crittle, Jr., General Partner and authorized agent for Jacque’s Creole Sausage Company, a Texas general partnership, known or proven to me to be the person and agent whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said Jacque’s Creole Sausage Company, that he was duly authorized to perform the same by appropriate resolution and consent of the general partnership, and that he executed the same as the act of said Jacque’s Creole Sausage Company for the purpose and consideration therein expressed and in the capacity therein stated after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2022.

Notary Public, State of Texas

My Commission Expires:

EXHIBIT 1

Attachment #1

The screenshot shows a product page for a Nor-Lake Kold Locker 8' x 8' x 8' 7" Outdoor Walk-In Cooler. The main image is a large, stainless steel walk-in cooler with a double door and a lock. To the right of the main image is a vertical gallery of smaller images showing different views and details of the cooler. Below the main image is a note: "Note: *Extended lead times due to high demand". To the right of the gallery, there is a price tag for "\$10,042.00/Each" and a "Login for details" button. Below the price, there are several dropdown menus for "Type", "Accessories & Options", "Exterior Kickplate Type", "Interior Kickplate Type", "Optional - Alternate Floor Plans", and "Optional - Compressor Extended Warranty". At the bottom right, there is an "Add to Cart" button and a "Free Shipping" badge. At the bottom left, there are social media icons for Facebook, Twitter, and LinkedIn. At the bottom center, there are "Print page" and "Ask a question" buttons. At the bottom right, there are "Wishlist" and "Read Review" buttons.

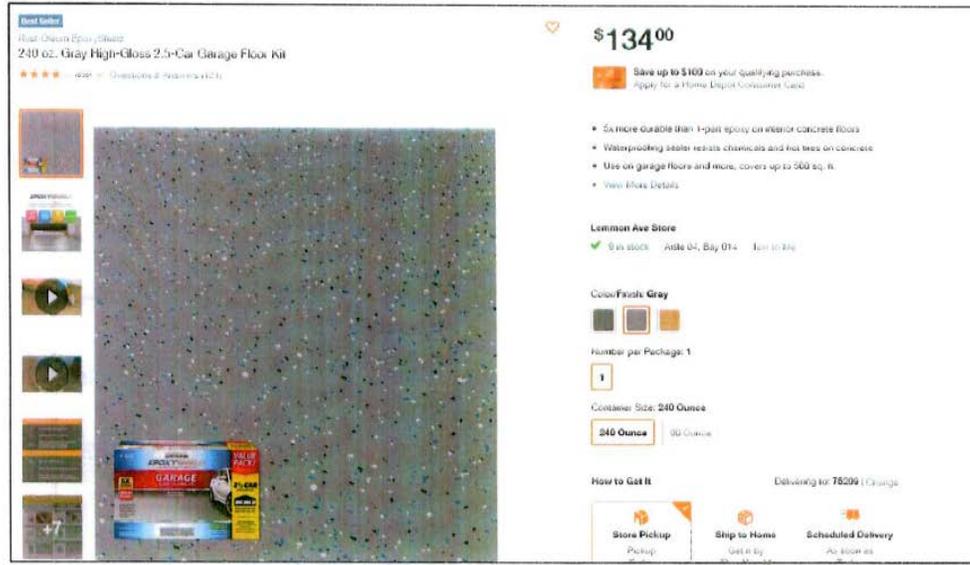
Description

Utilized during the cooling process once the product is removed from the smokehouse prior to being prepped for packaging. Can also be utilized for additional cold storage.

Attachment #2



Attachment #3



Description

Utilized to cover all flooring throughout which will allow for easy of sanitization of all areas.

Attachment #4



In stock - Free shipping available

Square Stand Kit

for 10.2" iPad (2021, 2020, 2019), 10.5" iPad Air (2019), and iPad Pro 10.5"

\$639.00

Would you like to add an iPad?

