



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, JUNE 27, 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 June 6, 2022, and June 13, 2022 (City Secretary)**

REGULAR AGENDA-

- 2. Discuss and consider appointments concerning the Charter Review Committee (City Secretary)**
- 3. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the City Manager to execute Amendment No. 1 to Memorandum of Understanding/Interlocal Agreement with Dallas County to participate in Urban Counties' Techshare.Juvenile Program for the purpose of sharing criminal justice information; providing a repealing clause; providing a savings clause; and providing an effective date (Police Support Services)**
- 4. Discuss and consider approving an Ordinance of the City of Seagoville Texas, providing for the appointment of Scott Kurth as Presiding Judge of the Municipal Court; providing a severability clause; and providing for an effective date (City Attorney)**
- 5. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving and authorizing the City Manager to sign a Professional Services Agreement with the firm of Brookswatson & Co., P.L.L.C, a Texas Limited Liability Company, for provision of annual external audit services commencing with the fiscal year ending September 30, 2022, and concluding with the fiscal year ending September 30, 2024; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date (Finance Director)**
- 6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing acquisition of a 0.0394 acre water main and wastewater easement out of a Tract of land commonly known as 303 East Malloy Bridge Road in the City of Seagoville, Dallas County, Texas and said easement being more particularly described and depicted in Exhibit "A" attached hereto from Stephanie Noemy Solis and Community National Title for the purchase price of \$2,317.00; authorizing the City Manager to purchase the easement and authorizing the City Manager or the Mayor to sign all necessary acquisition documents; providing for the furnishing of certified copies of this resolution and for recording of the easement in the real property records of Dallas County, Texas, as a deed; and providing an effective date (City Attorney)**
- 7. 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 11.06 "Short-Term Rentals Licensing"; 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 (City Attorney)**

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 Short-Term Rental Licensing and Inspection; providing a savings clause, providing a severability clause; and providing an effective date (City Attorney)

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

10. 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.

Adjourn

Posted Friday, June 24, 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, July 11, 2022, Regular City Council Meeting**
- **Monday, July 18, 2022, Regular City Council Meeting**
- **Monday, July 25, 2022, Budget Workshop**
- **Monday, August 1, 2022, Regular City Council Meeting**
- **Monday, August 15, 2022, Regular City Council Meeting**

Consent Session Agenda Item: 1

Meeting Date: June 27, 2022

ITEM DESCRIPTION:

Consider approving City Council Meeting Minutes for June 6, 2022, and June 13, 2022.

BACKGROUND OF ISSUE:

Approve City Council Meeting Minutes for June 6, 2022, and June 13, 2022.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

June 6, 2022, Work Session Meeting Minutes
June 6, 2022, Regular Session Meeting Minutes
June 13, 2022, Special Called Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
JUNE 6, 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, June 6, 2022, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Public Works 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 May 16, 2022 (City Secretary)**

No questions.

- 2. Discuss and consider approving a Resolution of the City of Seagoville suspending the June 17, 2022, effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel for the Steering Committee (Director of Administrative Services)**

Director of Administrative Service Brown stated this Resolution suspends the June 17, 2022, effective date of Oncor Electric Delivery Company's requested

rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel for the Steering Committee.

3. Discuss and consider appointments concerning the Charter Review Committee (City Secretary)

City Secretary Jackson stated Staff advertised for applicants to the Charter Review Committee as directed by Council and Mayor and Council are allowed to appoint two (2) members each. She stated applications have been received from Tommy Lemond, Cheri Childress, Philip Pelayo, Faith Hernandez, Barbara Sherman, and Nancy Ashley.

5. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of water line parts for the Ard Road to Robinwood Drive Water Line Project from Apsco Supply for compensation not to exceed Seventy Six Thousand Seven Hundred Thirty Five Dollars and Eighty Three Cents (\$76,735.83) and authorizing the City Manager to execute any documents necessary for said purchase; and providing an effective date (Public Works Director)

Public Works Director Ryan stated this Resolution authorizes the purchase of water line parts for the Ard Road to Robinwood Drive Water Line Project from Apsco Supply for compensation not to exceed Seventy Six Thousand Seven Hundred Thirty Five Dollars and Eighty Three Cents (\$76,735.83). He also stated the price of the parts will only increase if they are not purchased at this time.

6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving an agreement for additional Professional Engineering Services on a Task Order basis for On-Call Consultation Services related to Water and Wastewater Engineering Services as set forth in Exhibit "1" attached thereto, in an amount not to exceed Forty-Nine Thousand Dollars (\$49,000.00); 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 an agreement for additional Professional Engineering Services on a Task Order basis for On-Call Consultation Services related to Water and Wastewater Engineering Services as set forth in Exhibit "1" attached thereto, in an amount not to exceed Forty-Nine Thousand Dollars. He also stated this should see us through the rest of the year.

7. **Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving a first amendment to Work Order No. 2 with Garver, LLC., to provide for total compensation for Development Plan Review in an amount not to exceed Ninety Thousand Dollars (\$90,000.00); authorizing the City Manager to execute said amendment; providing for a repealing clause; providing for a severability clause; and providing an effective date (Community Development Director)**

Community Development Director Barr stated this Resolution approves a first amendment to Work Order No. 2 with Garver, LLC., to provide for total compensation for Development Plan Review in an amount not to exceed Ninety Thousand Dollars.

- B. **Receive Storm Water Permit Presentation (Tim Lackey, Halff Assoc. Inc.)
Adjourned**

Tim Lackey with Halff Assoc. Inc., presented the Storm Water Permit.

Adjourned at 6:59 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
JUNE 6, 2022**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:07 p.m. on Monday, June 6, 2022, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

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

Invocation – *Invocation was led by Councilmember Magill.*

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

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 May 16, 2022 (City Secretary)

2. Discuss and consider approving a Resolution of the City of Seagoville suspending the June 17, 2022, effective date of Oncor Electric Delivery Company’s requested rate change to permit the City time to study the request and to establish reasonable rates; approving

cooperation with the Steering Committee of Cities served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel for the Steering Committee (Director of Administrative Services)

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

REGULAR AGENDA-

3. Discuss and consider appointments concerning the Charter Review Committee (City Secretary)

*City Secretary Jackson stated applicants are as follows:
Mayor Childress – Tommy Lemond and Cheri Childress.
Mayor Pro Tem Magill – Ritha Edwards.
Councilmember Hernandez – Philip Pelayo.
Councilmember Howard – None at this time.
Councilmember Fruin – Martin Ashley and Nancy Ashley.
Councilmember Epps – Faith Hernandez and Barbara Sherman*

Motion to accept the slate as read by City Secretary Jackson – Hernandez, seconded by Howard; motion passed with all ayes. 5/0

4. Conduct interviews with Boards & Commissions Applicants for appointments and reappointments (City Secretary)

City Secretary Jackson stated applications for reappointments as follows:

*Planning & Zoning Commission – David Grimes and Debra Haney.
Board of Adjustments – Robert Boyett and Lorin Mullens.
Animal Shelter Oversight Committee – Karen Williams, Bettye Baker, and Stephanie Boyett.
Library Board – Reba Groblebe and Judy Whitehead.
Keep Seagoville Beautiful Commission – Diane Marshall and Kara Dodson.
Seagoville Economic Development Corporation – Stepper Sebastian and Martin Ashley.*

Motion to approve reappointments as read by City Secretary Jackson and to appoint William Underwood as Board of Adjustments Alternate #1, Rosia Cornish Keep Seagoville Beautiful Commission Place 1, and Sonja Foster Keep Seagoville Beautiful Commission Place 2 – Hernandez, seconded by Epps; motion passed with all ayes. 5/0

5. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of water line parts for the Ard Road to Robinwood Drive Water Line Project from Apsco Supply for compensation not to exceed Seventy Six Thousand Seven Hundred Thirty Five Dollars and Eighty Three Cents (\$76,735.83) and authorizing

the City Manager to execute any documents necessary for said purchase; and providing an effective date (Public Works Director)

Motion to approve a Resolution of the City of Seagoville, Texas authorizing the purchase of water line parts for the Ard Road to Robinwood Drive Water Line Project from Apsco Supply for compensation not to exceed Seventy Six Thousand Seven Hundred Thirty Five Dollars and Eighty Three Cents (\$76,735.83) and authorizing the City Manager to execute any documents necessary for said purchase; and providing an effective date – Howard, seconded by Hernandez; motion passed with all ayes. 5/0

6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving an agreement for additional Professional Engineering Services on a Task Order basis for On-Call Consultation Services related to Water and Wastewater Engineering Services as set forth in Exhibit "1" attached thereto, in an amount not to exceed Forty-Nine Thousand Dollars (\$49,000.00); 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 an agreement for additional Professional Engineering Services on a Task Order basis for On-Call Consultation Services related to Water and Wastewater Engineering Services as set forth in Exhibit "1" attached thereto, in an amount not to exceed Forty Nine Thousand Dollars (\$49,000.00); 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. 5/0

7. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving a first amendment to Work Order No. 2 with Garver, LLC., to provide for total compensation for Development Plan Review in an amount not to exceed Ninety Thousand Dollars (\$90,000.00); authorizing the City Manager to execute said amendment; providing for a repealing clause; providing for a severability clause; and providing an effective date (Community Development Director)

Motion to approve a Resolution of the City of Seagoville, Texas approving a first amendment to Work Order No. 2 with Garver, LLC., to provide for total compensation for Development Plan Review in an amount not to exceed Ninety Thousand Dollars (\$90,000.00); authorizing the City Manager to execute said amendment; providing for a repealing clause; providing for a severability clause; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 5/0

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

None.

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

None.

10. Recessed into Executive Session at 7:15 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 the regulation of short term rental properties**
- B. § 551.071. Consultation with City Attorney: receive legal advice related to Municipal Court**

11. Reconvened Into Regular Session at 8:13 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 the regulation of short term rental properties**

No action taken.

