



**SEAGOVILLE, TEXAS  
CITY COUNCIL MEETING AGENDA  
MONDAY, AUGUST 15, 2022**

**City Council Chambers, City Hall  
702 N. Hwy 175  
Seagoville, Texas 75159**

**WORK SESSION – 6:30 P.M.**

**Call to Order**

- A. Discuss regular session agenda items**
- B. Receive Public Works Presentation**

**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 August 1, 2022 (City Secretary)**

**REGULAR AGENDA-**

- 2. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving the terms and conditions of Municipal Solid Waste Collection Contract between the City of Seagoville and Frontier Texas Ventures I, LLC for the collection, transportation and disposal of solid waste for a five year term commencing February 1, 2023 and authorizing the City Manager to execute said agreement; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing for an effective date (Director of Health)**
  
- 3. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute a Chapter 380 Grant Agreement with TSHH, LLC, in substantially the form of the agreement attached as Exhibit "1" and providing an effective date (City Attorney)**
  
- 4. Receive presentation on applications from Chamber of Commerce in support of their request for FY 2023 funding for community events from the City's hotel/motel tax (Finance Director/Chamber Director)**
  
- 5. Presentation of the calculated no-new revenue (NNR), Voter Approved (VA) and de minimus tax rates and the Proposed Budget for the City of Seagoville's Fiscal Year 2023 (Finance Director)**
  
- 6. Discuss and consider approving a Resolution of the City of Seagoville, Texas, accepting the 2022 Certified Tax Roll of Dallas Central Appraisal District and Kaufman County Appraisal District and providing for an effective date (Finance Director)**
  
- 7. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, accepting the proposed property tax rate for fiscal year 2022-2023; and providing for the publication as provided by the Texas property tax code (Finance Director)**
  
- 8. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**
  
- 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.**

**Adjourn**

Posted Friday, August 12, 2022, by 5:00 P.M.

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



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

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

**DATES TO REMEMBER**

- **Monday, August 29, 2022, Budget City Council Meeting**
- **Monday, September 12, 2022, Regular City Council Meeting**
- **Monday, September 19, 2022, Regular City Council Meeting**
- **Monday, October 3, 2022, Regular City Council Meeting**

## *Consent Session Agenda Item: 1*

**Meeting Date:** August 15, 2022

**ITEM DESCRIPTION:**

Consider approving City Council Meeting Minutes for August 1, 2022.

**BACKGROUND OF ISSUE:**

Approve City Council Meeting Minutes for August 1, 2022.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

August 1, 2022, Work Session Meeting Minutes  
August 1, 2022, Regular Session Meeting Minutes



**MINUTES OF CITY COUNCIL  
WORK SESSION  
AUGUST 1, 2022**

**The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, August 1, 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	Absent
Rick Howard	Councilmember	
Mike Fruin	Councilmember	
Jon Epps	Councilmember	Absent

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Health Director Mamata Bhandari, Planner Bill Medina, Firefighter Cody Lee, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**A. Discuss Regular Session Agenda Items**

**B. Receive a Fire Department Presentation**

*Firefighter Lee presented the Balch Springs Mutual Aid Fire.*

**C. Receive a Community Development Presentation**

*Community Development Director Barr presented the Development Update.*

**Adjourned at 7:36 p.m.**

**APPROVED:**

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

**ATTEST:**

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



**MINUTES OF CITY COUNCIL  
REGULAR SESSION  
AUGUST 1, 2022**

**The Regular Session of the City Council of the City of Seagoville, Texas, was called to order at 7:45 p.m. on Monday, August 1, 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	Absent
Rick Howard	Councilmember	
Mike Fruin	Councilmember	
Jon Epps	Councilmember	Absent

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Health Director Mamata Bhandari, Planner Bill Medina, Firefighter Cody Lee, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**Invocation** – *Invocation was led by Mayor Pro Tem 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.*

*Tim Wilkins at 1311 Bryan Place thanked Council for their hard work. He provided pictures of his carport and expressed his concerns about the carport Ordinance.*

**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 July 18, 2022, and July 25, 2022 (City Secretary)**

*Motion to approve City Council Meeting Minutes for July 18, 2022, and July 25, 2022 – Magill, seconded by Howard; motion passed with all ayes. 3/0*

**REGULAR AGENDA-**

**2. First Reading – Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Campbell Creations, L.L.C., a Texas Limited Liability Company, as reflected in terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)**

*Mayor Childress read the Resolution caption for the Economic Development Project between the Seagoville Economic Development Corporation and Campbell Creations, L.L.C., a Texas Limited Liability Company.*

**3. Conduct an interview with a board & commission applicant for appointment (City Secretary)**

*City Secretary Jackson stated Place 6 on the Planning & Zoning Commission is vacant, and Mrs. Cheri Childress applied to fill that vacancy. She also stated Mrs. Childress passed the background check in accordance with Ordinance No. 24-2019.*

*Motion to appoint Cheri Childress to Place 6 on the Planning and Zoning Commission – Fruin, seconded by Howard; motion passed with all ayes. 3/0*

**4. Direct Staff concerning the first Council Meeting in September 2022 (City Secretary)**

*City Secretary Jackson stated the first Council Meeting in September 2022 falls on the Labor Day Holiday, and Staff is seeking direction from Council concerning that meeting.*

*City Council directed Staff to reschedule the meeting for Monday, September 12, 2022.*

**5. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving the terms and conditions of an Interlocal Agreement between the City of Seagoville and Dallas County on behalf of Dallas County Health and Human Services for Food Establishment Inspections and Environmental Health Services for Fiscal Year 2022-2023 and authorizing the City Manager to execute said agreement; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing for an effective date (Director of Health)**

*Health Director Bhandari stated this Interlocal Agreement between the City of Seagoville and Dallas County provides coverage if she is out of the office. It also provides for mosquito spraying.*

