



**SEAGOVILLE, TEXAS  
CITY COUNCIL MEETING AGENDA  
MONDAY, APRIL 4, 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**

**Proclamation – Telecommunicator**

**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 March 28, 2022 (City Secretary)**

**REGULAR AGENDA-**

- 2. Discuss and consider approving a Resolution of the City of Seagoville, Texas approving the terms and conditions of the Agreement for Emergency Medical Services between the City of Seagoville, Texas and Careflite, a Texas Nonprofit Corporation; authorizing the City Manager to execute necessary documents; providing a severability clause; and providing an effective date (Fire Chief)**
- 3. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**
- 4. 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.**
- 5. 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: City Manager**
- B. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary**
- C. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Attorney**
- D. § 551.071 Consultation with City Attorney: receive legal advice related to Dallas ISD crossing guards**

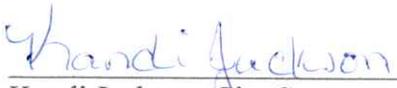
**6. Reconvene Into Regular Session**

**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: City Manager**
- B. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary**
- C. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Attorney**
- D. § 551.071 Consultation with City Attorney: receive legal advice related to Dallas ISD crossing guards**

**Adjourn**

Posted Friday, April 1, 2022 by 5:00 P.M.

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




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

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

**DATES TO REMEMBER**

- **Monday, April 18, 2022 Regular City Council Meeting**
- **Monday, May 2, 2022 Regular City Council Meeting**
- **Monday, May 16, 2022 Regular City Council Meeting**
- **Monday, June 2, 2022 Regular City Council Meeting**

# **PROCLAMATION**

## **Of the Mayor Of the City of Seagoville, Texas**

**WHEREAS**, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services;

**WHEREAS**, when an emergency occurs the prompt response of police officers, firefighters, and emergency medical personnel is critical to the protection of life and preservation of property; and

**WHEREAS**, Public Safety Telecommunicators work for the most part ‘behind the scenes’, where they support the work of the first responders, fire, police and emergency medical personnel.

**WHEREAS**, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Seagoville Communications Center; and

**WHEREAS**, Public Safety Telecommunicators are the single vital link for our police officers, firefighters, and emergency medical personnel by monitoring their activities by radio, providing them information and insuring their safety; and

**WHEREAS**, each Public Safety Telecommunicator has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

**NOW, THEREFORE, IT IS PROCLAIMED** by the Mayor and City Council of the City of Seagoville, Texas, **the week of April 10 through 16, 2022, to be National Public-Safety Telecommunications Week** in Seagoville, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

**IN WITNESS WHEREOF**, I have hereunto set my hand and cause the Seal of the City of Seagoville to be affixed on this 4th day of April, 2022.

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Mayor Dennis K. Childress

## *Consent Session Agenda Item: 1*

**Meeting Date:** April 4, 2022

**ITEM DESCRIPTION:**

Consider approving City Council Meeting minutes for March 28, 2022.

**BACKGROUND OF ISSUE:**

Approve City Council Meeting minutes for March 28, 2022.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

March 28, 2022 Regular Session Meeting Minutes



**MINUTES OF CITY COUNCIL  
REGULAR SESSION  
MARCH 28, 2022**

**The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, March 28, 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	
Harold Magill	Councilmember	
Jon Epps	Councilmember	

The following staff members were also present: City Manager Patrick Stallings, Assistant Police Chief Steve Davis, Library Director Vivian Rawlings, Community Development Director Ladis Barr, Public Works Director Chris Ryan, City Attorney Victoria Thomas, Finance Director Gail French, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

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

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

**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 March 7, 2022 and March 21, 2022 (City Secretary)**

**2. Consider approving an Ordinance of the City Council of the City of Seagoville, Texas cancelling the General Municipal Election for the City of Seagoville set for Saturday, May 7, 2022; certifying candidates unopposed on ballot for election of Councilmember Place 1 Councilmember Place 3 and Councilmember Place 5; declaring unopposed candidates elected to office; authorizing copy of Ordinance posted on election date at the polling place to be used in election; and providing an effective date (City Secretary)**

**Considerar una Ordenanza del consejo municipal de la Ciudad de Seagoville, Texas que cancela las Elecciones Municipales Generales para la Ciudad de Seagoville fijada para el sábado, 7 de Mayo 2022; certificación de candidatos sin oposición en la boleta para la elección de Concejal Lugar 1, Concejal Lugar 3, y Concejal Lugar 5; declarar a candidatos sin oposición elegidos para cargos; copia de autorización la Ordenanza publicada en la fecha de la elección en el lugar de votación para ser utilizada en la elección; y proporcionar una fecha efectiva (Secretario de la Ciudad)**