- B. § 551.071. Consultation with City Attorney: receive legal advice related to Municipal Court**

Motion to accept the June 6, 2022 resignation of Cass Callaway as Presiding Municipal Court Judge, effective June 15, 2022 – Magill, seconded by Fruin; motion passed with all ayes. 5/0

Adjourned at 8:14 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
SPECIAL CALLED REGULAR SESSION
JUNE 13, 2022**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 1:00 p.m. on Monday, June 13, 2022, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: Attorney Victoria Thomas, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

Invocation – *Invocation was led by Councilmember Magill.*

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

Mayor's Report – *None.*

- 1. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents (\$0.05) per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation; and requiring delivery of this Resolution and approved assessment fee to legal counsel for the steering committee (Director of Administrative Services)**

Motion to approve a Resolution of the City of Seagoville, Texas, authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents (\$0.05) per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation; and requiring delivery of this Resolution and approved assessment fee to legal counsel for the steering committee – Fruin, seconded by Magill; motion passed with all ayes. 5/0

2. Recessed into Executive Session at 1:02 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 Municipal Court Judge

3. Reconvened Into Regular Session at 2:36 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 Municipal Court Judge

Motion to appoint Scott Kurth as Presiding Municipal Court Judge for \$25,000.00 per month and the City Attorney to prepare all necessary documents for employment and authorize the City Manager to execute said documents – Hernandez, seconded by Magill; motion passed. (For: Hernandez, Howard, and Magill; Against: Fruin, Epps)

Adjourned at 2:37 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Regular Session Agenda Item: 2

Meeting Date: June 27, 2022

ITEM DESCRIPTION:

Discuss and consider appointments concerning the Charter Review Committee.

BACKGROUND OF ISSUE:

On or about June 6, 2022, a Charter Review Committee was formed. Section 9.05 (b) of the Home Rule Charter states, "...Mayor and each Councilmember selecting two (2) members for appointment. Ms. Shelley Sipriano and Ms. Reba Groblebe have applied to serve on the Charter Review Committee.

At this time, brief interviews may be conducted with applicants. For your convenience, a list of applicants has been provided.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Copy of Section 9.05 Amendment and Charter Review
Copy of applicants

Section 9.05 Amendments and Charter Review

(a) This Charter may be amended at any time in accordance with the provisions applicable thereto contained in Chapter 9 of the TEXAS LOCAL GOVERNMENT CODE or any amendment thereto or any amendments in that may be made hereafter thereto. This Charter may be amended no more than once every two (2) years as provided by the laws of the State of Texas.

(b) The City Council shall appoint a Citizens Charter Review Commission not less than every six (6) years, with the Mayor and each Councilmember selecting two (2) members for appointment. Such Commission shall review the Charter and make recommendation to the City Council as to any necessary amendments.

CHARTER REVIEW COMMITTEE

| |
|-----------------|
| |
| Cheri Childress |
| Tommy Lemond |
| Philip Pelayo |
| Nancy Ashley |
| Martin Ashley |
| Barbara Sherman |
| Faith Hernandez |

| |
|------------------|
| New Applicants: |
| Shelley Sipriano |
| Reba Groblebe |
| |
| |
| |
| |

Regular Session Agenda Item: 3

Meeting Date: June 27, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the City Manager to execute Amendment No. 1 to Memorandum of Understanding/Interlocal Agreement with Dallas County to participate in Urban Counties' Techshare.Juvenile Program for the purpose of sharing criminal justice information; providing a repealing clause; providing a savings clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City Council recognizes the mutual benefits of cooperative Memorandum of Understandings between City of Seagoville and Dallas County. In February 2016 the original Memorandum of Understanding/Interlocal Agreement with Dallas County was signed to participate in the Urban Counties' Techshare.Juvenile Program for the purpose of sharing criminal justice information. This Memorandum of Understanding is amended to include security protocols as attached in Exhibit "A".

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution – Approving Amendment to MOU/ILA TechShare Juvenile Program
Amendment No. 1 of MOU/ILA TechShare Juvenile Program
Original MOU/ILA TechShare Juvenile Program

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING /INTERLOCAL AGREEMENT WITH DALLAS COUNTY TO PARTICIPATE IN URBAN COUNTIES' TECHSHARE.JUVENILE PROGRAM FOR THE PURPOSE OF SHARING CRIMINAL JUSTICE INFORMATION; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the mutual benefits of cooperative Memoranda of Understanding between City of Seagoville and Dallas County; and

WHEREAS, in February 2016 a Memorandum of Understanding/Interlocal Agreement with Dallas County was signed to participate in the urban counties' Techshare.Juvenile Program for the purpose of sharing criminal justice information; and

WHEREAS, it is recommended that this Memorandum of Understanding be amended to include security protocols as set forth in Amendment No. 1 to Memorandum of Understanding / Interlocal Agreement with Dallas County to Participate in Urban Counties' Techshare.Juvenile Program, said amendment being attached to this Resolution as Exhibit "A".

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

Section 1. The City Council hereby authorizes the City Manager to execute the Amendment No. 1 to Memorandum of Understanding / Interlocal Agreement with Dallas County to Participate in Urban Counties' Techshare.Juvenile Program for the purpose of sharing criminal justice information in substantially the form attached hereto and incorporated herein by this reference as Exhibit "A".

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 27th day of June 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(062322VWTtm

STATE OF TEXAS

§

COUNTY OF DALLAS

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AMENDMENT NO. 1 to

**MEMORANDUM OF UNDERSTANDING
WITH PARTICIPATING LOCAL GOVERNMENTS AND
DALLAS COUNTY TO PARTICIPATE IN URBAN COUNTIES'
TECHSHARE.JUVENILE PROGRAM**

This AMENDMENT NO. 1 to the certain Memorandum of Understanding between Dallas County, Texas ("County") and the undersigned Participating Local Governments of the State of Texas ("Participating Local Government(s)"), executed by the parties under the authority of Dallas County Commissioners Court Order No. 2013-0898, adopted on May 21, 2013 (the "MOU"), evidences the following:

1. The MOU is hereby amended as follows:

Section II "Recitals," paragraph 3 is deleted in its entirety and replaced with the following amended language:

**II.
RECITALS**

WHEREAS, The Participating Local Governments will be required to have either a site-to-site Virtual Private Network (VPN) connection between the agency network and Dallas County or provide Public IP addresses to TechShare for which the agency stipulates to having exclusive control for TechShare to provide IP whitelist access for agency to access TechShare.Juvenile. The basic equipment needed by the Participating Local Governments to establish the VPN connection is a site-to-site capable firewall and a circuit. The agency must inform TechShare in the event they change Public IP addresses. If using a VPN, the agency firewall must be capable of supporting a minimum of AES-256 encryption capability and IPSec security protocols. Further, the encryption standards must be compliant with the federal data encryption standard of FIPS-140-2. Additionally, a 3Mb circuit is recommended. Dallas County has provided each Participating local Governments with firewall cost approximations for agencies whose current infrastructure may not currently support VPN connectivity. Due to laws governing circuit location and the range of costs between providers, Participating Local Governments should contact their telecommunication service provider to determine circuit costs.

2. All other terms, provisions, conditions, and obligations of the MOU between the Participating Local Government(s) and County shall remain in full force and effect, and said MOU along with this Amendment No. 1 shall be construed together as a single MOU agreement.

[SIGNATORY PAGES SHALL FOLLOW]

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

By signing this page, each Participating Local Government or Party represents that it has the full right, power and authority to enter and perform this *Amendment No. 1 to MOU Among Participating Local Governments and Dallas County for TechShare.Juvenile* in accordance with all of the terms and conditions, and that the execution and delivery of this Amendment has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances and provisions set forth in this Amendment.

DALLAS COUNTY, TEXAS

Name: _____

Title: _____

Date: _____

Address: _____

APPROVED AS TO FORM*:

**JOHN CREUZOT
DISTRICT ATTORNEY**

Rebecca L. Lundberg
Assistant District Attorney
Civil Division

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

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

By signing this page, each Participating Local Government or Party represents that it has the full right, power and authority to enter and perform this *Amendment No. 1 to MOU Among Participating Local Governments and Dallas County for TechShare.Juvenile* in accordance with all of the terms and conditions, and that the execution and delivery of this Amendment has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances and provisions set forth in this Amendment.

ATTEST:

Name: _____

Title: _____

Date: _____

Address: _____

APPROVED AS TO FORM*:

Attorney for _____

**MEMORANDUM OF UNDERSTANDING
WITH PARTICIPATING LOCAL GOVERNMENTS AND
DALLAS COUNTY TO PARTICIPATE IN URBAN COUNTIES'
TECHSHARE.JUVENILE PROGRAM**

**I.
PARTIES**

This Memorandum of Understanding ("MOU") is entered by and between the undersigned Participating Local Governments of the State of Texas ("Participating Local Government(s)"), acting by and through their respective governing bodies, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Local Government Code and for the purpose of participation in the Urban Counties' TechShare Program. The undersigned Participating Local Governments enter into this Interlocal Agreement (hereinafter, "Agreement") with Dallas County ("Dallas County" or "County"). Any and all other Participating Local Governments of the State of Texas adopting this MOU upon a formal order of their respective governing bodies as provided for herein may be referred to in this MOU individually as "Party" and collectively as "Parties."

**II.
RECITALS**

WHEREAS, Participating Local Governments desire to enter into this Agreement for the Participants' participation in TechShare.Juvenile, an extended case management system that will allow participating agencies within Dallas County to view juvenile information statewide;

WHEREAS, The Participating Local Governments will have access to TechShare.Juvenile in order to file cases electronically, perform statewide juvenile record searches, and perform other functions as allowed by statutes and role based permissions;

WHEREAS, The Participating Local Governments will be required to have a site-to-site Virtual Private Network (VPN) connection between the agency network and Dallas County in order to access TechShare.Juvenile. The basic equipment needed by the Participating Local Governments to establish the VPN connection is a site-to-site capable firewall and a circuit. The firewall must be capable of supporting a minimum of 3DES or AES encryption capability and IPSec security protocols. Further, the encryption standards must be compliant with the federal data encryption standard of FIPS-140-2. Additionally, a 3Mb circuit is recommended. Dallas County has provided each Participating local Governments with firewall cost approximations for agencies whose current infrastructure may not currently support VPN connectivity. Due to laws governing circuit location and the range of costs between providers, Participating Local Governments should contact their telecommunication service provider to determine circuit costs.

NOW, THEREFORE, in consideration of the promises, inducements, covenants, agreements, conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participating Local Government and Dallas County agree as follows:

III.
PARTICIPATION BY ADDITIONAL PARTICIPATING LOCAL GOVERNMENTS

Any local government may participate in this MOU with the signature of the designated authorized signer on signatory page 8 of this MOU. Each Participating Local Government will be required to approve and agree to the terms and conditions of this MOU. The signed agreement of this MOU will be returned as notification and presented to the Juvenile Boards as well as Commissioner's Court.