*Motion to approve a Resolution of the City of Seagoville, Texas, approving the terms and conditions of an Interlocal Agreement between the City of Seagoville and Dallas County on behalf of Dallas County Health and Human Services for Food Establishment Inspections and Environmental Health Services for Fiscal Year 2022-2023 and authorizing the City Manager to execute said agreement; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing for an effective date – Fruin, seconded by Magill; motion passed with all ayes. 3/0*

**6. Conduct a public hearing on a request amending the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from “LM” Light Manufacturing to “LM-SUP” Light Manufacturing with a Special Use Permit to allow for outside storage, subject to special conditions on approximately 4.182 ± acres, being described as Lot 5, Block A of the Mechtech Subdivision, within the Herman Heider Survey, Abstract No. 541, commonly known as 316 W. Simonds Road, Seagoville, Dallas County, Texas (Planner)**

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

*Planner Medina explained this Ordinance approves a zone change from “LM” Light Manufacturing to “LM-SUP” Light Manufacturing with a Special Use Permit to allow for outside storage, subject to special conditions on approximately 4.182 ± acres at 316 W. Simonds Road.*

*Councilmember Fruin asked about the toxic possibility for the residents of the materials in case of a fire at this location. Community Development Director Barr stated the facility's location is in a Light Manufacturing area which does not have many residential properties nearby.*

*In response to a question by Mayor Pro Tem Magill, Community Development Director Barr stated the Fire Department visits the location and is aware of the materials on-site in case of a fire.*

*Mayor Childress closed the public hearing at 8:07 p.m.*

**7. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from "LM" Light Manufacturing to “LM-SUP” Light Manufacturing with a Special Use Permit to allow for outside storage, subject to special conditions on approximately 4.182± acres being described as Lot 5, Block S of the Mechtech subdivision, within the Herman Heider Survey, Abstract No. 541, commonly known as 316 W. Simonds Road, Seagoville, Dallas County Texas; providing for special conditions; providing for the repeal of all Ordinances in conflict; 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 an effective date (Planner)**

*Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from "LM" Light Manufacturing to "LM-SUP" Light Manufacturing with a Special Use Permit to allow for outside storage, subject to special conditions on approximately 4.182± acres being described as Lot 5, Block S of the Mechtech subdivision, within the Herman Heider Survey, Abstract No. 541, commonly known as 316 W. Simonds Road, Seagoville, Dallas County Texas; providing for special conditions; providing for the repeal of all Ordinances in conflict; 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 an effective date – Magill. Councilmember Fruin stated he would like to amend the Ordinance to add a requirement for the business to notify the Fire Department of any change in the stored materials.*

*Mayor Pro Tem Magill stated he would like to amend his motion to add the requirement stated by Councilmember Fruin, seconded by Fruin; motion passed with all ayes. 3/0*

**8. Second Reading – Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Campbell Creations, L.L.C., a Texas Limited Liability Company, as reflected in terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)**

*City Attorney Thomas explained the project and agreement.*

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Campbell Creations, L.L.C., a Texas Limited Liability Company, as reflected in terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date – Magill, seconded by Fruin; motion passed with all ayes. 3/0*

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

*Councilmember Fruin stated he would like to thank the City Council and Staff for moving the city forward.*

**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.**

*Mayor Pro Tem Magill stated in light of the fire in the City of Balch Springs; he would like an item to discuss requiring wood fences that are installed to be treated with flame retardant materials. He also stated he would like an item to look at the carport Ordinance to accommodate citizens to protect their property.*

**Adjourned at 8:16 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary

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

**Meeting Date: August 15, 2022**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving the terms and conditions of Municipal Solid Waste Collection Contract between the City of Seagoville and Frontier Texas Ventures I, LLC for the collection, transportation and disposal of solid waste for a five year term commencing February 1, 2023 and authorizing the City Manager to execute said agreement; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing for an effective date.

### **BACKGROUND OF ISSUE:**

The City has found and determined that the public health and safety of the City will be promoted and preserved by establishing an arrangement for the collection, transportation, and disposal of solid waste kept and accumulated in residential and multi-family neighborhoods. The contractor is engaged in the business of collection and recycling of solid waste and is familiar with the requirements of the city and its solid waste services. The contractor desires to operate and maintain the service of collection and transportation of residential garbage and trash, residential recycling, and commercial and industrial wastes subject to the terms of this contract. The successful contractor shall be responsible to reimburse the City for the development of this Request for Proposal (“RFP”) and contract documents. The estimated costs to be incurred by City are \$39,940, however, the actual amount incurred through the time of award of the contract will constitute the amount to be reimbursed. The reimbursement shall take place within the first thirty (30) days of the start of the contract.

### **FINANCIAL IMPACT:**

The cost for solid waste collection will be approved in the FY2023 budget.

### **RECOMMENDATION:**

Staff recommends the approval of this resolution.

### **EXHIBITS:**

Resolution  
Contract  
Presentation – recommendation

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

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF MUNICIPAL SOLID WASTE COLLECTION CONTRACT BETWEEN THE CITY OF SEAGOVILLE AND FRONTIER TEXAS VENTURES I, LLC FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE FOR A FIVE YEAR TERM COMMENCING FEBRUARY 1, 2023 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, through a competitive process in accordance with state law, City Council has determined that Contractor provides the best value for Solid Waste services for residents; and

**WHEREAS**, the City Council for the City of Seagoville, Texas desires to enter into the terms and condition of municipal solid waste collection; and

**WHEREAS**, City has found and determined that the public health and safety of City will be promoted and preserved by establishing an arrangement for the collection, transportation, and disposal of Solid Waste kept and accumulated by residential and multi-family neighborhoods; and

**WHEREAS**, Contractor is engaged in the business of collection and Recycling of Solid Waste and is familiar with the requirements of City and its Solid Waste services; and

**WHEREAS**, Contractor desires to operate and maintain the service of collection and transportation of residential of garbage and trash, residential recycling and commercial and industrial wastes subject to the terms of this Contract; and

**WHEREAS**, the successful Contractor shall be responsible to reimburse City for the development of the RFP and contract documents associated with City's solid waste services. The estimated costs to be incurred by City are \$39,940, however, the actual amount incurred through the time of award of the contract will constitute the amount to be reimbursed. The reimbursement shall take place within the first thirty (30) days of the start of the contract; and

**WHEREAS**, the City Council for the City of Seagoville, Texas has reviewed the Municipal Solid Waste and Recyclable Materials Collection, Transportation, Disposal, and Processing Agreement (the "contract") and has determined it to be in the best interest of the City of Seagoville to enter into said Agreement.