**Xem xét sắc lệnh của hội đồng thành phố, thành phố Seagoville, Texas, hủy cuộc tổng tuyển cử địa phương cho thành phố Seagoville đã định vào Thứ Bảy, ngày 7 tháng 5 năm 2022; chứng nhận các ứng cử viên không có đối thủ trên lá phiếu bầu cử ủy viên hội đồng Vị trí 1, ủy viên hội đồng Vị trí 3 và ủy viên hội đồng Vị trí 5; tuyên bố bầu ứng cử viên không có đối thủ vào chức vụ; cho phép sao chép nghị quyết được dán tại địa điểm bỏ phiếu vào ngày bầu cử để sử dụng khi bầu cử; và quy định ngày hiệu lực. (Bí Thủ TP.)**

*Motion to approve Consent Agenda as read – Hernandez, seconded by Magill, motion passed with all ayes. 4/0*

### **REGULAR AGENDA-**

**3. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to provide roadway asphalt repair on East Malloy Bridge Road for compensation in an amount not to exceed Seventy Eight Thousand Thirty One Dollars and Fifty Cents (\$78,031.50); authorizing and ratifying the City Manager’s action of executing 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 roadway asphalt repair on East Malloy Bridge Road for compensation in an amount not to exceed Seventy Eight Thousand Thirty One Dollars and Fifty Cents (\$78,031.50); authorizing and ratifying the City Manager’s action of executing any and all necessary documents; and providing an effective date – Howard, seconded by Magill; motion passed with all ayes. 4/0*

**4. 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 repair work on Bowers Road for compensation in an amount not to exceed Three**

**Hundred Thirty Thousand Six Hundred Dollars and Zero Cents (\$330,600.00); authorizing and ratifying the City Manager's action of executing 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 repair work on Bowers Road for compensation in an amount not to exceed Three Hundred Thirty Thousand Six Hundred Dollars and Zero Cents (\$330,600.00); authorizing and ratifying the City Manager's action of executing any and all necessary documents; and providing an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 4/0*

**5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an agreement with Wheco Controls, a division of Wheco Electric, Inc., for updating the water and wastewater Scada System in an amount not to exceed Ninety Six Thousand Nine Hundred Forty Dollars and Zero Cents (\$96,940.00); authorizing and ratifying the City Manager's execution of 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 approving an agreement with Wheco Controls, a division of Wheco Electric, Inc., for updating the water and wastewater Scada System in an amount not to exceed Ninety Six Thousand Nine Hundred Forty Dollars and Zero Cents (\$96,940.00); authorizing and ratifying the City Manager's execution of all necessary documents; and providing an effective date – Magill, seconded by Epps; motion passed with all ayes. 4/0*

**6. 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 Three Hundred Thousand Dollars (\$300,000) from the General Fund unrestricted fund balance to the Street Maintenance Fund for street projects that were approved by Resolution; 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)**

*Motion to approve 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 Three Hundred Thousand Dollars (\$300,000) from the General Fund unrestricted fund balance to the Street Maintenance Fund for street projects that were approved by Resolution; 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 – Hernandez, seconded by Magill; motion passed with all ayes. 4/0*

**7. 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 amending Professional Fees in the Water & Sewer Operating fund to add an additional Ninety Six Thousand Nine Hundred and Forty Dollars (\$96,940); 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)**

*Motion to approve 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 amending Professional Fees in the Water & Sewer Operating fund to add an additional Ninety Six Thousand Nine Hundred and Forty Dollars (\$96,940); 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 – Magill, seconded by Hernandez; motion passed with all ayes. 4/0*

**8. 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)**

*Motion to approve 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 – Howard, seconded by Epps; motion passed with all ayes. 4/0*

**9. 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 issuing library cards to non-residents of Seagoville (Library Director)**

*In response to a question by Councilmember Hernandez, Library Director Rawlings stated the Twenty Dollar (\$20.00) annual fee is desired because patrons are more likely to be responsible for the items they check out from the Library.*

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas amending the Master Fee Schedule to add applicable fees related to issuing library cards to non-residents of Seagoville – Epps, seconded by Howard; motion passed with all ayes. 4/0*

**10. Conduct a public hearing concerning amending the comprehensive zoning Ordinance and map of the City of Seagoville, as amended, by granting a change in zoning from R-5, Residential-5 and D, Duplex, to A, Apartment on 8.95± acres, in the City of Seagoville, Dallas County, Texas, being depicted and described by metes and bounds in exhibit “A” attached hereto and incorporated herein, and being comprised of the following three**

**Tracts: (1) approximately 3.2± acres described as tract 10 in the Herman Heider Abstract 541, commonly referred to as 1803 East Seagoville Road; (2) approximately 1.75± acres described as Tracts 18 and 19 in the Herman Heider Abstract 541, commonly referred to as 620 No Name Street; and (3) approximately 4± acres described as Tract 23 in the Herman Heider Abstract, commonly referred to as 1908 Cain Road (Community Development Director)**