IV.
DATA OWNERSHIP, ACCESS, SECURITY AND STORAGE

- A. **Ownership.** It is the intention of the Parties that each Participating Local Government will remain the custodian and owner of its information and data that it created or submitted, unless expressly agreed in writing otherwise. The Parties acknowledge and agree that such information or data shall not be used by the Parties other than in connection with the performance of this MOU or as contemplated by the Parties under this MOU. Additionally, the Parties agree that the data shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of the other Parties, their employees, officers, agents, subcontractors, invitees, or assigns in any respect without the expressed written approval of the Participating Local Government that owns such data.
- B. **Interfaces.** Each Party is responsible for developing and maintaining its interfaces to TechShare.Juvenile. Participating Local Governments will also be responsible for the cost of interface development and maintenance.
- C. **Security and Access of Data.**
- 1) Section 58.403, Texas Family Code, permits the cross-jurisdictional sharing of information related to juvenile offenders between authorized criminal and juvenile justice agencies and partner agencies.
 - 2) Each party is responsible for ensuring its employees and other persons accessing data within TechShare.Juvenile are authorized to do so, and will use such data only as is legally permitted.
 - 3) Participating Local Governments and their representatives agree that the following terms and conditions apply regarding access to the confidential juvenile information and data maintained in TechShare.Juvenile:
 - a) Participating Local Governments and their representatives shall acknowledge and agree that the purpose of access to the juvenile information and data is to perform juvenile justice system related functions.

- b) Participating Local Governments agree that TechShare.Juvenile shall not be used for any personal purposes, including entertainment, personal business, or personal gain.
- c) Participating Local Governments understand that access to, and transmission of, any data or material deemed to be a violation of any federal, state, or local law or agency administrative rules is prohibited.
- d) Participating Local Governments shall not access or distribute any information that is deemed confidential pursuant to Chapter 58, Texas Family Code or other applicable federal or state statutes or rules, unless disclosure is specifically authorized by law.

Confidential Information. As used in this Agreement, the term "Confidential Information" means all information and specifications, designs, applications, operating systems, databases, communications and other computer software developed for use on any operating system, all modifications, enhancements and versions and all options available with respect thereto, and all products developed or derived therefrom, source and object codes, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts and related documentation and manuals, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, inventions, computer-related equipment or technology, techniques, "know-how", designs, drawings and specifications, all of the above which relate to TechShare.Juvenile in the case of Confidential Information belonging to Urban Counties or Dallas County. The County's confidential information includes, but is not limited to, data mapping from the County's Caseworker installation and the County's network configuration and related security specifications, and also includes, without limitation, information in tangible or intangible form relating to the coding or mapping of data from the County's legacy juvenile case management system, configuration specifications related to its network or computer systems on which the County's information services are performed and/or configuration specifications related to its implementation of Techshare.Juvenile. "Confidential Information" includes information in any form, whether written, electronic, or verbal. Additionally, the term "Confidential Information" shall include any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by a Party or its Representatives that contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to the Party (the "Recipient Party") or its Representatives by another Party (the "Disclosing Party") under this Agreement.

Survival. This Article IV. shall survive any termination, cancellation, withdrawal, or expiration of this MOU.

V.

TERM AND TERMINATION

The terms and conditions of this MOU shall be indefinite unless terminated by one of the Parties. This MOU may be terminated by either Party with a thirty (30) day written notice to the other Party.

VI.

WARRANTIES

No Party to this MOU warrants the availability, accuracy, quality, reliability or fitness for a particular purpose of any data or information made available under this MOU. Third party warranties or guarantees may inure to the benefit of the Parties to a particular Project if such are contractually secured as part of such Project; however, no Party to this MOU shall be held liable for a warranty or guarantee offered by a third party, if any. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty or merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed by all Parties to this MOU to the maximum extent permitted by applicable law.

Survival. This Article VI shall survive any termination, cancellation, withdrawal, or expiration of this MOU.

VII.

NOTICE

Any and all notices to be given under this MOU by a Participating Local Government shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or certified mail, return receipt requested, postage pre-paid, to the Parties at the addresses set forth on the signatory pages below or to such other addresses designated in writing to all the Participating Local Governments. Any notice required hereunder shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

VIII.

AMENDMENT

This MOU may not be amended except in a written instrument specifically referring to this MOU and signed by the Parties hereto. Any modification, alteration, addition or deletion to the terms of this MOU which are required by changes in federal or state law are automatically incorporated herein without written amendment to this MOU and shall be effective on the date designated by said law.

IX.

CURRENT REVENUE

The Parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements required of each Party hereunder or required by any other agreements, contracts

and documents executed, adopted, or approved pursuant to this MOU, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues and resources available to each paying Party. The Parties hereby warrant that no debt is created by this MOU.

X.
FISCAL FUNDING

The obligations of the Participating Local Governments pursuant to this MOU are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this MOU without penalty in the event funds are not available or appropriated by giving the appropriate notice pursuant to Sections V and VII. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding, unless expressly agreed in writing by the Parties.

XI.
APPLICABLE LAW

This MOU shall be expressly subject to the participating Parties' sovereign immunity and other governmental immunity and all applicable federal and state law. This MOU shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie exclusively in Dallas County, Texas.

XII.
SEVERABILITY

In the event that one or more of the provisions contained in the MOU shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the MOU shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this MOU, which shall remain in force and effect.

XIII.
ASSIGNMENT

The Parties may not assign their respective rights and duties under this MOU without the prior written consent and/or approval of the remaining Participating Local Governments, acting by and through their respective governing bodies, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent and/or approval by the remaining Participating Local Governments shall be null and void.

Survival. This Article XIII shall survive any termination, cancellation, withdrawal, or expiration of this MOU.

XIV.
ENTIRE AGREEMENT

This MOU, including any and all exhibits, attachments, and/or addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter herein between the Parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. Each Party acknowledges that the other Parties, or anyone acting on behalf of the other Parties, have made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this MOU, expressly or by incorporation.

XV.
RESPONSIBILITIES

All Parties agree to be responsible for their own negligent acts or omissions, or other tortious conduct in the course of performance of this MOU without waiving any sovereign immunity, governmental immunity or other defenses available to the Parties under federal or State law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All Parties agree that any such liability or damages occurring during the performance of this MOU caused by the joint or comparative negligence of the Parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

XVI.
CJIS COMPLIANCE

All Parties and their respective employees, agents, contractors, and subcontractors agree, warrant, and represent they shall be compliant with the Federal Bureau of Investigation Criminal Justice Information Security Policy version 5.1 pursuant to this MOU. Further, all Parties agree, warrant, and represent they are compliant with the Texas Department of Public Safety policies regarding access to Criminal Justice Information. Additionally, all Parties specifically agree to be responsible for their own individual ongoing compliance with regard to the Federal Bureau of Investigation Criminal Justice Information Security Policy and the Texas Department of Public Safety criminal justice information policies.

XVII.
SOVEREIGN IMMUNITY

This MOU is subject to Dallas County's Sovereign Immunity and Dallas County expressly does not waive any applicable local, State and federal rules and laws, including Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code. Further, the Parties acknowledge and agree Dallas County does not have the ability under Article III, Section 49 and Article XI, Section 7 of the Texas Constitution to indemnify any party or third party damages pursuant to this MOU.

[SIGNATORY PAGES SHALL FOLLOW]

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

By signing this page, each Participating Local Government or Party represents that it has the full right, power, and authority to enter and perform this MOU Among *Participating Local Governments and Dallas County for TechShare*. in accordance with all of the terms and conditions, and that the execution and delivery of this MOU has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances, and provisions set forth in this MOU.

DALLAS COUNTY

By: _____

Name: Clay Jenkins

Title: Dallas County Judge

Date: _____ / _____ / _____

Address: 411 Elm Street 2nd Floor

Dallas, Texas 75202

DALLAS COUNTY*

SUSAN HAWK

DISTRICT ATTORNEY

RUSSELL RODEN

CHIEF, CIVIL DIVISION

BY: _____

Randall Miller

Assistant District Attorney

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

SIGNATORY PAGE

8

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

By signing this page, each Participating Local Government or Party represents that it has the full right, power and authority to enter and perform this *MOU Among Participating Local Governments and Dallas County for TechShare.Juvenile* in accordance with all of the terms and conditions, and that the execution and delivery of this MOU has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances and provisions set forth in this MOU.

COUNTY/CITY OF Seagoville

X 
Name: Raymond Calverley
Title: Chief of Police
Date: / /
Address: 600 N Hwy 175
Seagoville, TX 75159

Regular Session Agenda Item: 4

Meeting Date: June 27, 2022

ITEM DESCRIPTION:

Discuss and consider approving an Ordinance of the City of Seagoville Texas, providing for the appointment of Scott Kurth as Presiding Judge of the Municipal Court; providing a severability clause; and providing for an effective date.

BACKGROUND OF ISSUE:

The City Council may, pursuant to the Charter and State law, exercise its discretion to appoint judges for the Seagoville Municipal Court. City Council finds that Scott Kurth is qualified under State Law to hold the position as a Municipal Court Judge. The Council desires to appoint Scott Kurth as Presiding Municipal Judge of the Seagoville Municipal Court. The City Council has established its municipal court as a municipal court of record. Chapter 30 of the Texas Government Code relating to municipal courts of record provides that a judge of a municipal court of record shall be appointed by the City Council by ordinance.

FINANCIAL IMPACT:

\$2,500 per month

RECOMMENDATION:

N/A

EXHIBITS:

Ordinance – appointing Scott Kurth as Presiding Judge of Municipal Court
Agreement – with Scott Kurth for Municipal Court Judge

CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE TEXAS, PROVIDING FOR THE APPOINTMENT OF SCOTT KURTH AS PRESIDING JUDGE OF THE MUNICIPAL COURT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council may, pursuant to the Charter and State law, exercise its discretion to appoint judges for the Seagoville Municipal Court; and

WHEREAS, the City Council finds that Scott Kurth is qualified under State Law to hold the position as a municipal court judge; and

WHEREAS, the Council desires to appoint Scott Kurth as Presiding Municipal Judge of the Seagoville Municipal Court, and

WHEREAS, the City Council has established its municipal court as a municipal court of record; and

WHEREAS, Chapter 30 of the Texas Government Code relating to municipal courts of record provides that a judge of a municipal court of record shall be appointed by the City Council by ordinance.

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

SECTION 1. The City Council hereby appoints Scott Kurth as the Presiding Judge of the City of Seagoville Municipal Court of Record No. 1.

SECTION 2. The appointment of Scott Kurth will be for a two-year term beginning June 20, 2022, and ending June 20, 2024.

SECTION 3. All provisions of the Code of Ordinances of the City of Seagoville in conflict with the provisions of this ordinance be, and at the same are hereby, repealed and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. Should any word, phrase, paragraph, or section of this ordinance or of the Code of Ordinances, as amended hereby, be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, the same shall not affect the validity of the Code of Ordinances as a whole.

SECTION 5. This ordinance shall take effect immediately from and after its passage and publication, as the law and charter in such cases provide with the appointment of Judge Kurth being effective as of June 20, 2022.

PASSED AND APPROVED this 27th day of June 2022.