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

**SECTION 1.** The City Council hereby approves the terms and conditions of the Municipal Solid Waste and Recyclable Materials Collection, Transportation, Disposal, and Processing Agreement (the “contract”), a copy of which is attached hereto and incorporated herein as Exhibit “A”, with Frontier Texas Ventures I, LLC, a Delaware limited liability company duly registered and qualified to do and doing business in the State of Texas (hereinafter called “Contractor”) and the City Manager is hereby authorized, on behalf of the City of Seagoville, Texas to sign said Agreement.

**SECTION 2.** All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of this resolution, 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 RESOLVED** by the City Council of the City of Seagoville, Texas, this the 15<sup>th</sup> day of August 2022.

**APPROVED:**

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DENNIS K CHILDRESS, MAYOR

**ATTEST:**

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KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

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VICTORIA THOMAS, CITY ATTORNEY  
(081022vwtTM130946)

**MUNICIPAL SOLID WASTE COLLECTION,  
TRANSPORTATION AND DISPOSAL AGREEMENT**

**(Residential, Commercial, Industrial, and Recycling)**

This Solid Waste and Recyclable Materials Collection, Transportation, Disposal, and Processing Agreement (the "Contract"), is entered as of the Effective Date by and between City of Seagoville, Texas, a Texas home rule municipality (hereinafter called "City"), and Frontier Texas Ventures I, LLC, dba Frontier Waste Solutions, a Delaware limited liability company qualified to do and doing business in the State of Texas (hereinafter called "Contractor"), acting by and through their duly qualified representatives. (City and Contractor collectively referred to herein as "Parties" and individually as "Party.")

**RECITALS**

**WHEREAS**, City has found and determined that the public health and safety of City will be promoted and preserved by establishing an arrangement for the collection, transportation, and disposal of Solid Waste kept and accumulated by residential and multi-family neighborhoods; and

**WHEREAS** Contractor is engaged in the business of collection and Recycling of Solid Waste and is familiar with the requirements of City and its Solid Waste services; and

**WHEREAS**, City has determined Contractor to be qualified to carry out the terms of this Contract upon the terms and conditions and for the consideration hereinafter provided; and

**WHEREAS**, through a competitive process in accordance with state law, City Council has determined that Contractor provides the best value for Solid Waste services for City residents; and

**WHEREAS**, City, therefore, desires to grant to Contractor the right to operate as the sole provider, to the limits allowed by State law and by City ordinance(s), for City-provided services of collection, transportation, and disposal of residential, commercial, and industrial garbage and trash, and recycling, subject to the terms of this Contract; and

**WHEREAS** Contractor desires to operate and maintain the service of collection and transportation of residential garbage and trash, residential recycling, and commercial and industrial wastes subject to the terms of this Contract.

**WHEREAS** The successful Contractor shall be responsible to reimburse City for the development of this RFP and contract documents. The estimated costs to be incurred by City are \$39,940, however, the actual amount incurred through the time of award of the contract will constitute the amount to be reimbursed. The reimbursement shall take place within the first thirty (30) days of the start of the contract.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereto agree as follows:

**I. INCORPORATION OF RECITALS; CONTRACT DOCUMENTS**

1.1 The above recitals are accepted as part of this contract for all purposes.

1.2 The "Contract Documents" governing the obligations of the Parties shall consist of (a) this Contract, and all Exhibits and exhibits attached hereto, (b) the Request for proposal ("RFP") document, and (c) Contractor's Proposal submitted in response to City's RFP (Request for Proposals) for Solid Waste Services. In the event of conflict between these documents, they shall control in the order listed here with this Contract having the highest precedence.

## II. DEFINITIONS

The words and phrases used in this Contract shall have the following meanings unless the context indicates a different definition. If the definitions provided herein differ from those in the most current version of City of Seagoville's Solid Waste Ordinance now or in the future, the Ordinance shall prevail.

**"Bag"** means a plastic sack designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top

**"Brush"** means any cuttings or trimmings from trees, shrubs, lawns, and similar materials. To be considered brush, limbs should not exceed four (4) feet in length and not exceed four (4") in diameter. No bags, bundles, or containers shall exceed forty (40) pounds in total weight. The term "Brush" specifically **excludes debris resulting from services of a Commercial Service Provider.**

**"Bulky Waste"** means large rubbish items including but not limited to White Goods, bicycles, furniture, rugs, mattresses, televisions, fence material, auto parts, and other similar oversized items which are customary to ordinary housekeeping operations of a Residential Unit.

**"Cart"** means a 95-gallon plastic receptacle issued by Contractor to Residents, equipped with wheels, handles, and a tight-fitting cover, designed for automated waste collection vehicles. Separate carts are used and issued for recycling and for trash collection and disposal. The weight of a Cart and its contents shall not exceed approximately 170 lbs.

**"City"** means City of Seagoville, Texas.

**"Collection"** means the act of removing Refuse, Brush, and Bulky Waste for transport to a Disposal Facility, and the act of removing Recyclables for transport to a Recycling Facility.

**"Collection Area"** means that portion of City in which Contractor provides collection services as described in the RFP.