*Mayor Childress opened the public hearing at 7:09 p.m.*

*No one spoke for or against.*

*Mayor Childress closed the public hearing at 7:10 p.m.*

**11. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of Seagoville, as Amended, be granting a change in zoning from R-5, Residential-5 and D, Duplex, to A, Apartment on 8.95 + acres, in the City of Seagoville, Dallas County, Texas, being depicted and described by metes and bounds in Exhibit “A” attached hereto and incorporated herein, and being comprised of the following three tracts: (1) approximately 3.2 ± acres described as Tract 10 in the Herman Heider Abstract 541, commonly referred to as 1803 East Seagoville Road; (2) approximately 1.75 ± acres described as Tracts 18 and 19 in the Herman Heider Abstract 541, commonly referred to as 620 No Name Street; and (3) approximately 4 ± acres described as Tract 23 in the Herman Heider Abstract, commonly referred to as 1908 Cain Road; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date (Community Development Director)**

*(Councilmember Epps recused himself at 7:10 p.m.)*

*Andrew Winkelmann with DFW Advisors provided a presentation concerning the zone change from Residential-5 and Duplex to Apartment.*

*Councilmember Howard asked if the Community Development Director had reviewed this item. Community Development Director Barr stated he had reviewed this item and the Planning & Zoning Commission approved this item on March 15, 2022 with a vote of 5/0.*

*Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of Seagoville, as Amended, be granting a change in zoning from R-5, Residential-5 and D, Duplex, to A, Apartment on 8.95 + acres, in the City of Seagoville, Dallas County, Texas, being depicted and described by metes and bounds in Exhibit “A” attached hereto and incorporated herein, and being comprised of the following three tracts: (1) approximately 3.2 ± acres described as Tract 10 in the Herman Heider Abstract 541, commonly referred to as 1803 East Seagoville Road; (2) approximately 1.75 ± acres described as Tracts 18 and 19 in the Herman Heider Abstract 541, commonly referred to as 620 No Name Street; and (3) approximately 4 ± acres described as Tract 23 in the Herman Heider Abstract, commonly referred to as 1908 Cain Road; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of*

*fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 3/0*

**12. Receive an update concerning the current state of single family rental regulation (City Attorney)**

*(Councilmember Epps returned at 7:19 p.m.)*

*City Attorney Thomas provided an update concerning the current state of single family rental regulations.*

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

*Councilmember Howard stated the Citizen's on Patrol Alumni Association will be having a garage sale in the parking lot of the Senior Center on Saturday, April 2, 2022 from 8:00 a.m. to 4:00 p.m.*

*Councilmember Magill stated the Chamber of Commerce Annual Civic Auction had a good turn-out.*

**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 7:41 p.m.**

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

**A. § 551.071 Consultation with City Attorney: receive legal advice related to 2737 N. Hwy 175, Seagoville**

**B. § 551.071 Consultation with City Attorney: receive legal advice to wit: Regulation of commercial truck routes within the City**

**C. § 551.071 Consultation with City Attorney: receive legal advice to wit: 301 E. Malloy Bridge Road easement**

**16. Reconvened into Regular Session at 8:06 p.m.**

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

- A. § 551.071 Consultation with City Attorney: receive legal advice related to 2737 N. Hwy 175, Seagoville**
- B. § 551.071 Consultation with City Attorney: receive legal advice to wit: Regulation of commercial truck routes within the City**
- C. § 551.071 Consultation with City Attorney: receive legal advice to wit: 301 E. Malloy Bridge Road easement**

*No action taken.*

**Adjourned at 8:06 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary

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

**Meeting Date: April 4, 2022**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City of Seagoville, Texas approving the terms and conditions of the Agreement for Emergency Medical Services between the City of Seagoville, Texas and Careflite, a Texas Nonprofit Corporation; authorizing the City Manager to execute necessary documents; providing a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The City has previously contracted with Acadian Ambulance Service for ambulance service to residents and other persons within the City of Seagoville. The City Council has elected to and has terminated service with Acadian Ambulance Service effective June 1, 2022. An agreement for provision of emergency medical services has been prepared with CareFlite under which CareFlite would commence such services on June 1, 2022, said agreement being attached hereto as Exhibit "A".

### **FINANCIAL IMPACT:**

Annual subsidy \$170,000.00 year one, \$178,500.00 year two, \$187,425.00 year three.

### **RECOMMENDATION:**

Staff recommends approval of the CareFlite Agreement.

### **EXHIBITS:**

Resolution – approving Agreement with CareFlite  
Exhibit “A” – Agreement w/CareFlite

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT FOR EMERGENCY MEDICAL SERVICES BETWEEN THE CITY OF SEAGOVILLE, TEXAS AND CAREFLITE, A TEXAS NONPROFIT CORPORATION; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City has previously contracted with Acadian Ambulance Service for ambulance service to residents and other persons within the City of Seagoville; and

**WHEREAS**, the City Council has elected to and has terminated service with Acadian Ambulance Service effective June 1, 2022; and

**WHEREAS**, an agreement for provision of emergency medical services has been prepared with CareFlite under which CareFlite would commence such services on June 1, 2022, said agreement being attached hereto as Exhibit "A"; and

**WHEREAS**, it is the desire of the City Council to approve the agreement with CareFlite;

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

**SECTION 1.** The City Council has reviewed and approves the terms and conditions of the "Agreement for Emergency Medical Services between the City of Seagoville, Texas and CareFlite," (the "Agreement") which is attached hereto as Exhibit "A" and made part hereof for all purposes.