CITY OF SEAGOVILLE, TEXAS

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(061622vwtTM130166)

STATE OF TEXAS §
 § **AGREEMENT FOR MUNICIPAL COURT JUDGE**
COUNTY OF DALLAS §

This Municipal Judge Employment Agreement (“Agreement”) is made and entered into on the date set forth, by and between the City of Seagoville, Texas, a Texas municipal corporation (“City”) and Scott Kurth (“Kurth” or “Judge”), both of whom agree as follows:

Article I
Term

Kurth shall serve as the Municipal Judge commencing on the 20th day of June, 2022, for a two-year term ending June 20, 2024, but may be removed at any time in accordance with the provisions of this Agreement, State law and the City Charter. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the Municipal Judge at any time, with or without cause, subject to the terms of this Agreement.

Article II
Scope of Services

2.1 Judge shall preside over all 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 all magistrate duties, issuance of search arrests and/or capias warrants, and such other judicial and administrative duties and responsibilities as are necessary and incidental to the office of Presiding Judge of the City’s Municipal Court. Judge’s magistration duties include, but are not limited to, setting bonds, accepting pleas, and conducting arraignments. Pursuant to the City’s Interlocal Cooperation Agreement with the Town of Sunnyvale, Texas, under which the City agrees to provide prisoner magistration and arraignment services for Sunnyvale prisoners held at the City’s detention facility/jail.

2.2 Judge, under the supervision of the City Manager, shall oversee the day-to-day operations of the clerks of the City’s municipal court.

2.3 Pursuant to the City Charter, the City Council shall appoint alternate municipal judges as necessary; however, the Judge shall supervise the day-to-day activity of the alternate judges.

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.

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 and agrees to conduct himself in a judicial demeanor at all times in representing the City.

Article III
Compensation and Method of Payment

3.1 As an independent contractor and not an employee of the City, Kurth shall not receive any City benefits which are otherwise available to City of Seagoville employees.

3.2 City shall compensate Judge in the amount of Two Thousand, Five Hundred and No/100 (\$2,500.00) dollars per month, which shall be paid monthly for services provided under this Agreement.

Article IV
Hours of Work

Judge acknowledges that the proper performance of the duties of municipal judge and magistrate of the City will require him to generally observe normal business hours. However, it is recognized that the Judge may be required to devote time outside of normal office hours on business for the City and, to that end, Judge shall be allowed to establish an appropriate work schedule. Judge agrees to devote such additional time, outside of normal office hours, as is necessary for the full and proper performance of the judge and magistrate duties and that the compensation herein provided includes compensation for performance of such services.

Article V
Miscellaneous

5.1 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.

5.2 Effective Date. This Agreement shall become effective on June 20, 2022.

5.3 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.

5.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

5.6 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.

5.7 Notice. Any notice required or permitted to be delivered hereunder may be sent by certified U.S. mail or overnight courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed delivered and received three (3) days after being placed in the U.S. mail with sufficient postage pre-paid or upon the date of delivery by courier as evidenced by signed delivery receipt:

If intended for City:
Attn: City Manager
City of Seagoville
702 N. Hwy 175
Seagoville, Texas 75159

With 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 Judge:
Scott E. Kurth
606 Cedar Ridge
Ovilla, Texas 75156

5.9 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.

5.10 Independent Contractor. All services to be performed by Kurth pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Kurth shall supervise the performance of his services and shall be entitled to control the manner and means by which his services are to be performed, subject to the terms of this Agreement. The City agrees during the term of this Agreement, at its cost, to obtain and maintain public official liability insurance coverage covering the acts and omissions by Kurth in the scope of his duties and responsibilities as Presiding Municipal Court Judge.

EXECUTED this 16 day of June, 2022.

By:



Scott Kurth, Judge

EXECUTED this 17th day of June, 2022.

City of Seagoville, Texas
By: 
Patrick Stallings, City Manager

Approved as to form:

By: 
Victoria W. Thomas, City Attorney

Regular Session Agenda Item: 5

Meeting Date: June 27, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving and authorizing the City Manager to sign a Professional Services Agreement with the firm of Brookswatson & Co., P.L.L.C, a Texas Limited Liability Company, for provision of annual external audit services commencing with the fiscal year ending September 30, 2022, and concluding with the fiscal year ending September 30, 2024; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City’s current fiscal year ends September 30, 2022, and the City will have an annual external audit performed within 180 days of the close of the fiscal year to serve as a confirmation of the financial condition of the City and provide an opportunity to benefit from recommendations from the external auditors to management for improvement of records and controls. The Financial Policies of the City recommend a five-year auditor rotation and thus it is recommended that the City rotate to a new provider of external audit services.

On April 22, 2022, the City of Seagoville issued a Request for Proposal (RFP) for Professional Audit Services for a period of five years. The following firms submitted a proposal in response to the RFP: Fox, Byrd and Co.; BKD; Pattillo, Brown and Hill; and BrooksWatson and Co. The deadline to submit the proposal was May 23, 2022, at 2 p.m. The responding firms were evaluated by the following criteria: Mandatory elements, Expertise and experience, Audit approach, Proposal thoroughness, and Price. A scorecard was used by the Finance Staff and the accumulated high score determined the outcome.

FINANCIAL IMPACT:

| | |
|----------------|---------------|
| <u>FY 2022</u> | <u>38,500</u> |
| <u>FY 2023</u> | <u>40,425</u> |
| <u>FY 2024</u> | <u>42,445</u> |
| <u>FY 2025</u> | <u>44,575</u> |
| <u>FY 2026</u> | <u>46,800</u> |

Federal Single Audit 4,500

RECOMMENDATION:

The Finance Department recommends approval.

EXHIBITS:

Resolution
Agreement

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH THE FIRM OF BROOKSWATSON & CO., P.L.L.C, A TEXAS LIMITED LIABILITY COMPANY, FOR PROVISION OF ANNUAL EXTERNAL AUDIT SERVICES COMMENCING WITH THE FISCAL YEAR ENDING SEPTEMBER 30, 2022 AND CONCLUDING WITH THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City’s current fiscal year ends September 30, 2022 and the City will have an annual external audit performed within 180 days of the close of the fiscal year to serve as a confirmation of the financial condition of the City and provide an opportunity to benefit from recommendations from the external auditors to management for improvement of records and controls; and

WHEREAS, the Financial Policies of the City recommend a five year auditor rotation and thus it is recommended that the City rotate to a new provider of external audit services; and

WHEREAS, City staff has developed and evaluated Requests for Proposal (RFP) from interested external audit firms and has determined that the firm of BrooksWatson & Co., P.L.L.C. best meets all criteria specified in the RFP and

WHEREAS, the City Council has determined that the audit services of BrooksWatson & Co., P.L.L.C. are a needed and desirable service for the citizens of Seagoville;

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

SECTION 1. The City of Seagoville hereby approves a professional services agreement with the audit firm of BrooksWatson & Co., P.L.L.C. in substantially the form of that attached hereto and incorporated herein by this reference as Exhibit “A” for provision of audit services for annual compensation as stated therein and the City Manager is hereby authorized to execute said Agreement on behalf of the City along with any other necessary documents related to the provision of audit services thereunder.

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

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 27th day of June, 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
062322vwtTM130290

EXHIBIT A

[Agreement with BrooksWatson & Co, P.L.L.C – to be attached]



BROOKSWATSON & CO.
CERTIFIED PUBLIC ACCOUNTANTS

June 23, 2022

Gail French
702 North Highway 175
Seagoville TX 75159

Dear Ms. French,

The following represents our understanding of the services we will provide Seagoville, Texas.

You have requested that we audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Seagoville, Texas, as of September 30, 2022-2024, and for the years then ended and the related notes, which collectively comprise Seagoville, Texas's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and, if applicable, in accordance with Government Auditing Standards, and/or any state or regulatory audit requirements, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States

of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's discussion and analysis
- 2) Budgetary Comparison Information
- 3) Pension schedules

Supplementary information other than RSI will accompany Seagoville, Texas's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- 1) Individual nonmajor fund financial statements and schedules
- 2) Combining statements

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

- 1) Introductory section
- 2) Statistical section

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and, if applicable, in accordance with Government Auditing Standards, and/or any state or regulatory audit requirements. As part of an audit in accordance with GAAS and, if applicable, in accordance with Government Auditing Standards, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery,

intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Seagoville, Texas's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and, if applicable, in accordance with Government Auditing Standards, and/or any state or regulatory audit requirements.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of Seagoville, Texas's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
3. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - iv. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - v. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
4. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
10. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written

representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform:

- Preparation of the Annual Comprehensive Financial Report (ACFR)

We will not assume management responsibilities on behalf of Seagoville, Texas. However, we will provide advice and recommendations to assist management of Seagoville, Texas in performing its responsibilities.

Seagoville, Texas's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the preparation of the ACFR previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of Seagoville, Texas's basic financial statements. Our report will be addressed to the governing body of Seagoville, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion as follows:

| | Begin | Complete |
|---|-------------|-------------|
| Document internal control and preliminary tests | September | October |
| Observe physical inventories (if necessary) | | n/a |
| Mail confirmations | October 1st | October 1st |
| Perform year-end audit procedures | December | January |
| Issue audit report | | March |

Mike Brooks is the engagement partner for the audit services specified in this letter. His responsibilities include supervising BrooksWatson & Co., PLLC’s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for the financial statement audits are all inclusive as follows:

| Fiscal Year | Financial Statement Audit |
|-------------|---------------------------|
| 2022 | \$38,500 |
| 2023 | \$40,425 |
| 2024 | \$42,445 |

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City of Seagoville, Texas’s personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

The invoice shall be rendered monthly based upon actual hours billed during the invoice period. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. In addition, we will work with you to identify any federal awards that might meet the criteria for an (OMB) Uniform Guidance audit.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of BrooksWatson & Co., PLLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to certain regulators and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of BrooksWatson & Co., PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



Brooks Watson & Co.
14950 Heathrow Forest Pkwy | Ste 530
Houston, TX 77032

RESPONSE:

This letter correctly sets forth our understanding.