**"Commercial Unit"** means a commercial business or establishment, including, but not limited to, a store, offices, restaurant, warehouse, and other nonmanufacturing facility, premises, location, or entity, public or private, within the corporate limits of City.

**"Commercial Waste"** means all types of Solid Waste generated by Commercial Units, excluding Residential Waste and Industrial Waste.

**"Commercial Service Provider"** means a commercial business enterprise that provides tree limb cutting and removal, or complete tree and stump removal services.

**"Compactor Unit"** means a mechanical unit that receives, compacts, and reduces the volume of municipal waste, refuse, or garbage, whether stationary or mobile.

**"Construction and Demolition Debris" – Is excluded from this contract and** means non-compatible waste building materials resulting from construction, remodeling, repair, or demolition operations at a Residential Unit, Municipal Facility, or large commercial and industrial unit, including but not limited to carpet, cartoons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber, and wood products. Construction debris does not include Hazardous Waste.

**"Container"** means a receptacle with a capacity of at least 18 gallons but not greater than 96 gallons, constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting, the mouth of which has a diameter greater than or equal to that of the base.

**"Contract Administrator"** means the City Manager or his designee responsible for actively interacting with Contractor to achieve the Contract's objectives; monitoring the Contract to ensure Contractor compliance; receiving and maintaining Contractor reports; addressing Contract related problems on behalf of City; incorporating necessary modifications or changes into the Contract; mediating and expediting timely resolution of customer /Contractor issues, and other duties necessary to implement the Contract.

**"Contractor"** means the person or business entity who enters into the Contract with City to perform the services described in the Contract Documents.

**"Curbside"** means within 3 feet of the curb that provides primary access to the Unit as designated by City unless such placement interferes with or endangers the movement of vehicles or pedestrians.

**"Customer"** means the owner or tenant of a Residential Unit, Commercial Unit, and/or Industrial Unit, as the case may be, located within City, and identified by City as being eligible for and in need of the services provided by Contractor under the Contract.

**"Detachable Container"** (also referred to as "dumpster") means a watertight, all-metal Container, equipped with a tight-fitting metal or plastic cover, and plugged to prevent drainage of leachate. The term shall also apply to Containers of larger sizes (i.e., "roll-offs").

**"Disposal Facility"** means a duly permitted sanitary landfill selected by Contractor for the disposal of the Waste, Brush, and Bulky Waste collected by Contractor from City during the Contract Term. All Waste Materials collected within City under this contract shall be deposited at any Disposal Facility properly authorized by the State. Contractor shall negotiate directly with the owner of the Disposal Facility for permission to use the Disposal Facility and Contractor shall bear all disposal costs and other related expenses.

**"Disaster Event"** means an event or occurrence, such as but not limited to wildfires, storms, floods, fires, tornados, earthquakes, etc., determined by City to have caused widespread destruction and distress. A Disaster Event will be formally declared by the Mayor of City.

**"Disaster Debris"** means Waste Materials, including building materials, sediments, vegetative debris, personal property, and other materials resulting from a Disaster that are generated by any sector affected by a Disaster (e.g., households, businesses, government, etc.)

**"Disaster Management Plan"** means The Contractor's operational policies and procedures that will be implemented to collect, remove, and properly dispose of Disaster Debris when an event or occurrence is determined by City to be a Disaster Event, and when Contractor is selected to provide such additional services as those with rates in Tab 8 of the RFP.

**"Excluded Waste"** means waste that is excluded from this Contract. Excluded Waste is all Large Dead Animals, Hazardous Waste, offal waste, stable matter, vegetable waste, construction debris, and Special Waste.

**“Garbage”** means Municipal Solid Waste (MSW) consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

**“Generator”** means a person or municipality that produces or creates Municipal Solid Waste.

**“Hazardous Waste”** means any Solid Waste identified or listed as hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. S6901, et, seq., as amended.

**“Industrial Unit”** means an industrial business or establishment, including manufacturing facilities, premises, locations, or entities, public or private, within the corporate limits of City.

**“Large Dead Animals”** are excluded from this contract and means animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

**“Medical Waste”** means Waste generated by healthcare-related facilities and associated with healthcare activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions).

**“Municipal Solid Waste (MSW)”** means wastes consisting of everyday items such as product packaging, grass clippings, furniture, clothing, bottles and cans, food scraps, newspapers, appliances, consumer electronics, and batteries. These wastes come from homes; institutions such as schools and hospitals; and commercial sources such as restaurants and small businesses. Municipal Solid Waste does not include municipal wastewater treatment sludges, industrial process wastes, automobile bodies, combustion ash, or construction and demolition debris. The term does not include source-separated recyclable materials.

**“Non-Recyclables”** means any materials in the Single Stream Materials or Recyclables that are not Recyclables.

**“Offal Waste”** is excluded from this contract and means waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants, and fertilizer plants.

**“Performance Bond”** means a corporate surety bond that guarantees compensation to City if it must assume the obligations and/or duties of Contractor to continue the service as defined by the Contract’s Specifications.

**“Permit”** means a permit issued by the State of Texas to operate a municipal solid waste landfill or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit reissuance, and permit renewal.

**“Poly Cart”** means a 95-gallon poly cart plastic container, provided by Contractor or Customer, clearly marked for MSW or Recycling, equipped with wheels, handles, and a tight-fitting cover, capable of being mechanically unloaded into Contractor’s collection vehicles. The terms “Cart” and “Wheeled Container” shall be considered interchangeable.

**“Processing”** means recycling of Single Stream Materials at a properly permitted Recycling Facility.

**“Recyclable Material** means a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the party abandoning or disposing of such material. Residential Recyclables include, but are not limited to, juice boxes, glass containers (clear, brown, green), tin-steel cans, paper board, cardboard, magazines, aluminum cans, newspapers, junk mail, phone books, office paper, and plastics all codes (#1 through #7, except for # 6, which is Styrofoam products).