**SECTION 2.** The City Manager of the City of Seagoville is hereby authorized and directed to execute the Agreement for provision of mobile intensive care ambulance service approved and is further authorized to execute any related and necessary documents to effect such services.

**SECTION 3.** All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

**SECTION 4.** Should any sentence, paragraph, subdivision, clause, phrase or section of this resolution or the approved agreement be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this resolution as a whole, or any part or provision thereof, or of the agreement, other than the part declared to be unconstitutional, illegal or invalid.

**SECTION 5.** That this resolution shall take effect immediately upon its passage.

**DULY PASSED BY THE** City Council of the City of Seagoville, Texas, on the 4<sup>th</sup> day of April, 2022.

APPROVED:

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Dennis K. Childress, Mayor

ATTEST:

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Kandi Jackson, City Secretary

APPROVED AS TO FORM:

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Victoria W. Thomas, City Attorney  
(031722vwtTM128478)

**Exhibit “A”**  
**[Agreement with CareFlite]**

## **Agreement for Emergency Medical Services between the City of Seagoville, Texas and CareFlite**

This agreement for provision of Emergency Medical Services (the "Agreement") is made and entered into effective the \_\_\_\_\_, day of \_\_\_\_\_, by and between the City of Seagoville, a Texas Home Rule municipality ("City") and CareFlite, a Texas nonprofit corporation, licensed to do business in the State of Texas ("CareFlite"). City and CareFlite may each at times be referred to as a "Party" and collectively, as the "Parties" in this Agreement.

### **RECITALS:**

**WHEREAS**, the City of Seagoville desires to provide a clinically advanced and operationally effective emergency medical service to its residents and visitors within the City Limits and ETJ; and

**WHEREAS**, along with the City's Fire Department EMS and Paramedic personnel, CareFlite desires to deliver this service as the sole licensed third-party EMS provider permitted to operate in the City;

**NOW, THEREFORE**, in consideration of the above stated premises and in further consideration of the promises and conditions hereinafter set forth, City grants CareFlite the right to provide mobile intensive care unit, advanced, intermediate, and basic life support emergency medical service (hereinafter, "emergency medical service") to residents and other persons within the confines of the City, its ETJ, and within the areas for which the city bears primary first response responsibility pursuant to contract with any other political subdivision, and CareFlite agrees to perform such services, on the following terms and conditions;

### **A. DEFINITIONS**

The following definitions shall apply throughout this Agreement:

1. **MICU** shall mean Mobile Intensive Care Unit as that term is defined in the Texas Emergency Medical Service Act.
2. **ALS** shall mean Advanced Life Support, emergency pre-hospital care that utilizes invasive medical acts and that is provided under the medical supervision and control of a licensed physician.
3. **BLS** shall mean Basic Life Support, emergency pre-hospital care that uses non-invasive medical actions and that is provided under the medical supervision and control of a licensed physician.

4. **Emergency Medical Service Advisory Board** shall mean a five (5) member body that may be appointed by the City Council and who may be empowered to review

and settle disputes between citizens and CareFlite and to recommend to the City Manager all designated aspects of system performance which may affect patient care.

5. **Response Time** shall mean the total elapsed time between the moment CareFlite's Communications Center personnel have acquired a callback number, patient location, and nature of problem information (i.e. time call received), and the moment the responding unit (defined as an MICU, ALS ambulance, ALS supervisor vehicle, or any Seagoville Fire Department apparatus staffed with a CareFlite Paramedic) arrives on the scene of the emergency incident (i.e. time unit arrived).

## **B. PURPOSE**

The purpose of the agreement is to provide emergency medical services to the residents and persons within the confines of the City of Seagoville, its ETJ, and within the areas for which the city bears primary first response responsibility pursuant to contract with any other political subdivision in a manner and time frame consistent with the expectations and standards of the Texas Department of State Health Services-EMS Trauma Systems and to procure such services from a qualified professional emergency medical services company with extensive experience in the provision of emergency medical services to small cities.

## **C. TERM**

This Agreement shall be for a three-term commencing on June 1, 2022 at 12:01 am, and shall continue through June 1, 2025 at 12:00 am. The Agreement shall automatically renew for two (2) additional one-year terms unless the City provides written notice to CareFlite of non-renewal at least sixty (60) days in advance of the expiration of the then-current term.

## **D. SCOPE OF SERVICES**

1. CareFlite agrees, during the term of this Agreement to provide emergency medical service (EMS) to all areas within the corporate limits of the City, its ETJ, and within the areas for which the City bears primary, first response responsibility pursuant to contract with any other political subdivision.

2. **Exclusive Rights.** The rights granted under this Agreement to provide third-party emergency medical services, emergency ambulance transport, non-emergency ambulance transport, and air medical transport shall be exclusive to CareFlite. This provision is an essential consideration without which CareFlite would not enter the Agreement. CareFlite acknowledges and agrees, however, that the City shall be allowed to staff its Fire Department apparatus with emergency

medical technicians and/or paramedics that are employees of the City and such shall not constitute a breach of the exclusive rights granted herein.