Seagoville, Texas

Acknowledged and agreed on behalf of Seagoville, Texas by

City Management

Name: _____

Title: _____

Date: _____

Council Representative

Name: _____

Title: _____

Date: _____

Regular Session Agenda Item: 6

Meeting Date: June 27, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing acquisition of a 0.0394 acre water main and wastewater easement out of a Tract of land commonly known as 303 East Malloy Bridge Road in the City of Seagoville, Dallas County, Texas and said easement being more particularly described and depicted in Exhibit "A" attached hereto from Stephanie Noemy Solis and Community National Title for the purchase price of \$2,317.00; authorizing the City Manager to purchase the easement and authorizing the City Manager or the Mayor to sign all necessary acquisition documents; providing for the furnishing of certified copies of this resolution and for recording of the easement in the real property records of Dallas County, Texas, as a deed; and providing an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville, Texas finds it necessary to acquire a 0.0394-acre water main and wastewater easement out of a tract of land commonly known as 303 East Malloy Bridge Road for the construction and/or upgrade of its water main and sanitary sewer lines associated with the City's East Malloy Bridge Road Wastewater Project. The City Council has determined that there is a public necessity for the acquisition of the water main and wastewater easement. The City's duly authorized representatives have negotiated and agreed upon the purchase of the required water main and wastewater easement situated on property commonly known as 303 East Malloy Bridge Road owned by Stephanie Noemy Solis.

FINANCIAL IMPACT:

\$2,317.00

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution approving the acquisition of water main and wastewater easement at 303 East Malloy Bridge Road.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING ACQUISITION OF A 0.0394 ACRE WATER MAIN AND WASTEWATER EASEMENT OUT OF A TRACT OF LAND COMMONLY KNOWN AS 303 EAST MALLOY BRIDGE ROAD IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “A” ATTACHED HERETO FROM STEPHANIE NOEMY SOLIS AND COMMUNITY NATIONAL TITLE FOR THE PURCHASE PRICE OF \$2,317.00; AUTHORIZING THE CITY MANAGER TO PURCHASE THE EASEMENT AND AUTHORIZING THE CITY MANAGER OR THE MAYOR TO SIGN ALL NECESSARY ACQUISITION DOCUMENTS; PROVIDING FOR THE FURNISHING OF CERTIFIED COPIES OF THIS RESOLUTION AND FOR RECORDING OF THE EASEMENT IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, AS A DEED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville, Texas finds it necessary to acquire a 0.0394 acre water main and wastewater easement out of a tract of land commonly known as 303 East Malloy Bridge Road for the construction and/or upgrade of its water main and sanitary sewer lines associated with the City’s East Malloy Bridge Road Wastewater Project; and

WHEREAS, the City Council has determined that there is a public necessity for the acquisition of the water main and wastewater easement; and

WHEREAS, the City’s duly authorized representatives have negotiated and agreed upon the purchase of the required water main and wastewater easement situated on property commonly known as 303 East Malloy Bridge Road owned by Stephanie Noemy Solis; and

WHEREAS, the City Council has determined that the agreed upon purchase price for the water main and wastewater easement is fair and equitable and that paying the same is in the best interest of the citizens of the City of Seagoville.

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

SECTION 1. The City Council hereby approves the acquisition of an approximately 0.0394 acre water main and wastewater easement out of a tract of land commonly known as 303 East Malloy Bridge Road, Seagoville, Dallas County, Texas, said easement being more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein by this reference (the “Easement”) from the property owner Stephanie Noemy Solis for the purchase price of \$2,317.00. The City Council further approves the addition of Community National Title as a payee in accordance with the funding request received by the City for the closing related thereto.

SECTION 2. The City Manager is authorized to purchase the Easement and the City Manager or the Mayor are authorized to execute any and all necessary acquisition documents.

SECTION 3. That the City Secretary is authorized and directed to prepare certified copies of this resolution and to furnish the same to the grantor of the Easement described herein and further to record the Easement in the real property records of Dallas County, Texas.

SECTION 4. That this Resolution shall take effect immediately from and after its adoption and execution.

DULY PASSED by the City Council of the City of Seagoville, Texas, this the 27th day of June, 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(062222vwtTM130259)

EXHIBIT "A"
VARIABLE WIDTH WASTEWATER EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT

Parcel No. 2
Owner: Stephanie Noemy Solis
M.L. Swing Survey, Abstract Number 1420
City of Seagoville, Dallas County, Texas

BEING a tract of land situated in the M.L. Swing Survey, Abstract Number 1420, City of Seagoville, Dallas County, Texas and being part of that tract of land described as "Tract One" and that tract of land described as "Tract Two" by General Warranty Deed to Stephanie Noemy Solis, recorded in Instrument Number 2019-00238613 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod with cap stamped "CBG SURV" at the east corner of said "Tract Two", the south corner of that tract of land described as "Tract 1" in Warranty Deed to Johnnie Mae Sanders, recorded in Volume 70021, Page 763 (O.P.R.D.C.T.) and being in the west right-of-way line of Malloy Bridge Road (variable width right-of-way);

THENCE North 43 degrees 16 minutes 05 seconds West, 33.93 feet, with the common line of said "Tract Two" and said "Tract 1", to the **POINT OF BEGINNING**, having grid coordinates of North=6,922,096.91, East=2,572,578.22;

THENCE South 67 degrees 18 minutes 28 seconds West, 73.98 feet, departing said common line, over and across said "Tract Two" to a point for corner in the common line of said "Tract Two" and Lot 1, Block A of Rosillo Sanchez Addition, an addition to the City of Seagoville, Dallas County, Texas, recorded in Volume 2004198, Page 62 of the Plat Records of Dallas County, Texas (P.R.D.C.T.) and that tract of land described by Warranty Deed to Oscar J. Toscano and Maria E. Bernal, recorded in Instrument Number 2006-00088044 (O.P.R.D.C.T.);

THENCE North 45 degrees 31 minutes 39 seconds West, with said common line, passing a 1/2-inch found iron rod with cap stamped "CBG SURV" at the west corner of said "Tract Two" and the south corner of said "Tract One" at a distance of 15.17 feet, continuing with the common line of said "Tract One" and said Lot 1, Block A, passing a 5/8-inch found iron rod with cap stamped "PATRICK RPLS 4593" at a corner on the northeast line of said Lot 1, Block A and the east corner of that tract of land described in Deed to Danny Greenhaw, recorded in Volume 98047, Page 2978 (O.P.R.D.C.T.) at a distance of 115.54 feet, continuing with the common line of "Tract One" and said Greenhaw tract a total distance of 215.93 feet to 5/8-inch found iron rod with cap stamped "Patrick RPLS 4593" at the west corner of said "Tract One", the north corner of said Greenhaw tract and being in the southeast line of Lot 1, Block 1, Seagoville Elementary School, an addition to the

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9/20/2021

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City of Seagoville, Dallas County, Texas, recorded in Instrument Number 201300050808 (P.R.D.C.T.);

THENCE North 44 degrees 28 minutes 21 seconds East, 3.00 feet, with the common line of said "Tract One" and said Lot 1, Block 1 to a point for corner;

THENCE South 45 degrees 31 minutes 39 seconds East, departing said common line, over and across said "Tract One", passing at 200.69 feet, the common line of said "Tract One" and said "Tract Two", continuing over and across said "Tract Two" a total distance of 200.92 feet to a point for corner;

THENCE North 67 degrees 18 minutes 28 seconds East, 71.41 feet, over and across said "Tract Two" to a point for corner in the common line of said "Tract Two" and said "Tract 1";

THENCE South 43 degrees 16 minutes 05 seconds East, 16.02 feet, with said common line, to the **POINT OF BEGINNING AND CONTAINING** 1,716 square feet, or 0.0394 acres of land, more or less.

Notes:

1. Basis of Bearing is the North American Datum of 1983, Texas State Plane Coordinate System, North Central Zone (4202). All distances are surface distances. Surface Adjustment Scale Factor: 1.000136506
2. This metes and bounds description was prepared with an exhibit of even date.
3. The survey shown hereon was prepared without the benefit of a title commitment, therefore easements and other matters of record may not be shown.

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



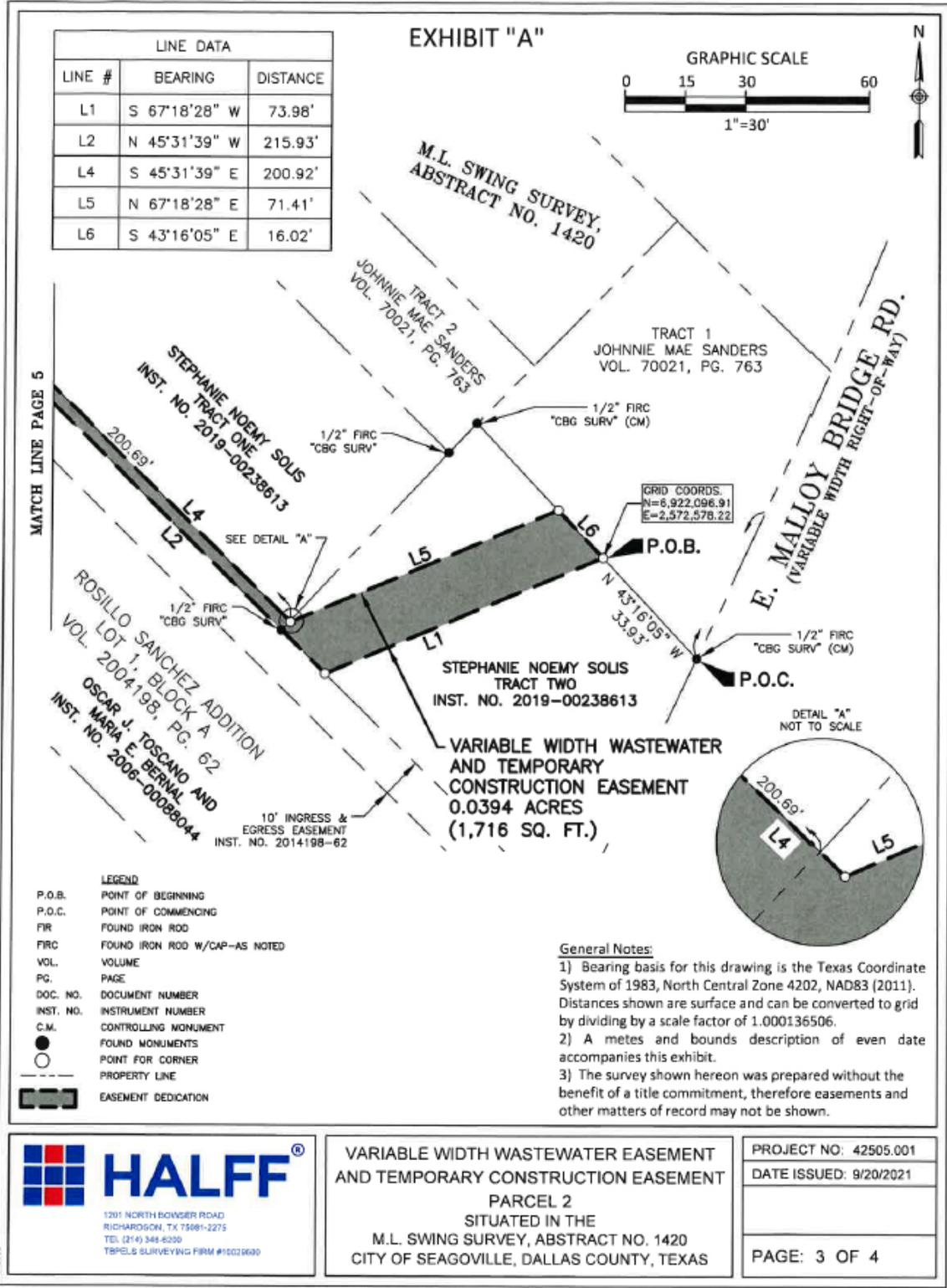
09/20/2021

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



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9/20/2021

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1201 NORTH BOWSER ROAD
RICHARDSON, TX 75081-2275
TEL (214) 348-6200
TBP&S SURVEYING FIRM #10028600