**“Recycle” or “Recycling”** means the collection, separation, recovery, and sale or reuse of metals, glass, paper, leaf waste, plastics, and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste and creation and recovery of reusable materials other than a fuel for the operation of energy.

**“Recycling Facility”** means a facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "Recycling Facility" shall not mean transfer stations, municipal solid waste landfills, composting facilities, or resource recovery facilities.

**“Refuse”** means the same as Rubbish.

**“Residential Curbside Recycling”** means the collection of Recyclable Materials placed by Customers residing in Single-Family Structures Curbside for collection, the delivery of such materials to a Recycling Facility, and the subsequent recycling of the collected materials.

**“Residential Unit”** means a residential dwelling occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately, as a Residential Unit. For purposes of this contract, a Residential Unit shall include a generator at a small commercial business whose garbage and rubbish is placed in not more than one 95-gallon container per collection day, including but not limited to offices, stores, service stations, restaurants, amusement centers, schools, churches, etc. located within the boundaries of City.

**“Residential Waste”** means all Refuse, Garbage, Rubbish, Brush, Bulky, and other Solid Waste generated by a Customer at a Residential Unit.

**“Roll-off Container”** means a Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20, 30, or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of pickup and transport to a Municipal Solid Waste Landfill by loading of the Container onto the rear of transporting

vehicle, but excluding a Stationary Compactor.

**“Rubbish”** means non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

**“Senior Customer”** means a household that meets the criteria as determined by City to qualify for a monthly discount on the monthly residential collection bill.

**“Small Business Garbage Generator”** means a commercial business, which generates no more than one (1) cubic yard of Solid Waste per week.

**“Solid Waste”** means garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include: a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26; b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or re-pressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, SS6901 et seq.), or d) Unacceptable Waste.

**“Stable Matter”** is excluded from this contract and means all manure and other waste matter normally accumulated in or about a stable, or any animal, livestock, or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

**“Special Waste”** is excluded from this contract and means Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in a bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of a chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".

**“Unacceptable Waste”** means any Waste, the acceptance, and handling of which by Contractor would cause a violation of any permit, or any legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

**“Unusual Accumulation”** means any Residential Unit Waste placed curbside for collection which does not meet the specifications defined by this Agreement for regular garbage, bulky waste, and brush waste. Contractor has the right to take photographic evidence of Unusual Accumulations, and the option to provide for the collection of Unusual Accumulations for a fee after inspection and pricing by Contractor supervision.

**“Vegetable Waste”** is excluded from this contract and means putrescible solid waste resulting from the processing of plants for food by a commercial establishment such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

**“Waste”** or **“Waste Materials”** means all Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to the Contract. The term "Waste" specifically excludes Unacceptable Waste.

**“White Goods”** means refrigerators that have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

### III. GRANT OF CONTRACT AND FRANCHISE

**Grant of Contract and Franchise.** To the extent allowed by law, and conditioned upon timely payment by Contractor of the annual fee required by section 19.02.061 of the City of Seagoville Code of Ordinances, City hereby grants to Contractor:

- (a) the sole right, duty, and privilege within City's Limits to conduct business for the purpose of collection and transportation, disposal and/or Processing of Waste Materials, Construction and Demolition Debris, and Recyclable Materials during the Term of this Contract from all Residential, Commercial and Industrial Customers located within City's incorporated limits; with the exceptions listed below; and
  - 1) A person may haul garbage, refuse, or recyclables, originating within his family dwelling unit to an approved disposal facility, providing his means of conveyance is approved by the department of environmental health as being sanitary and of a type that will prevent the spilling or leakage of its contents, littering and the emanation of disagreeable odors; and
  - 2) City may authorize the collection, removal, and disposal of all solid waste under such terms, conditions, and limitations deemed necessary in the event of a Force Majeure event or in the interest of preserving the immediate public health, safety, and welfare
- (b) The sole right, duty, and privilege to collect Waste Materials and Recyclable Materials during the Term of this Contract from all Municipal Facilities.

#### IV. CONTRACT TERM

- 4.1 **Initial Term.** The Initial Term of the Contract shall commence on February 1, 2023 (the “Commencement Date”) and shall end on January 31, 2028 (the “Expiration Date”), unless otherwise terminated earlier as provided herein.
- 4.2 **Extension Term.** City may extend the Initial Term for one (1) additional five (5) year term (the “Extension Term”) upon the same terms and conditions as stated herein. Notice of intent to extend must be given in writing by City to Contractor on or before November 1, 2027, to be effective.

#### V. RATES

- 5.1 **Base Rates.** Contractor is authorized to charge and shall receive from City, the rates set forth on EXHIBIT A attached hereto and incorporated herein by reference (“Base Rates”). The Base Rates are subject to adjustment as outlined in Section “Modification of Rates” below.
- 5.2 **Modification of Rates.** Base Rates charged by Contractor for services will remain fixed and will not be adjusted for changes in the CPI (hereinafter defined) until February 1, 2024. Commencing on February 1, 2024, continuing annually on each anniversary date of the Commencement Date of this Agreement, upon ninety (90) days’ notice to City, the Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983=100) (the C.P.I.) shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I, the parties hereto agree to substitute another equally authoritative measure of the change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. In any year where the adjustment would result in a downward adjustment, the adjustment shall be zero percent (0%).
- 5.3 **Regulatory Rate Adjustment.** Contractor may petition City at any time for additional payment rate adjustments on the basis of certain unusual and unanticipated changes in the cost of operations, including, but not limited to new or revised Federal or State laws, ordinances, or regulations that place a direct fee or tax per ton on municipal solid waste generated by City. The increase per month shall be calculated using the annual reported waste generation data per account in City. City shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the payment rates. If City shall fail to approve such requested increase within thirty (30) days after receipt of such request, Contractor shall have the right to terminate the Contract with 180 days’ written notice to City.