3. The emergency medical service to be provided by CareFlite shall include all responsibilities outlined in this Agreement, specifically including with limitation Mobile Intensive Care Units (MICU) which carry drugs, cardiac monitoring, defibrillator capabilities, as well as all other equipment or supplies or personnel required by Texas law to provide ALS service. CareFlite always agrees that, its personnel who staff such ambulances will be fully trained paramedics and/or emergency medical technicians who are certified or licensed under state law to operate an MICU Ambulance.

4. City agrees to transfer all E-911 calls for emergency ambulance service within the areas covered by this Agreement to CareFlite through the CareFlite Communications Center or a secondary public safety answering point (PSAP) during the term of this Agreement or any renewal thereof.

5. This Agreement is based on the promise that CareFlite has, and will throughout the term of the Agreement and any renewal period, maintain its own Medical Control Program under the direction of its Medical Director(s), to provide online and offline medical control services and communications capability with a licensed physician for stabilization of patients at the scene of emergencies to meet the minimum standards for MICU as required by applicable law.

6. CareFlite agrees to abide by the applicable rules of the Texas Department of State Health Services-EMS Trauma Systems regarding medical direction/supervision of pre-hospital care and MICU vehicle requirements when rendering emergency medical service under the provisions of the Agreement.

7. CareFlite agrees to provide Medical Control/Direction to all City of Seagoville First Responders and to provide one-for-one resupply of disposable medical supplies used by City's First Responders.

8. CareFlite agrees to provide emergency medical services continuing education training to all City of Seagoville First Responders. The continuing education training will be provided monthly and may be delivered by any of the following methods: live, live remote streaming, recorded, or electronically.

#### 9. City Employee Membership Program

a. CareFlite has an EMS membership program approved by the State of Texas. This program protects citizens, including all City employees, against certain costs of ground and air ambulance transports performed by CareFlite. City agrees that it will purchase a membership for each City

employee at the price of \$15.00 per employee, per year. Each membership covers the entire household of said employee, except for any person in the household who is now or later becomes a recipient of Medicaid. City agrees to provide CareFlite an application form completed by each City employee. CareFlite agrees to provide the City with a form for this purpose. The parties agree that any employee leaving City's employment during the plan year shall retain their CareFlite Ambulance Membership for the duration of that plan year (as required by state law). New employees hired or officials elected during any plan year shall be included in this program for the balance of the plan year provided a completed application and payment is received within 30 days of the start of employment. City employees do not need to reside within the City to be eligible for this benefit. The City will fully cooperate with CareFlite during the term(s) of this Agreement in providing and executing documents if required by the State of Texas in connection with CareFlite's membership program. CareFlite agrees to comply with all appropriate federal and state regulations applying to EMS membership programs.

**10. Voluntary Opt-Out Membership Program on City's water system:**

a. CareFlite agrees to provide an optional enrollment in its membership program for every household, covering all household members except for Medicaid recipients, served by the City's utility system. This optional membership shall be at a cost to the utility customers of one-dollar (\$1.00) per month per household. The membership shall apply to all emergency transports on a CareFlite operated ambulance wherever available, whether that vehicle be a ground ambulance or an air ambulance ("Ambulance Services"). The program shall be CareFlite's standard, state approved Membership Program (which includes all members of the household except those excluded by law) and includes benefits provided at no additional cost by certain other air transport entities within Texas. The price of this program shall not change during the initial term of this agreement. CareFlite shall have the right but not the obligation to raise the cost of each membership by a maximum of \$1.00 per month at the start the first renewal term of this agreement.

b. The City agrees, beginning with the bill sent covering service in the month starting June 14<sup>th</sup>, 2022 to add an optional one-dollar (\$1.00) fee to all of its utility bills for single family residences. For multi-family residences, the fee shall be \$1 per residential unit. This one-dollar (\$1.00) fee shall be completely optional with each customer retaining the right to opt-out of the membership program and the one-dollar fee. To opt out, a utility customer must complete the opt-out form and submit it to the City Secretary. CareFlite shall provide City with the opt-out form. If a customer chooses to opt-out of the membership program, said opt-out shall take effect on the first day of the following month except that any customer who completes and submits an opt out form on or before the effective date of this agreement shall not participate in the program when it takes effect. City shall provide CareFlite a list of those households or multifamily complexes that paid the voluntary fee in the prior month. CareFlite's use of the list is restricted to implementation and administration of this agreement. The list may not be provided to any other organization under any conditions. Payment to CareFlite shall not be rendered until the City has

completed its normal billing cycle and confirmed its receipt of funds from its customers. Customers not paying the fee as reflected in the City's payment of the funds to CareFlite shall not have a membership and not be entitled to the benefits thereof.

c. CareFlite shall provide a notice to be mailed to all residential utility customers on or before thirty days prior to June 1, 2022, notifying utility customers of the program, its effective date and the method for opting out for those who desire to do so. City shall provide CareFlite the mailing list of all residential utility accounts no later than sixty (60) days prior to June 1, 2022 so that CareFlite may print labels and mail the notice at its own cost on or before the thirty-day deadline.

d. Any households within the city, its ETJ, and within other areas for which the City bears primary, first response responsibility pursuant to contract with any other political subdivision not receiving utilities from the City (if any), shall have the option to join this program at the same annual rate utilizing a separate application form provided to City by CareFlite.