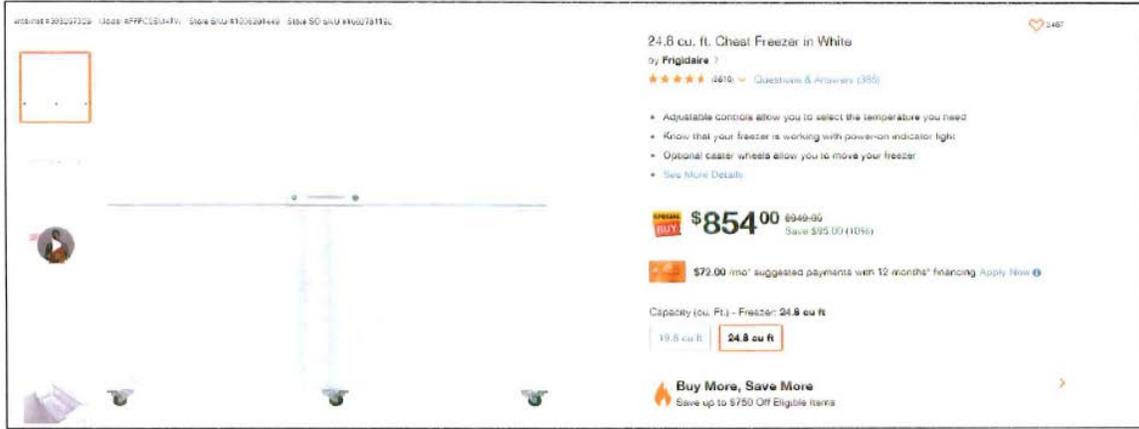
No, I already have an iPad

Yes, add 10.2" iPad WiFi 32GB - Space Grey (2020) **+\$329.00**

Description

Utilized for payment processing in the store front.

Attachment #5



Description

Utilized for cold storage and freezing product in preparation for shipping.

Attachment #6

4-Tier Welded Steel Garage Storage Shelving Unit (77 in. W x 72 in. H x 24 in. D)

★★★★★ 429 (See all 3 Reviews)

\$249.99

Save up to \$100 on your qualifying purchase. Apply for a Home Depot Credit Card.

- 4 adjustable shelves support up to 2,000 lbs. per shelf
- Heavy-duty welded steel construction for durability and support
- Fast and easy to assemble with no tools needed
- View More Details

Width x Height x Depth: 77 in W x 72 in H x 24 in D

66 in W x 72 in H x 18 in D | 66 in W x 72 in H x 18 in D

77 in W x 72 in H x 24 in D

How to Get It

Delivery to: 75209 | Change

- Buy in Store
Limited stock at
Stallman
Check Nearby Stores
- Ship to Home
Get it by
Thu, Dec 9
Standard Delivery
- Scheduled Delivery
Not available for this
item

47 available for delivery to 75209
Delivery Options

- 1 + **Add to Cart**

Description

Utilized for dry storage.

Attachment #7

ARY VacMaster VP200 Chamber Vacuum Packaging Machine with 12 1/4" Seal Bar - 120V

Build 4 reviews Item # 120VMAGVP200 WPR # VP200



Free Shipping

Only **\$499.00/Each**

Ships free with 

Protect Your Product

Warranty Duration
Select Warranty Duration

1 **Add to Cart**

Earn up to \$457 back (100 points) with 4 subsequent purchases of \$49.99 or less

View Us Report Abuse

- ✓ Cycle time is a rapid 20-50 seconds
- ✓ Easy-to-use digital control panel
- ✓ Adjustable vacuum pressure with 2 levels to accommodate more delicate foods
- ✓ Marinate feature provides great flavor within a short period of time
- ✓ 12 1/4" sealing bar - 120V

UPC Code: 054202932350

Description

Utilized for packing product for retail purposes.

Attachment #8

John Boos & Co. JNS1860 Wood Top Work Table with Galvanized Base and Adjustable Undershef - 18" x 60"

Item # 5502931860 MPN # JNS1860

Extended Lead Times *



Only **\$418.49**/Each

Ships Free with 

1

 Earn up to \$12.55 back on 100% purchase with Instant Cash Rewards™ Card

Other Available Sizes:

- 36" x 48"
- 36" x 30"
- 36" x 12"
- 36" x 64"
- 36" x 36"
- 24" x 48"
- 24" x 60"
- 24" x 72"

Description

Utilized for numerous purposes during the production process.

Attachment #9

Bankers Box 0086202 14" x 17 3/8" x 10 1/2" Heavy-Duty Plastic File Storage Bin - 2/Pack
Item # 323FEL0086202 MFR # FBI0086202



Each only
\$39.99/Pack

1

- ✓ Great for organizing and securing important documents
- ✓ Durable polypropylene construction
- ✓ Handles on edges allow for easy filing
- ✓ Locking lid allows for secure transportation
- ✓ Includes a built-in rail for organizing files

UPC Code: 60043859722074

Shipping:
Usually Ships in 1-2 Business Days



[View all Bankers Box File Storage](#)

Description

Utilized for dry storage of seasoning and other dry ingredients.

Attachment #10



Description

Building Marquee needing lighting upgrade for company logo.

Regular Session Agenda Item: 18

Meeting Date: February 7, 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: 19

Meeting Date: February 7, 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: 20

Meeting Date: February 7, 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**

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 21

Meeting Date: February 7, 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

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 22

Meeting Date: February 7, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, appointing the Presiding Judge to the City of Seagoville Municipal Court of Record; approving and authorizing the city manager to execute the related agreement for Municipal Court Judge services; and providing an effective date.