#### VI. SERVICE SPECIFICATIONS

- 6.1 **General/ Service Contracts.** The work to be performed by Contractor pursuant to this Contract consists of collection, transportation, and disposal, at its own expense, of Waste and Recyclable Materials collected from Residential Units, and Commercial Waste and Industrial Waste collected from Commercial Units and Industrial Units, within the corporate limits of City as the present and future boundaries exist, and the furnishing of all labor, methods or processes, tools, equipment and transportation necessary to meet the requirements of this Contract.
- 6.2 **Residential Solid Waste Collection.** Contractor will provide collection one time per week of Acceptable Waste with the Contractor supplying one 95-gallon poly cart per residence. All Residential collections shall be performed weekly. All materials to be collected shall be placed within the Cart. Collections shall be made from Residences on a regular Exhibit on the same day and at approximately the same time each week.
- Contractor is not responsible for collecting Carts weighing more than 170 pounds. Contractor shall collect Carts/Containers that are placed Curbside (exception being for Special Needs). Contractor shall be responsible for providing notice first to the Customer and then to City staff if it believes the cart is not prepared and/or located correctly by a Customer. However, City shall be the sole and final judge as to such conditions and locations.
- Collection of waste materials shall not start before 7:00 AM or continue after 7:00 PM on any day. Exceptions to collection hours shall be affected only upon the mutual agreement of City and Contractor and when Contractor reasonably determines that an exception is necessary to complete collection on an existing collection route due to unusual circumstances.
- Residential Unit and Municipal Facilities collection routes shall be established by Contractor. Contractor shall submit a map designating the Residential Unit and Municipal Facilities collection routes to City at least two (2) weeks in advance of the commencement date for such route collection activity. Contractor shall communicate route day changes via direct mailings at its own expense, a map of the Residential Unit collection routes of such size to clearly show all pertinent information. Contractor may from time to time make changes in routes or days of collection affecting Residential Units or municipal facilities provided such changes in routes or days of collection are submitted to City at least two (2) weeks in advance of the commencement date for such changes. Contractor shall properly give written notice to the affected Residential Units.

6.3 **Residential Collection not covered under the Base Rates-** The following are not covered under the Base Rates:

- A. The collection or disposal of Excluded Materials, and
- B. The collection or disposal of any increased volume resulting from a flood, hurricane, or similar or different Act of God over which the Contractor has no control. In the event of such a flood, hurricane, or other Act of God, Contractor and City may negotiate the work to be performed by the Contractor under the Disaster Management Plan provided by the Contractor, utilizing the rates for equipment, labor, and disposal rates provided in Exhibit A to this Contract.

6.4 **Residential Collection of Recyclable Materials.** Contractor shall provide one collection each week, on the same day that MSW is collected, of Recyclable Materials placed in the Residential Unit’s Contractor-supplied Recycling Cart. Contractor shall not be required to collect any Recyclable Materials from a Residential Unit that are not placed in that Residential Unit’s designated Recycling Container. Customers shall not overload the Recycling Container. Any Recyclable Materials at the curb not in the Recycling Container will be treated as trash.

6.5 **Changes in Recycling Market Conditions.** If market conditions develop that limit or inhibit Contractor from selling some or all of the Acceptable Recycling Material, Contractor may give written notice to City of (i) a need to redefine Acceptable Material and Unacceptable Materials, (ii) update the Processing facility’s Average Commodity Mix, (iii) suspend or discontinue any or all Recycling services, or (iv) dispose of Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Such actions may be reversed, upon approval from City, if market conditions dictate.

6.6 **RECYCLABLES** must be dry, loose (not bagged), un-shredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing, and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green	Magazines, glossy inserts, and pamphlets
Plastics not listed above including but not limited to those with symbols #3, #4, #7	Cartons, Aseptic Containers

**NON-RECYCLABLES** include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window, or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups, and pizza boxes	THIS SPACE IS BLANK
Expanded polystyrene and #6 plastics	Coat hangers
Glass and metal cookware/bake ware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags, or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension	Propane tanks, batteries

6.7 **Recycling Contamination Specifications.** Single-Stream Recyclable Materials collected within City and delivered by Contractor to the Recycling Facility may not contain more than 25% Non-Recyclables or Unacceptable Waste. For Recyclable Materials not meeting the specifications, over the allowable percentage City may pay a contamination charge for additional handling, processing, transporting, and/or disposing of Non-Recyclables.

A report of each non-conforming load detailing the composition of the load and including photographic evidence of the load will be provided to City within 24 hours of the load being transported to the Disposal Facility.

6.8 **Residential Brush/Bulk Collection:** Contractor will collect Brush and Bulky materials once per week on the same day the Residential Unit receives MSW and Recycling collection. The Brush and Bulky materials will be combined to determine the volume limitation. The Customer will be limited to three (3) cubic yards of material per collection. Limbs shall not exceed four (4) feet in length and not exceed six (6") in diameter and must be stacked at the curb in such a manner that an employee can reasonably and safely lift the material into the collection vehicle. This weekly collection specifically excludes debris resulting from the services of a Commercial Tree Service Provider.

6.9 **White Goods:** Appliances or "White Goods" such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner, and any other appliances containing refrigerants must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection. Contractor shall not be obligated by the Contract to accept refrigerators or other devices known to contain chloroflouro-carbons (CFCs) unless the Resident establishes that the item is free of CFCs by providing a written certification of CFC removal and may be lawfully disposed or recycled at Disposal Facilities. In the event the owner of a refrigerator or other device known to contain CFCs cannot be located and Contractor is asked to dispose of such by City, Contractor agrees to collect such item, evacuate the CFCs and dispose of it, and charge City for said service at the agreed-upon rate as cited in the Contract Cost Forms.