11. CareFlite agrees to house one unit dedicated to the City of Seagoville, a 24/7, 911 coverage unit at Fire Station 1. CareFlite agrees to provide backup response units from CareFlite’s Balch Springs, Kaufman County, or any other coverage zone.

**E. SUBSIDY**

1. The parties agree that CareFlite’s operations as hereunder contemplated could not be conducted without significant dollar loss to CareFlite but for a subsidy paid to CareFlite by the City.

a. The City agrees to provide CareFlite an annual subsidy of \$170,000.00 for the first year of this Agreement. Said subsidy shall be paid in monthly installments of \$14,166.66 payable on the first (1<sup>st</sup>) day of the calendar month without offset or invoice by CareFlite except for any late response penalties under Section F.2.i. The first such installment is payable on June 1, 2022.

b. The annual subsidy for the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) years of the initial term, and any subsequent renewal terms, will increase annually by five percent (5%) cumulatively and the subsidy will be paid in monthly installments payable on the first (1<sup>st</sup>) day of each calendar month without invoice.

<b>Year</b>	<b>Annual Subsidy</b>	<b>Monthly Payment</b>
1	\$170,000.00	\$14,166.66
2	\$178,500.00	\$14,875.00
3	\$187,425.00	\$15,618.75

c. During the initial term and any subsequent renewal terms, should the CPI (Consumer Price Index) inflation rate, exceed seven percent (7%), the subsidy will be increased to match the

current inflation rate *e.g.*, an inflation increase of eight percent (8%) would result in an eight percent (8%) increase in the subsidy, whereas an inflation increase of six point five percent (6.5%) would result in the base five percent (5%) increase in the subsidy. The data used will be solely sourced from the U.S. Bureau of Labor Statistics – Consumer Price Index, Dallas-Fort Worth-Arlington area CPI-U at [https://www.bls.gov/regions/southwest/tx\\_dallas\\_msa.htm#eag](https://www.bls.gov/regions/southwest/tx_dallas_msa.htm#eag).

2. If this Agreement is terminated in accordance with its terms on other than the anniversary date of the Agreement, the requirement to pay the balance of the annual subsidy shall likewise terminate, and the City shall be responsible to pay for only the pro-rata portion thereof for the period which CareFlite performed its duties hereunder. Further, CareFlite shall refund the City any prorated overpayment.

## **F. CONDITIONS OF SERVICE**

1. CareFlite agrees to abide by all the requirements and standards of the Emergency Medical Services act, Vernon's Texas Civil Statutes, as amended, insofar as the same is applicable to MICU and ALS ambulance service to be provided by CareFlite to the City under the provisions of this Agreement.

2. Additionally, CareFlite agrees to:

a. Be responsible for all hiring of employees, dispatching, billing and collections.

b. Save, indemnify, and hold harmless the City, its officers, elected officials, agents, and employees (collectively for purposes of this section) from any claim, suit, damage, judgment, or attorneys' fees arising out of or in any way related to any claim by third parties against CareFlite or its employees which arises out of CareFlite's provision of the emergency medical services outlined in this agreement.

c. Cooperate with and respond to the Emergency Service Advisory Board and the City Manager on matters related to emergency medical services and patient care.

d. Provide monthly run statements to the City, which statements shall include the following information: type of run, priority, response time, and disposition of patients if requested

e. Bill for emergency medical services provided under this Agreement and keep any revenues from such billings, provided that all charges and fees assessed for emergency medical services rendered within the City are the same as CareFlite's charges and fees that CareFlite assesses for those same services in any other areas. The parties agree that charges and fees for emergency

medical services and may be adjusted by CareFlite in the regular course of business. Patients refusing treatment and/or transport may be billed according to CareFlite's standard procedure.

f. Dispatch an ambulance to the scene of confirmed structure fires to remain on the scene and dedicated at the request of the on-duty officer in charge of the scene. The officer will release the ambulance when the emergency no longer exists.

g. Provide an annual financial statement to the City upon request.

h. Monthly Response Time Standards. On no less than 90% of all presumptively defined "Priority 1" (life threatening emergency requests), as determined by the dispatcher in accordance with approved IAED (International Academy of Emergency Dispatch) protocols, originating within the primary area of responsibility set out herein, CareFlite shall produce an ambulance (or an ALS supervisor vehicle, or any Seagoville Fire Department apparatus staffed with a CareFlite Paramedic) Response Time of 8 minutes and 59 seconds or less from dispatch time to arrival at the scene. In "Priority 2" (non-life-threatening emergency requests), CareFlite shall provide a Response Time of not more than 10 minutes 59 seconds from dispatch time to arrival at the scene.

i. Late response penalties will be assessed for late "Priority 1" calls in excess of performance guidelines. If CareFlite fails to meet or exceed the 90% mark on Priority 1 calls, for any month, the City of Seagoville will assess a \$15.00 per minute, per call, late time penalty for each late "Priority 1" call in excess of the 10% tolerance. No late fees will be assessed against the 10% tolerance in any event. If CareFlite meets or exceeds the 90% mark, the calls in the 10% and below mark shall not be subject to a late penalty. All late time penalties will be withheld by the City from the next month's subsidy payment.

j. Response Time Exemptions and Failures.