BACKGROUND OF ISSUE:

Section 1.05.002 of the Code of Ordinances of the City of Seagoville, Texas provides for the appointment of the presiding Municipal Court Judge, who shall serve at the pleasure of the Council. The City and Janice McKee, who has served as the Presiding Judge, have entered into an agreement acknowledging Judge McKee's desire to retire and mutually terminating her contract with the City for municipal court judge services effective March 1, 2022. Cass Robert Callaway desires to be appointed and to contract with the City to provide services as the Presiding Municipal Court Judge for the City.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Resolution – Appointing the Presiding Municipal Court Judge
Agreement w/Judge Cass Calloway as Presiding Municipal Court Judge

CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPOINTING THE PRESIDING JUDGE TO THE CITY OF SEAGOVILLE MUNICIPAL COURT OF RECORD; APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE RELATED AGREEMENT FOR MUNICIPAL COURT JUDGE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 1.05.002 of the Code of Ordinances of the City of Seagoville, Texas provides for the appointment of the presiding Municipal Court Judge, who shall serve at the pleasure of the Council; and

WHEREAS, the City and Janice McKee, who has served as the Presiding Judge, have entered into an agreement acknowledging Judge McKee's desire to retire and mutually terminating her contract with the City for municipal court judge services effective March 1, 2022; and

WHEREAS, the Cass Robert Callaway desires to be appointed and to contract with the City to provide services as the Presiding Municipal Court Judge for the City; and

WHEREAS, the City Council finds it to be in the public interest to appoint Cass Robert Callaway to the office of Presiding Municipal Court Judge for the Seagoville Municipal Court of Record.

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

Section 1. Cass Robert Callaway is hereby appointed to serve as the Presiding Municipal Court Judge for the Municipal Court of Record in the City of Seagoville, Texas, for a term of two years commencing on March 1, 2022.

Section 2. The City Manager is hereby authorized to executive Agreement for Municipal Court Judge Services in substantially the form of that attached hereto and incorporated herein by this reference as Exhibit "A".

Section 3. This Resolution shall be effective immediately upon its approval.

PASSED AND APPROVED this the 7th day of February 2022

APPROVED:

Dennis Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(020222vwtTM127525)

EXHIBIT "A"

[Agreement for Municipal Court Judge Services – Cass Robert Callaway]

STATE OF TEXAS

COUNT OF DALLAS

§
§
§

**AGREEMENT FOR MUNICIPAL COURT
PRESIDING JUDGE SERVICES**

This agreement ("Agreement") is made by and between the City of Seagoville, Texas ("City") and Cass Robert Callaway ("Judge") (each individually as "Party" or collectively as "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of the Judge as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, Judge desires to render judicial and magistrate services as the Presiding Judge of the Seagoville Municipal Court, in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. Term.

1.1 The Term of this Agreement shall be a two-year term commencing on March 1, 2022 and ending on March 1, 2024.

ARTICLE II. Scope of Services.

2.1 Judge shall preside over municipal court proceedings for and on behalf of the City as its Presiding Judge and conduct services as may be required from time-to-time, including but not limited to, issuing of warrants (search, blood, arrest, alias, administrative and/or capias pro fine), junk vehicle hearings, dangerous dog hearings, contempt hearings, and such administrative duties and responsibilities as are necessary and incidental to the office of Presiding Judge of the City's Municipal Court.

2.2 Judge shall maintain eligibility and the appropriate licenses as may be required under State law to serve in the capacity as the Presiding Judge of the City's Municipal Court for the Term of this Agreement. City shall compensate Judge up to one-hundred and fifty dollars \$150.00 per year in registration fees for required Texas Municipal Courts Education Center ("TMCEC") judicial trainings. Judge shall be solely responsible for all other training fees and costs, license and fees and occupation taxes, if assessed.

2.3 Judge shall perform all services in accordance with the Code of Judicial Conduct applicable to judges of courts in the State of Texas as well as the City's Charter and agrees to conduct himself in a judicial demeanor at all times in representing the City.

2.4 Judge is not precluded from performing such legal services in maintaining his private law practice of law, and nothing construed herein shall preclude him from maintaining his private legal practice. Judge is also not precluded from serving other municipalities as their municipal court judge as long as that duty does not conflict with Judge's ability *to* perform the duties and responsibilities of this Agreement.

2.5 Judge hereby agrees not to knowingly undertake any legal matter that would compromise or conflict with his duties and responsibilities as the Municipal Court Judge or otherwise knowingly undertake to represent a client on a legal matter against the City.