6.10 **Residential Unusual Accumulation Collection** When a Customer desires collection of more material than the weekly limit for MSW or Brush and Bulk, the Customer may request an Unusual Accumulations Collection for a fee. The fee will reflect a cost per hour for the vehicle, plus applicable disposal, and is reflected in Exhibit A hereto. Any additional fees that might be charged to a Customer for services that will be rendered over and above the requirements of the Contract will be determined after visual inspection by Contractor's supervisor, and such fees will be approved by the Customer prior to commencing work.

6.11 **Disaster Debris Collection** When City determines, for this Contract, that an event or occurrence is a Disaster Event, City may request Contractor to collect Disaster Debris placed for collection from Single Family Residential and City Facilities within the Collection Area. City may choose to utilize a third-party to provide this collection service and Contractor will have no recourse. If City opts to use the services of the Contractor to collect these additional materials resulting from the Disaster Event, City shall grant Contractor variances in routes and Exhibits, as deemed necessary.

6.12 **Residential Carts** Contractor agrees to provide one new Cart for Waste and one new Cart for Recyclable Materials to each Residential Unit a minimum of five (5) days prior to the commencement of services under this Contract (i.e., five days prior to the Commencement Date). Upon notice from City, the Contractor agrees to provide one new Cart for Waste and one new Cart for Recyclable Materials to new Residential Units constructed within City during the Term of the Contract (together, the "Carts"). New Carts will be provided with written instructions for proper use, including any Resident actions that may void manufacturer warranties, such as placement of hot ashes in the Cart. New Recycling Containers and replacement lids for existing Recycling Containers that have been damaged and need a replacement lid will have recycling guidelines heat molded on the top of the lid in a mutually agreeable place.

- (1) Contractor shall not be required to collect any Waste or Recyclable Materials that are not placed in the designated Cart, any Waste or Recyclable Materials from a Cart that is overloaded by weight or volume, or a Cart that is not properly placed Curbside.
- (2) The Carts shall remain at the location of the Residential Unit where delivered by Contractor. Should a Cart be lost or stolen from a Residential Unit, the Resident is to obtain a replacement Cart by contacting the Contractor directly. Where a replacement Cart is new, the Contractor shall assess a \$75.00 charge to the Resident, which the Resident is obligated to pay. If a Cart is damaged while at a Residential Unit, the Resident shall contact the Contractor directly to request a replacement Cart. Contractor shall replace a damaged Cart with a reconditioned Cart at no additional charge.

The Contractor will be responsible for promptly responding to requests from and delivering Carts to Residents who need a Cart replacement due to Cart damage. Contractor shall deliver a reconditioned Cart within (2) business days after notice by City or Customer/Resident. Reconditioned Carts must be cleaned prior to re-entry into the system and delivery to Residents. Damaged Carts shall be removed at the same time a reconditioned or replacement Cart is delivered.

6.13 **Special Needs Waste Placement for Collection Assistance:** If Contractor determines that all residents of a Residence are handicapped or due to age or verified physical limitations cannot safely move their Recycling Container and Waste Cart to the curb, Contractor personnel will collect the Carts at the side yard or garage door and return to the same place once emptied. All requests for collection assistance will be considered and decided by Contractor and then relayed by Contractor to City and Customer/Resident. City may override Contractor's determination and require Special Needs Collection Assistance for any Residence. The rate for the collection of Special Needs carts shall be the same

as a regular collection.

6.14 **Right to Reject Unacceptable Waste.** City agrees that if Unacceptable Waste is set out by a Customer for collection, Contractor may, in its sole discretion, reject such Unacceptable Waste. Neither title to, nor liability for, Unacceptable Waste shall pass to Contractor.

6.15 **Adding Residential Customers.** Contractor will establish New Residential Customer Service upon City request not later than the next collection day for the subject Residence following receipt of the written request for such commencement of service from City.

6.16 **Small Businesses Garbage Collection** Collections from all Small Business Garbage Generators shall be performed at least weekly. Within the Collection Area, the collection days shall adhere to the current Exhibit established by City. The collection will be performed using 95-gallon Carts provided by Contractor. Collections shall be made on a regular Exhibit on the same day and approximately the same time each week.

If a Small Business Garbage Generator elects to receive Recycling Service, Contractor shall provide one 95-gallon recycling cart (clearly distinguished from the MSW cart) to be collected once per week. The collection shall be on the same day as the MSW cart is collected. Contractor is not responsible for collecting Carts weighing more than 170 pounds. Contractor shall be responsible for providing notice first to the customer and then to City staff if it believes garbage is not prepared and/or located in an area accessible to the collection vehicle. However, City shall be the sole and final judge as to such conditions and locations.

6.17 **Front End Loader Container (Dumpster) and Roll-Off Container General.** Prior to the beginning of the Contract, Contractor shall provide Dumpsters and Roll-Off Containers, and Compactors for Garbage Collection to all Facilities receiving Commercial or Industrial collection service under the Contract. Dumpsters and Roll-Off Containers and Compactors will be standard Containers capable of being serviced by front load, collection vehicles, and/or roll-off vehicles compatible with compactor and open-top containers.

6.18 **Front End Loader Container Collection** Contractor shall make at least two (2) weekly collections at all Commercial Units subject to the terms of the Contract Documents and at sufficient additional intervals necessary to perform adequate services and to protect the environment unless otherwise approved in advance by City, provided, however, where the Refuse is exclusively non-putrescible in nature, one a week collections are permitted.

Contractor shall not be required to perform during emergencies resulting from Acts of God or where proper payment has not been received.

Within the Collection Area, the collection shall be performed Monday through Saturday between the hours of 5:00 am. and 7:00 pm. within the confines of the then-current ordinances of City. Collections shall be made on a regular Exhibit on the same day and approximately the same time each week.

Dumpsters will be located at a place convenient and safely serviceable to the Contractor and the Commercial Unit Customer.