**VARIABLE WIDTH WASTEWATER EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT
PARCEL 2
SITUATED IN THE
M.L. SWING SURVEY, ABSTRACT NO. 1420
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS**

PROJECT NO: 42505.001
DATE ISSUED: 9/20/2021

PAGE: 3 OF 4

Regular Session Agenda Item: 7

Meeting Date: June 27, 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 11.06 “Short-Term Rentals Licensing”; 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:

The City Council desires to develop a process to safeguard the safety and welfare of occupants of short-term rentals while also protecting the welfare and property interests of the residents of the City and insuring the proper collection and payment of Hotel Occupancy Tax

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Ordinance – Amending Code of Ordinances to provide for Short-Term Rentals Licensing

CITY OF SEAGOVILLE, TEXAS

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 11.06 "SHORT-TERM RENTALS LICENSING"; 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 safeguard the safety and welfare of occupants of short-term rentals while also protecting the welfare and property interests of the residents of the City and insuring the proper collection and payment of Hotel Occupancy Tax;

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 11.06, "Short-Term Rentals Licensing" to read in its entirety as follows:

"CHAPTER 11. HEALTH AND SANITATION"

...

ARTICLE 11.06. – Short Term Rentals Licensing

Sec. 11.06.001 - Title.

The regulations in this Article shall be known as the "Short Term Rentals Licensing Ordinance," and may be cited as such. A Short-Term Rental property or properties as defined in this Article may be known, cited, or referred to as a "Short Term Rental", "Short Term Rentals"

Sec. 11.06.002 - Purpose.

(A) The purpose of this Article is to safeguard the life, health, safety, welfare, and property of the Occupants of Short-Term Rentals and the general public, by developing a process to enforce the minimum standards of this Article with regard to Short-Term Rental activities within the City.

(B) More specifically, the purpose of this Article is to:

- (1) establish regulations, standards, and a license registration process governing the renting of privately owned residential Dwelling Units on a short-term basis;

- (2) ensure the collection and payment of sales and occupancy taxes, as authorized in the Texas Tax Code, and Seagoville City Code (Hotel Occupancy Tax);
- (3) ensure that Short-Term Rental activities do not threaten the character of residential neighborhoods;
- (4) ensure the protection of the existing housing rental stock; and
- (5) ensure that such Short-Term Rental activities do not become a nuisance or threaten the public health, safety, or welfare of neighboring properties.

Sec. 11.06.003 - Definitions. For the purpose of this article, the terms, words, or phrases shall have the meanings given herein.

Bedroom means the living area(s) of the Dwelling Unit that is designed and furnished for sleeping and which has proper egress as required by the International Residential Code.

Booking Service means any reservation and/or payment service provided by a person or entity that facilitates a Short-Term Rental transaction between an Owner and a prospective Occupant, and for which the person or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and/or payment services provided for the Short-Term Rental transaction.

Building Code(s) mean the current locally adopted building, existing building, plumbing, mechanical, electrical, swimming pool and spa, fuels gas, energy, fire, and property maintenance codes.

Commercial Meetings include, but are not limited to, luncheons, banquets, parties, weddings, meetings, charitable fundraising, commercial or advertising activities, or other similar gatherings in such numbers of participants or guests whereby such activities would normally occur in commercial facilities for direct or indirect compensation.

Dwelling means any building that contains one or two Dwelling Units used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that are occupied for living purposes. See International Residential Code, Chapter 2, Section R202 (Definitions).

Dwelling unit means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. See International Residential Code, Chapter 2, Section R202 (Definitions).

HOA means a homeowners association or similar organization in a subdivision, planned community, or condominium building that makes and enforces rules for the properties and residents.

Host means any person, who is the Owner of record of residential real property with a Dwelling Unit, or the lessee of residential real property with a Dwelling Unit under a written agreement for the lease of such real property, who offers that Dwelling Unit, or portion thereof, for Short-Term Rental property either through a Hosting Platform or individually.

Hosting Platform means a person or entity that participates in the Short-Term Rental business by providing, and collecting or receiving a fee for, Booking Services through which an Owner may offer premises for an occupant on a short-term basis. Hosting Platforms usually, though not necessarily, provide Booking Services through an online platform that allows an Owner to advertise the premises through a website provided by the Hosting Platform and the Hosting Platform conducts a transaction by which potential occupants arrange their use and their payment, whether the would-be occupant pays rent directly to the Owner or to the Hosting Platform.

License – See *Short-Term Rental License*.

Local Representative means an individual located within forty (40) miles of the City limits during the entire length of the Short-Term Rental period who has access to the licensed premises, is authorized to make decisions regarding the licensed premises and is available at all times during the entire length of the Short-Term Rental period.

Occupant means any individual person living, sleeping, or possessing a building, or portion thereof. A person is not required to be paying rent, providing in-kind services, or named in any lease, contract, or other legal document to be considered an occupant.

Owner means any person, agent, operator, firm, trust, corporation, partnership, or any other legal entity who has a legal or equitable interest in the Premise; or who is recorded in the official records of the county as holding title to the Premise; or who otherwise has control of the Premise, including the guardian, trustee or executor of the estate of any such person.

Premise or *Premises* means real property, a lot, plot, or parcel of land, including any buildings, structures, or appurtenances or portions of buildings, structures, or appurtenances thereon.

Professional Property Management Firm means an entity that is comprised of one or more professional property managers who oversee the operation, control, and maintenance of the real estate and physical property. This can include residential, commercial, and land real estate.

Professionally Managed Short-Term Rental means a Short-Term Rental that is managed, operated, or controlled by a Professional Property Management Firm that oversees the operation, control, and maintenance of a Short-Term Rental.

Property Manager means a person who, for compensation, has managing control of real property for the Host, or Owner. This term includes Professional Property Management

Firm or a Person who is responsible for the day- to-day operations of a property.

Resident means an individual or family who permanently resides in the dwelling unit. The resident can be the owner or host of the Short-Term Rental.

Short-Term Rental License (or STR License) is License, issued by the Director of Community Development, authorizing the applicant and/or owner to utilize the residential premises as a Short-Term Rental property and confirming that the said residential Premises referenced in the STR Application complies with Building codes and all health and safety regulations, satisfies all the conditions of this Article, and has passed an inspection.

Short-Term Rental (STR) means the rental of all or part of a residential Premise, used for lodging accommodations, to occupants for a term of less than thirty (30) consecutive calendar days. The definition of *Short-Term Rental*:

- (1) does not include a Bed and Breakfast, defined as an owner-occupied home which offers lodging for paying guests and which serves breakfast to these guests, and which contains one or more guest bedrooms; and
- (2) does not include single-room occupancy such as rooms in a hotel or motel; and
- (3) for purposes of the imposition of a hotel occupancy tax under the Texas Tax Code, Chapters 351 and 352 or other law, the term “*hotel*” includes a *short-term rental*. See TX. Tax Code, Chapter 156, § 156.001 (Definitions).

Short-Term Rental Property means a residential property including a residential Dwelling Unit or any room therein or other space, available for rent for a term of less than thirty (30) consecutive calendar days but excluding bed and breakfast and single-room occupancy such as rooms in a hotel or motel.

Short-Term Renter means a person who exercises occupancy or is entitled to occupancy of a Short-Term Rental property, because of concession, permit, right of access, license, or other agreement for a period of less than thirty (30) consecutive calendar days. Portions of days shall be counted as full calendar days.

Sec. 11.06.004 – Applicability, administration, and enforcement.

- (A) This article shall apply to all Dwelling Units utilized for Short-Term Rentals.
- (B) This Article shall not supersede any private conditions, covenants, or restrictions, including Homeowners Association (HOA) regulations, applicable to a Short-Term Rental property.
- (C) The Director of Community Development and his or her designee(s) are authorized to administer and enforce the provisions of this Article.

(D) In addition to the powers and duties otherwise prescribed for the Director of Community Development, as administrator of this Article, he or she is required to:

- (1) Administer and enforce all provisions of this Article;
- (2) Keep records of all licenses issued;
- (3) Adopt rules and regulations, not inconsistent with the provisions of this Article, with respect to the form and content of application for Licenses, the investigation of applicants, and other matters incidental or appropriate to his or her powers and duties as may be necessary for the proper administration and enforcement of the provisions of this Article; and
- (4) Conduct periodic investigations throughout the City with regard to short-term rental units concerning compliance with this Article.
- (5) The Director of Community Development, city field inspectors, Building Official, Fire Code Official, Peace Officers, any employee designated by the City Manager, and any other person as authorized by State or other law having jurisdiction within the City of Seagoville, are hereby designated the authorized enforcement agents for this Article.

Sec. 11.06.005 – Zoning and Residential Structure Type Restrictions

(A) *Zoning*. It is permissible for any Short-Term Rental property to operate in residential zoning districts as indicated on the official zoning map of the City of Seagoville, Texas.

(B) *Residential structure types*. A Short-Term Rental property is only allowed in the following residential structure types:

- (1) Single-Family Residence, Detached (e.g., a stand-alone single-family dwelling unit)
- (2) Single-Family Residence, Attached (e.g., a duplex, containing two units, where each unit is on a separate lot)
- (3) Two-Family Dwelling Unit (e.g., a duplex, on one lot, containing two units)
- (4) Multi-Family Unit (e.g., an apartment or triplex)
- (5) Townhouse
- (6) A Mixed-Used Property (e.g., residential dwelling above the ground floor)
- (7) A HUD- Code Manufactured Home.

Sec. 11.06.006 - License application, renewal, and expiration.

(A) Short-Term Rental License required.

- (1) No person shall maintain, conduct, operate, or rent a residential Short-Term Rental Property for compensation within the City, or act as agent for another who is leasing Short-Term Rental Property, without first obtaining a Short-Term Rental License (STR License) from the Director of Community Development.
- (2) Should a person own or maintain Short-Term Rental Property at more than one (1) location, a separate license is required for each additional location.
- (3) The License issued to an owner authorizes such owner and its bona fide agents or employees to rent the Short-Term Rental Property to Short-Term Renters.