(1) The Parties understand that isolated instances may occur in which Provider does not meet the stated performance specifications. However, a chronic failure to comply with the response time standards would constitute a major default under this Agreement. Chronic failure is defined as the failure of CareFlite to meet any monthly response time standard (as defined in this Agreement), three out of five consecutive calendar month periods.

(2) CareFlite must maintain mechanisms for reserve response capacity to increase response capability if temporary system overload persists. However, it is understood that from time to time unusual factors beyond CareFlite's reasonable control may affect the achievement of specified response time standards. These unusual factors are limited to unusually severe weather conditions or declared disasters as noted below.

(3) Equipment failure, normal traffic congestion, ambulance failure, dispatch error, or other causes reasonably under CareFlite's control will not be grounds for granting an exception to compliance with the response time standards. No other causes of late responses may serve to justify exemption from response time requirements unless specifically authorized by City or as provided below.

(4) Exemptions will be as follows:

(i) Requests occurring during a period of unusually severe weather conditions when response time compliance is either impossible or could be achieved only at a greater risk to EMS personnel and the public than would result from a delayed response.

(ii) Requests during a declared disaster confirmed by City locally or in a neighboring jurisdiction, in which Provider is rendering assistance. During such periods, CareFlite must use its best efforts to maintain primary coverage, while simultaneously providing disaster assistance as needed.

(iii) If the patient refuses transport after the arrival of an ambulance, then the response shall be deemed to have met the response time requirements of this Agreement as provided in Section I and J, even if the actual time exceeded the requirements in Sections I and J.

(iv) Late runs because of inaccurate or incomplete information obtained by a 911 control center during telephone interrogation of a caller or an error in conveying such information to CareFlite's Communications Center either orally or by way of data transmission. This exemption does not apply to any call in which the caller is interrogated directly by CareFlite's Communications Center except when the caller is using a cellular phone, is unsure of his/her location, or GPS data cannot be obtained for the phone.

(v) In cases where multiple paramedic units including ground and air are dispatched to a single incident, the first arriving unit shall "stop the clock" and response times for subsequently arriving units shall be excluded from response time statistics.

(vi) During periods of unusual system overload, which shall mean that at least two or more emergency responses are occurring simultaneously within the City's service area, any additional emergency service requests that exceed the response time requirements shall not be included in response time calculations.

(vii) Vehicle crashes not caused by CareFlite's personnel, and impacting response time, shall serve to justify an exemption from the response time requirements of this Agreement.

(viii) Subject to finding by CareFlite's Medical Director that the clinical quality of care provided by a proposed MICU staffed Mutual Aid Provider, helicopter ambulance service, or a fully

equipped ALS First Response Vehicle operated by CareFlite, or any Seagoville Fire Department apparatus staffed with a CareFlite paramedic is deemed substantially equivalent to the quality of care required under this Agreement, such paramedic units responding at CareFlite's direction to locations within City will be deemed to "stop the clock" for response time calculations.

(ix) If a presumptive run code classification is upgraded to a higher priority while the ambulance is enroute (as a result of information provided by a physician, first responder or law enforcement officer at the scene), the applicable run code designation will be the upgrade priority, and response time will be measured from the moment of upgrade. If a presumptive run code classification is downgraded to a lower priority while the ambulance is enroute (as a result of information provided by a physician, first responder or law enforcement officer at the scene), the applicable run code designation will be the downgraded priority and response time will be measured from the original dispatch time.

k. Utilizing the following Priority Levels:

“Priority 1”- Life-Threatening Emergencies. Patients experiencing life-threatening or potentially life-threatening emergencies (as defined by IAED (International Academy of Emergency Dispatch) patient-assessment protocols approved by the Medical Director).

“Priority 2 ”- Non-Life-Threatening Emergencies. Patients experiencing non-life-threatening or potentially life-threatening emergencies (as defined by IAED (International Academy of Emergency Dispatch) patient-assessment protocols approved by the Medical Director).