2.6 Judge agrees to perform the duties of a Texas magistrate (arraigning jailed individuals, providing magistrate warnings, reviewing probable cause affidavits, 16.22 mental health determinations, etc.) within twenty-four (24) hours of a call and request from the Police Department or Communications Division for such services. Judge shall also endeavor to implement policies and practices that minimize the time any jailed person is in detention at the Desoto, TX Tri-Cities Jail and *to* promote the transfer of inmates whenever practicable to other agencies and Dallas County.

2.7 Judge agrees to respond via telephone to after-hours search warrants within fifteen (15) minutes of call and request from the Police Department or Communications Division or as soon as reasonably practicable thereafter.

2.8 Judge agrees to evaluate and sign or reject other arrest warrants and affidavits when Judge is on-site performing magistrate's warnings.

2.9 Judge is also responsible for the development and maintenance of all court docket procedures, standing orders, and other directives that promote the effective administration of the court.

2.10 From time to time, Judge is also highly encouraged to attend public events - National Night Out, city festivals, city council meetings, citizens police academy, holiday events, etc.; serving as a representative of the judiciary and the Seagoville Municipal Court to the community.

ARTICLE III. Municipal Court Docket.

3.1 Judge agrees to preside over the City's Municipal Court at a minimum of twenty (20) days annually, and not to exceed twenty-four (24) days annually, as scheduled by the City.

ARTICLE IV. Compensation and Reporting.

4.1 City shall compensate Judge in the amount of twenty-two thousand, two hundred (\$22,200.00) dollars per year which shall be paid monthly in the amount of one thousand, eight hundred and fifty (\$1,850.00) dollars per month for services provided under this Agreement.

4.2 Judge agrees to prepare and submit to the City on a monthly basis an invoice for payment inclusive of a report in a form currently accepted by the City detailing the services provided under this Agreement, including the following:

a. A description of all services rendered under this Agreement, including court dockets attended, signing paperwork, reviewing court documents and all other services performed under this Agreement together with the aggregate time for each entry and date of service provided to the City. The following information is required to be included in the invoice description:

- 1) Number of days court dockets were held each month;
- 2) Number of juvenile dockets held each month;
- 3) Number of trips to the jail; and
- 4) Amount of time spent on arraignment and signing warrants or other documents.

4.3 The monthly invoice report required under Section 4.2 shall be prepared and delivered to the Court Administrator not later than the fifteenth (15th) day of the month following the month in which services were rendered. Payment will be made within thirty (30) days of the City's receipt of the invoice. Payment by direct deposit (electronic payment) is preferred. Judge shall file with the City a W9 and update it if contact information or classifications change over time.

ARTICLE V. Removal of Judge/Performance Review

5.1 Judge shall serve as Presiding Judge of the Municipal Court commencing on March 1, 2022 for a two (2) year term but may be removed for cause at any time in accordance with the provisions of this Agreement, the City Charter and state law. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Judge or to remove Judge from the position of Presiding Judge of the Municipal Court in accordance with the City Charter and state law.

5.2 Furthermore, either Party may terminate this Agreement with or without cause by giving thirty (30) days prior written notice to the other party. In the event of such termination, the Judge shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

5.3 The City Manager, at the direction of the City Council, may be designated to supervise the day-to-day administrative duties of the position; however, nothing constrained herein shall be

construed or interpreted so as to interfere with the judicial functions of the position. The City Council, or designee, may conduct an annual review of the performance of the Judge.

ARTICLE VI. Miscellaneous.

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

6.2 Assignment. Judge may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by the Judge to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of both Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

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

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Judge, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by the Judge pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, or by email to the address specified below, or to such other party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein.

If intended for City:

City of Seagoville
Attn: City Manager
702 North Hwy 175
Seagoville, Texas 75159
pstallings@seagoville.us

With a copy to:

Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
Attn: Victoria Thomas
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201
vthomas@njdhs.com

If intended for Judge:

Cass R. Callaway
P.O. Box 570722
Dallas, Texas 75357-0722
cass@lawyercass.com

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

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

6.11 Audits and Records. Judge agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Judge's records relating to the services provided pursuant to this Agreement for a period of one (1) year following the date of completion of services as determined by City or date of termination if sooner.

6.12 Conflicts of Interests. Judge represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

6.13 Effective Date This Agreement shall be effective upon the date of last signature by the Parties.

(Two Signature Pages Following)

EXECUTED this ___ day of February 2022.

City of Seagoville, Texas

Pat Stallings, City Manager

Approved as to form:

Victoria W. Thomas, City Attorney

EXECUTED this ____ day of February 2022.

Cass Robert Callaway
Municipal Court Presiding Judge