(B) Application for STR License.

- (1) Applications for a STR License shall be filed with the Director of Community Development on a form provided for that purpose.
- (2) Should an applicant own Short-Term Rental Property at more than one (1) location, a separate application must be filed for each location.
- (3) The following information shall be required on the application:
 - (a) Names, current addresses, and telephone numbers of all Hosts, Owners, Property Managers, lien holders, and insurance companies for the intended Short-Term Rental Property;
 - (b) State-issued driver's license or identification numbers and dates of birth of all Hosts, Owners, and Property Managers;
 - (c) Professional Property Management Firm, and individual Property manager(s), names, current address, and telephone numbers;
 - (d) Names and web-site addresses of all Booking Services, and Hosting Platforms utilized for the Short-Term Rental property.
 - (e) Name, current addresses, telephone numbers, email address and state-issued driver's license or identification numbers of a Local Representative within forty (40) miles of the City limits;
 - (f) One trade name (if applicable);
 - (g) Street address of the property and telephone number for any landline at the property;

- (h) Zoning district in which the property is located;
 - (i) Telephone number, name, and address of a person responsible for paying utility bills for the property; and
 - (j) The number of Dwelling Units broken down by number of bedrooms, bathrooms, etc.
- (4) The Director of Community Development may, at any time, require additional relevant information of the Host, Owner, or Property Manager to clarify items on the application. The Host, Owner, and Property Manager shall provide the information the City requires within ten (10) calendar days of the City's request.
- (5) It is the duty of a Host, Owner, and Property Manager to update all information provided in the application within ten (10) calendar days of any change.
- (C) *Issuance of License.* The Director of Community Development or his/her designee shall issue a License to the applicant only upon the:
- (1) receipt of a completed application; and
 - (2) payment of the applicable fees; and
 - (3) successful inspection, or re-inspection when applicable, of the property verifying the property is in compliance with the minimum standards set forth in this Article; and
 - (4) applicant's compliance with all the requisites of this Article.
- (D) *Annual License fee.* The annual fee for a Short-Term Rental License is calculated per dwelling. The annual fee, as set forth in the City's Master Fee Schedule, is payable to the City of Seagoville and is due on or before April 1st of each year.
- (E) *Expiration date of License.* The License will expire on May 31 of each year.
- (F) *Display of License.* Each License issued pursuant to this Article together with a copy of this Article must be posted and displayed in a conspicuous place within the Short-Term Rental Property to which the Short -Term Renter has access.
- (G) *Replacement License.* A Replacement License may be issued for a License that is lost, destroyed, or mutilated, upon application on the form provided by the Director of Community Development. A replacement License shall have the word "REPLACEMENT" stamped across its face and shall bear the same license number as the one it replaces. See Master Fee Schedule for applicable fees.
- (H) *Transferability.* A Single-Family Residential Rental Property License for Short-Term

Rentals is not assignable or transferable.

Sec. 11.06.007 - Inspection

- (A) *In general.* No License shall be issued if, as a result of an inspection or reinspection, it is determined that the Short-Term Rental Property does not comply with the standards of this Article.
- (B) *Inspection.* An inspection shall be conducted prior to the issuance of a Short-Term Rental License.
- (C) *Reinspection.* Short -Term Rentals shall be periodically reinspected for compliance with the provisions of this Article. A reinspection fee may be charged each time a reinspection is required pursuant to this Article. See Master Fee Schedule for applicable fees.
- (D) *Inspection and reinspection required.* Short-Term Rentals shall be inspected and/or periodically reinspected as follows:
 - (1) upon first time issuance of a License;
 - (2) if warranted by the City's receipt of a complaint; and
 - (3) if an inspection of the rental property has not been conducted by the City within three (3) years or more.

Sec. 11.06.008 – Denial or revocation of License

- (A) *In general.* For failure to comply with the terms of this Article, the Director of Community Development may deny or revoke the Short-Term Rental License for the Short -Term Rental Property in violation or otherwise failing to comply with the terms of this Article.
- (B) *Process and procedures - Denial or revocation of a License.*
 - (1) A License may be denied or revoked if:
 - (a) the application contains false or incomplete information;
 - (b) there are utility, tax, or property lien fees due for the property for which the landlord, owner, or applicant is responsible;
 - (c) the property is not in compliance with the standards set forth in this Article;
 - (d) there exists any condition in, on or near the property that renders the rental property unsafe or unfit for human habitation or occupancy or presents a

threat to public health or safety; or

- (e) there is or in the last two years has been a serious or repeated violations of any of the requirements of this Article, or interference with the City or any of its agents in the performance of their duties.
- (2) The Director of Community Development shall issue a written “NOTICE OF INTENT – ADMINISTRATIVE DECISION TO DENY OR REVOKE A SHORT-TERM RENTAL LICENSE” (“**Notice of Intent – Administrative Decision**”) to deny or revoke a License, which shall set forth the grounds upon which the Administrative Decision is issued and inform the applicant or license holder:
- (a) The Director of Community Development “denies” the issuance of the License; or the Director “revokes” the License.
 - (b) The decision to deny or revoke the issuance of a License will become final at the close of business on the thirtieth (30th) day after the date of the **Notice of Intent – Administrative Decision** unless the holder appeals the administrative decision in accordance with Section 11.06.012 of this Short-Term Rental Ordinance. The date of issuance of the **Notice of Intent – Administrative Decision** is considered DAY ZERO (0).
 - (c) This Article (Short-Term Rentals) shall be referenced in the **Notice of Intent – Administrative Decision**.
- (3) Failure of any person or entity to file a “notice of appeal” within the time period, as identified in Section 11.06.012 of this Short-Term Rental Ordinance is a waiver of the right to a hearing and the Administrative Decision to deny or revoke the License shall be FINAL.

Sec. 11.06.009 – Reinstatement of License

- (A) *In general.* If a Short-Term Rental License is denied or revoked by the Director of Community Development, the License may be issued, reinstated, or reissued by the Director of Community Development, upon request by the owner or property manager and in accordance with the requirements of this Article.
- (B) *Reinstatement, reissuance, or issuance requirements.* In order to reinstate, reissue, or issue a License, the Director of Community Development must make a finding that the denial or revocation is no longer valid because:
 - (1) The violations have been corrected; and
 - (2) There are no other grounds for the License to remain denied or revoked; and

(3) The License should be reinstated.

(C) An administrative decision to deny the issuance, reissuance, and/or reinstatement of a License may be appealed in accordance with Section 11.06.012 of this Short-Term Rental Ordinance.

Sec. 11.06.010 – Property and Use Standards for Short-Term Rental Properties

In addition to all other standards set forth in the Building Codes or other applicable laws and regulations, the following property and use standards apply to all Short-Term Rentals and Short-Term Rental Properties:

(A) *Neighborhood compatibility.* Short-Term Rentals shall be operated in accordance with the neighborhood compatibility provisions as follows:

(1) Number of Overnight Guests.

- a. The total number of adults occupying a dwelling unit in a Short-Term Rental may not exceed the lesser of (i) two (2) adults per bedroom, plus two (2) additional adults, or (ii) eight (8) adults.
- b. Children under the age of 12 years shall not be considered as an adult for calculation purposes and children over the age of 12 years shall be considered as an adult for calculation.

(2) Parking.

- a. Parking for Short-Term Rentals shall comply with all applicable residential parking provisions as described in Chapter 17 (Traffic) and Article 17.04 (Parking, Stopping or Standing) of this Code.
- b. Short-Term Rentals shall not create excessive traffic or an unreasonable parking congestion.
- c. All vehicles shall be parked in designated parking areas, and parking is prohibited in any water-permeable or landscaped area.
- d. On-street parking shall not to exceed two (2) vehicles for more than a 24-hour period.

(B) *Advertising.* All advertisements for any Short-Term Rental Property must reference this Article 11.06 and state the valid Short-Term Rental License number issued hereunder for the property.

- (C) *Special Events Prohibited.* Weddings, corporate events, commercial functions, commercial meetings, parties, and other similar events which have the potential to cause traffic, parking, noise, or other impacts to the neighborhood are prohibited and may not be allowed as part of any Short-Term Rental operation. A written prohibition against the use of a Short-Term Rental for these purposes shall be included in every advertisement, listing, or other publication offering the premises for rent.
- (D) *Noise.* All occupants, guests, and hosts shall comply with the City noise ordinance, Chapter 13 (Offenses and Nuisances), Article 13.03 (Noise).
- (E) *Local Representative.* A Local Representative shall be available by telephone at all times during the Short-Term Rental period, shall return telephone calls from any enforcement agent identified in section 11.06.004 of this Short-Term Rental Ordinance within fifteen (15) minutes of receiving a voice mail from said enforcement agent, and shall, if required by the enforcement agent, report to the property within one (1) hour of such a request by an enforcement agent.
- (F) *Occupant information sheet.* A tenant information sheet shall be conspicuously posted in all Short-Term Rental Properties, setting forth basic standards of conduct, including but not limited to:
- (1) the name, email address and telephone number of the designated Local Representative;
 - (2) the maximum occupancy limit;
 - (3) noise, parking and littering restrictions and notice that failure to conform to the City's noise, parking, and littering regulations may result in police intervention and criminal prosecution;
 - (4) trash and solid waste collection information, including collection dates and trash container placement regulations; and
 - (5) other useful information about the surrounding community.
- (G) *Outside Posted Contact Requirement.* There shall be posted on the front door, or within one (1) foot of the front door at a location visible to any visitor to the property a document being at least 8.5" x 11" in size and containing in print no smaller than 16-point font-size the following information written in English:
- (1) the Short-Term Rental License number; and
 - (2) the names and telephone numbers of the Owner, Local Representative and any other person available at all times during the Short-Term Rental period.