“Priority 3 ”- Non-emergency transports or transfers.

l. Notify the Police Department of the City immediately upon observance of any unusual circumstances in conducting an ambulance run either emergency or non-emergency.

m. Receive and respond accordingly to the City dispatchers directly from the emergency number system or to citizens referred by the City directly in the manner required by this Agreement.

n. Keep in force and maintain throughout the duration of this Agreement policies of insurance to protect CareFlite and the City by insurance carriers licensed to transact business in Texas, in the following forms: 1) comprehensive/commercial general liability in an amount of not less than One Million Dollars per occurrence, 2) automobile liability insurance in the amount of not less than Five Hundred Thousand Dollars combined single limit per occurrence , and 3) workers compensation insurance at the statutory limits. CareFlite shall furnish the City upon request with certificates of insurance establishing the existence of such policies and shall not change or amend such policies without 30 day written notice to the City, and such policies of insurance and certificates shall reflect such 30- day notice requirements on the face thereof.

6. CareFlite shall not accept or offer gifts or anything of value that exceeds twenty-five dollars (\$25.00), nor enter into any business arrangement, with any employee, elected or appointed official, officer, or agent of the City during the term of this Agreement.

7. All information disclosed by CareFlite for the purpose of this Agreement or the services to be performed hereunder, to the extent such information is proprietary and its dissemination would give unfair advantage to competitors, shall be held as confidential to the extent permitted by law, including without limitation the Texas Public Information act. CareFlite shall mark all information provided to City that CareFlite considers proprietary or otherwise confidential as "Confidential."

8. The Parties shall have the right to enforce performance of this Agreement in any manner prescribed by law and the prevailing Party, as determined by the court, shall be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees and court costs.

9. All notices to be given under this Agreement shall be delivered by certified mail, returned receipt requested, by trackable courier (such as Federal Express), or by hand-delivery to:

CareFlite  
Attn: James C. Swartz, President/CEO  
3110 S. Great Southwest Pkwy.  
Grand Prairie, Texas 75052  
Email: [jswartz@careflite.org](mailto:jswartz@careflite.org)

City of Seagoville  
Attn: Patrick Stallings, City Manager  
702 N. Hwy 175  
Seagoville, Texas 75159

10. **Force Majeure.** The performance by CareFlite shall be excused in the event and during an event of Force Majeure. For purposes of this Agreement an Event of Force Majeure shall be defined as an event such that performance is rendered unsafe or impossible by the following: acts of God; acts of war, riot, accident, flood or sabotage; unavailability of adequate fuel, labor, power or materials; judicial or governmental laws, regulations, requirements, orders or actions prohibiting performance; injunctions or restraining orders which are ultimately determined to have been wrongfully granted.

11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12. **Access to Records.** As an independent contract, CareFlite shall, in accordance with 42 U.S.C. § 1395 x(v)(1)(I) [Social Security Act § 1861 (v)(1)(I)] and 42 C.F.R., Part 420, Subpart D, § 420.300, et. Seq., until the expiration of four (4) years after the furnishing of Medicare

reimbursable Services pursuant to this Agreement , upon proper written request, allow the Comptroller General of the United States, the Department of Health and Human Services, and their duly authorized representatives access to this Agreement and the CareFlite's books, documents and records (as such terms are defined in 42 C.F.R. §420.301) necessary to verify the nature and extent of costs of Medicare reimbursable Services provided under this Agreement. In accordance with such laws and regulations, if Medicare or Medicaid reimbursable services provided by CareFlite under this Agreement are carried out by the means of subcontract with an organization related to CareFlite, and such related organization provides the services at a value or cost of \$10,000 or more over a twelve (12) month period, then the subcontract between CareFlite and the related organization shall contain a clause comparable to the clause specified in the preceding sentence. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by CareFlite or City by virtue of this Agreement.

**13. No waiver of sovereign immunity.** The City reserves the right to claim all immunities granted to the state and its political subdivisions by the Constitution, common law and the legislature.

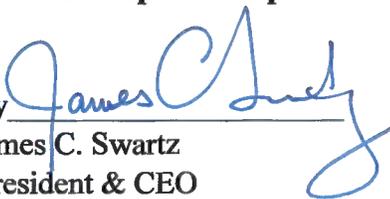
**14. Independent Contractors.** This Agreement may not be interpreted or construed to create an employment relationship, association, joint venture, joint enterprise, or partnership between the parties or to propose any partnership obligation or liability upon either Party. Neither Party has any right, power, or authority to enter any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party. The Parties to this Agreement are, and shall be considered for all purposes, independent contractors.

**IN WITNESS WHEREOF**, the parties have set their hands the day and year first above written.

City of Seagoville

By \_\_\_\_\_  
Patrick Stallings  
City Manager

CareFlite  
a Texas nonprofit corporation

By   
James C. Swartz  
President & CEO

## ***Regular Session Agenda Item: 3***

**Meeting Date: April 4, 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: 4*

**Meeting Date:** April 4, 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: 5*

**Meeting Date:** April 4, 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: City Manager**

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

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

**D. § 551.071 Consultation with City Attorney: receive legal advice related to Dallas ISD crossing guards**

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

## ***Executive Session Agenda Item: 6***

**Meeting Date: April 4, 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: City Manager**

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

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

**D. § 551.071 Consultation with City Attorney: receive legal advice related to Dallas ISD crossing guards**

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A