Sec. 11.06.011 – Violations – Criminal Offense, Affirmative Defenses, Penalties

- (A) *Violations and offense.*

- (2) No person may violate any provision of this Article, including Hosts, Owners, Property Managers, Short-Term Renters, and Occupants of the Short-Term Rental Property.
 - (3) A person commits an offense if he/she acts in the capacity of a Host, Owner, or Property Manager without a valid License issued under this Article.
 - (4) A Host, Property Manager, or an Owner commits an offense if he/she rents, leases, or allows another to occupy Short-Term Rental Property that has not passed a City inspection, or does not have a valid License.
 - (5) A Host, Property Manager or Owner commits an offense if her/she rents, leases, or allows another to occupy Short-Term Rental Property for which a Local Representative is not available at all times during the Short-Term Rental period.
 - (6) A Local Representative commits an offense if he/she violates a provision of this Article.
 - (7) A Host, Property Manager, or an Owner commits an offense if he/she rents, leases, or allows another to occupy Short Term Rental Property after having been provided with notice of a cease-and-desist order issued by any City enforcement agent identified in section 11.06.004 of this Ordinance, which order requires vacating of the premises or repair or remediation of a condition that is a violation of this Article or which causes a public nuisance.
 - (8) No Host, Property Manager, or an Owner may prevent or impair an inspection under this Article, or actively and knowingly conceal, cover, or disguise any condition that is a violation of the minimum standards imposed by this Article.
- (B) *Affirmative defenses.* Notwithstanding all other sections of this Article, it will be an affirmative defense to a complaint if the defendant is able to establish that:
- (1) the rental property is a group home for elderly persons or persons with disabilities;
 - (2) the rental property is an assisted care facility, nursing home, hospital, clinic, or other facility providing medical, rehabilitation or healthcare; or
 - (3) the rental property is not used for residential purposes.
- (C) *Penalties.* 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. 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.

Sec. 11.06.012 – Appeals of administrative decisions for Short-Term Rentals

(A) *In general.* Administrative decisions of City officials made pursuant to this Article may be appealed to the City Manager or his/her designee in accordance with this Section.

(B) *Types of decisions that may be appealed.* Appeals of administrative decisions under this Article include, but may not be limited to:

- (1) denial of issuance of License;
- (2) revocation of License;
- (3) denial of reissuance of License; or
- (4) denial of reinstatement of License.

(C) *Process and procedures.*

(1) *Initiating an Appeal.*

- a. *Notice of appeal.* The appellant must file with the City Manager's Office a signed, written notice of appeal specifying the grounds for the appeal.
- b. *Fee.* Unless otherwise herein authorized, a notice of appeal must be accompanied by the required fee(s) as set in the City's Master Fee Schedule.
- c. *Appellate burden.* The appellant is responsible for establishing the administrative official's administrative decision being appealed is contrary to the applicable law or regulations. The appellant is responsible for establishing the administrative official's administrative decision is:
 - i. Contrary to the applicable law or regulations, or
 - ii. Incorrectly interprets or applies the applicable law or regulations; or
 - iii. In error because the provisions of the code, law, or rule do not fully apply; or
 - iv. No longer valid because the violations have been corrected, and there are no other grounds for the License to remain revoked.
- d. *Content of notice of appeal.* A notice of appeal shall be filed in writing and shall be signed by the Short-Term Rental Property owner and, if different, the appellant. A notice of appeal shall identify the following:

- i. The name, address, and telephone number of the appellant.
 - ii. The name of the original applicant if the appellant is not the original applicant.
 - iii. The name or title of the administrative official that issued the decision.
 - iv. The decision being appealed.
 - v. The date of decision being appealed.
 - vi. The reasons the appellant believes the decision is in error and does not comply with the requirements of this Article.
- e. *Deadline.* The completed appeal, which complies with the requirements of this Article, must be filed not later than the thirtieth (30th) day after the date the administrative decision is made. The date the administrative decision is made shall be considered Day Zero (0).
- f. *Acceptance and official filing of notice of appeal.* A notice of appeal is considered accepted and officially filed upon the City Manager's Office receipt before 5:00 p.m. on a business day during normal office hours. Any notice of appeal received at or after 5:00 p.m. on a business day or on Saturday, Sunday, or a holiday shall not be considered officially accepted and filed until the next business day following the date the information was received or entered. A notice of appeal shall not be considered accepted and officially filed unless it is accompanied by the required fee(s) as set in the City of Seagoville Master Fee Schedule.
- (2) *No stay of administrative decisions and proceedings.* The appeal does not stay enforcement of the decision appealed or any related proceedings while the appeal is pending.
- (3) *Scheduling of Public Hearing.* A public hearing on an appeal shall be scheduled not later than the thirtieth (30th) day after the date the appeal is officially filed with and accepted by the City Manager's Office.
- (4) *Hearing on Appeal.*
- a. At the hearing, the City Manager or his or her designee must determine the appeal based upon the evidence presented, including properly submitted records and comments, and must render a decision to:
 - i. Affirm; or
 - ii. Modify; or

- iii. Reverse the administrative official's order, requirement, decision, or determination from which an appeal is taken.

If modifying, the City Manager must issue the corrected order, requirement, decision, or determination, and for that purpose the City Manager, or his/her has the same authority as the administrative official.

- b. In order for the City Manager, or his or her designee, to grant an appeal modifying or reversing an administrative decision, in whole or in part, the City Manager or designee must:
 - i. Find the City staff's administrative decision is erroneous; and
 - ii. Provide a statement of grounds in support of the finding; and
 - iii. State what the City Manager or designee determines to be the correct interpretation of the matter at issue in the appeal.

(5) *Postponement, continuance, or adjournment of hearing without decision.* The City Manager or designee may also take actions, including but not limited to:

- a. Postpone holding the public hearing and consideration of the appeal to a later date so long as the appeal is decided not later than the sixtieth (60th) day after the date the appeal is accepted and officially filed; or
- b. Continue an opened public hearing and consideration of the appeal to a later date so long as the appeal is decided not later than the sixtieth (60th) day after the date the appeal is accepted and officially filed.

(6) *Decision.* The City Manager or designee's decision shall be final with respect to the matter presented in the appeal, only open to reconsideration by the City Manager or designee based upon application from the City Attorney's Office, in accordance with the same process and procedures of this section, that the City Manager or designee's findings are inconsistent with or violate the law."

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 27th DAY OF JUNE 2022.

APPROVED:

Dennis K. Childress, Mayor

APPROVED AS TO FORM:

ATTEST:

Victoria W. Thomas, City Attorney
(061722vwtTM129895)

Kandi Jackson, City Secretary

Regular Session Agenda Item: 8

Meeting Date: June 27, 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 Short-Term Rental 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 a Short-Term Rental Licensing Ordinance, establishing a process for licensing and inspection of Short-Term Rental Properties. The Short-Term Rental Licensing Ordinance calls for the setting of various fees associated with the processes provided for therein.

FINANCIAL IMPACT:

\$2,317.00

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution – Amending Master Fee Schedule to provide for Short-Term Rentals
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 SHORT-TERM RENTAL 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 a Short-Term Rental Licensing Ordinance, establishing a process for licensing and inspection of Short-Term Rental Properties; and

WHEREAS, the Short-Term Rental Licensing Ordinance calls for the setting of various fees associated with the processes provided for therein; 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 for Building Inspection/Code Enforcement/Heath:

A. Under “Licenses”

- | | |
|--|----------|
| 1. Short-Term Rental Annual License Fee | \$150.00 |
| 2. Short-Term Rental License Reissue/Replacement Fee | \$ 25.00 |
| 3. Appeal of Administrative Decision under Short-Term Rental Licensing Ordinance | \$250.00 |

B. Under “Inspections:

- | | |
|--|----------|
| Short-Term Rental Dwelling Unit Inspection | No Fee |
| Short-Term Rental Dwelling Unit Reinspection | \$175.00 |

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 27th day of June, 2022.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY
(061722vwtTM130194)

EXHIBIT “A”
[Master Fee Schedule]

CITY OF SEGOVILLE 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 |
| Non-Resident Annual Fee Effective 03/29/2022 | Annually | | \$ 20.00 | |
| 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 |
| MISCELLANOUS CHARGES | | | | |
| Faxing | Per page | 5/16/2022 | \$ 0.50 | |
| 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 2021-2022
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 |
| LICENSES - Effective 03/29/2022 | | | | |
| Multi-family License Application and Renewal Fee - Annual Fee | | | \$ 100.00 | |
| Complex of 1 to 150 units | | | \$ 200.00 | |
| Complex of 151 to 350 units | | | \$ 300.00 | |
| Complex of 351 units and over | | | | |
| INSPECTIONS - Effective 03/29/2022 | | | | |
| Per Unit or Common Area: | | | No Fee | |
| Multi-family License inspection | | | \$ 175.00 | |
| Multi-family License inspection 1st re-inspection | | | \$ 225.00 | |
| Multi-family License 2nd re-inspection | | | | |
| 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 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 | | | | |
| 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 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 | | | | |
| HEALTH | | | | |
| Nursing Home Dietary Department | Annually | \$ 275.00 | \$ - | \$ 275.00 |
| Day Care Center | Annually | \$ 275.00 | \$ - | \$ 275.00 |
| Convenience Store, packaged groceries only | Annually | \$ 275.00 | \$ - | \$ 275.00 |
| Convenience Store, deli | Annually | \$ 200.00 | \$ - | \$ 200.00 |
| Grocery Store | Annually | \$ 350.00 | \$ - | \$ 350.00 |
| Grocery Store with meat market | Annually | \$ 275.00 | \$ - | \$ 275.00 |
| Grocery Store with deli | Annually | \$ 200.00 | \$ - | \$ 200.00 |
| Temporary Food Service, three day maximum | For Profit Organization | \$ 100.00 | \$ - | \$ 100.00 |
| Temporary Food Service, three day maximum | Non-Profit Organization | \$ 25.00 | \$ - | \$ 25.00 |
| Restaurant | Annually | \$ 275.00 | \$ - | \$ 275.00 |
| Flea Market Food Vendor | Annually | \$ 225.00 | \$ - | \$ 225.00 |
| Mobile Food Vendor | Annually | \$ 125.00 | \$ - | \$ 125.00 |
| Entertainment Center with Concession | Annually (Theater, roller rink, etc.) | \$ 200.00 | \$ - | \$ 200.00 |
| Bed and Breakfast | Annually | \$ 150.00 | \$ - | \$ 150.00 |
| Bed and Breakfast with food service | Annually | \$ 250.00 | \$ - | \$ 250.00 |
| Food Safety Manager Certification Registration from the City of Seagoville | 5 Years | \$ 35.00 | \$ - | \$ 35.00 |
| Replacement of lost Food Manager Certificate | | \$ 10.00 | \$ - | \$ 10.00 |
| Administrative fee for all establishments | Does Not Apply to Temporary Food Vendors | \$ 50.00 | \$ - | \$ 50.00 |
| Plan review for a fixed facility for all new permitted establishments | | \$ 100.00 | \$ - | \$ 100.00 |
| Off-Premise Beer/Wine Sales | 2 years | \$ 60.00 | \$ - | \$ 60.00 |
| Seasonal Permit | Non-profit Organization | \$ - | \$ - | \$ - |
| Seasonal Permit | Profit Organization | \$ - | \$ 125.00 | \$ 125.00 |

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

TABLE NO. 1A BUILDING PERMITS FEES FOR COMMERICAL

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

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

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

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2021-2022
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: 9

Meeting Date: June 27, 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: 10

Meeting Date: June 27, 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