6.19 Contractor or City shall not be responsible for damage which is not negligently or willfully caused by the Contractor to any private pavement or accompanying sub-surface, or any drive approach connecting said private pavement to public street or alley, of any route reasonably necessary to perform the services in the Contract.

6.20 Contractor shall be responsible for the repair of all Contractor Detachable Containers damaged due to the Contractor's negligence. Contractor shall repair or replace within one business day any Detachable Container that City determines does not comply with ordinance standards or constitutes a health or safety hazard.

6.21 No commercial container, dumpster, or roll-off container should be overloaded to the point where the lid or covers will not close, or the tarp will not properly cover the load. The Contractor may decline to empty an overloaded container until the Customer unloads the dumpster or roll-off container to the point where the lid(s) will close, or where the load may be safely tarped prior to transport.

6.22 Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any waste material that has not been placed in approved containers or in a manner herein provided, including any waste material that is not properly contained in accordance with the Contract. During hauling, all waste material must be contained, tied, or enclosed so that leaking, spillage, or blowing is minimized. In the event of spillage by Contractor, Contractor shall be required to clean up the litter caused by the spillage. Where dumpster overflow occurs, windblown litter shall be the responsibility of the Customer to clean and remove. Where windblown litter occurs due to negligence of Contractor during the act of lifting and emptying a container, the Contractor shall perform the necessary clean-up of the windblown litter.

6.23 **Stationary Compactor Units** For those businesses that utilize Stationary Compactor Units, the Contract shall provide for the collection and transport of the Compactor Unit's Detachable Container. The purchase, lease, installation, maintenance, and repair of the Stationary Compactor Unit or any related parts or accessories, as well as the Detachable Container, will be by agreement between Contractor and the property owner/manager. If a business wishes to rent a Detachable Container, Contractor shall provide such Container(s) at the rental rates in the Roll-Off rate Exhibit in Exhibit A hereto.

6.24 **Excluded Waste** If excluded waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire bin, container, bag, or bundle of waste. In such situations, Contractor shall contact City and City shall undertake appropriate action to ensure that such excluded waste is removed and properly disposed of by the depositor or generator of the waste. In the event any excluded waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport, and dispose of such excluded waste at a location authorized to accept such excluded waste in accordance with all applicable laws and charge the generator of such

excluded waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such excluded waste. City shall provide all reasonable assistance to Contractor to investigate to determine the identity of the depositor or generator of the excluded waste to enable Contractor to collect from the depositor or generator the cost incurred by Contractor in connection with such excluded waste. Contractor releases City from any liability for any such cost incurred by Contractor in connection with such excluded waste, except to the extent that such excluded waste is determined to be deposited or generated by City.

6.25 **Supplying and Maintaining Garbage And Recycling Containers** Contractor shall supply and maintain all Garbage and Recycling Containers. Garbage and Recycling Containers supplied by Contractor will be new at the commencement of this contract. The Carts shall be provided with instructions for proper use, including any Customer actions that would void manufacturer warranties, such as placement of hot ashes in the Container causing the Cart to melt, and procedures to follow to minimize potential fire problems. Contractor shall retain ownership of the Carts provided. Contractor shall provide instructions for the proper use of the Carts to the residents in conjunction with the delivery of the Carts. Upon notice from City, Contractor shall deliver Carts to new Customers who move into the Collection Area. Contractor will be responsible for responding to requests from and delivering Carts to Customers who need a Cart replacement for whatever reason. Carts shall be delivered no later than five (5) business days after notice from City. Used Carts must be cleaned prior to reentry into the system and delivery to Customers. Damaged Carts shall be removed at the same time a replacement Cart is delivered.

Prior to the beginning of the Contract, Contractor shall provide Detachable Containers for Garbage Collection to all Facilities receiving Detachable Container collection service under the Contract. Detachable Containers will be standard Containers capable of being serviced by front load, collection vehicles, and/or roll-off vehicles compatible with compactor and open-top containers. Detachable Containers shall be located on the premises in a manner satisfactory to City or site manager and convenient for collection by Contractor. City, whose decision shall be final and binding, shall mediate any disagreements over Container placement and collection. Contractor is not required to collect from Detachable Containers if access across the Customer's private property is blocked

Detachable Containers supplied by Contractor shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for Container size. Detachable Containers (Dumpsters) placed for the collection of wet or odorous wastes shall be painted, or changed out, at least once every 2-1/2 years.

Roll-Off Compactor containers shall be steam cleaned at least once each year or as directed by City.

Contractor is responsible for removing graffiti from its Detachable Containers. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti. Contractor shall remove any graffiti reported by City within five (5) business days of notification.

Each Detachable Container is subject to inspection by City and approval as to appearance and condition before placement at any City facility.

A Detachable Container shall be reconditioned and repainted, if necessary, before being supplied to a City facility that has not used it earlier. If City so requires, a Detachable Container shall be cleaned or repainted within thirty (30) days of delivery of a written request by City.

Contractor shall repair or replace within one business day any Detachable Container that City determines does not comply with ordinance standards or constitutes a health or safety hazard. Damage to Detachable Containers on Customers' premises is at Contractor's risk, as between those parties and without affecting the risk or liability of others.

Contractor shall be responsible for the repair of all Contractor Detachable Containers damaged due to the Contractor's negligence. Contractor shall repair or replace within one business day any Detachable Container that City determines does not comply with ordinance standards or constitutes a health or safety hazard.

## **VII. COLLECTION OPERATIONS – GENERAL PROVISIONS**

7.1 **Hours of Collection.** Collection of Waste Material from Residential Customers shall not start before 7:00 A.M. or continue after 7:00 P.M. on the same day in any area of City's Limits which is located in a residentially zoned area or otherwise within 500 feet of a Residence, unless otherwise agreed by City and Contractor, or when Contractor reasonably determines that an exception is necessary to complete collection on an existing collection route due to unusual circumstances. Residential collection shall not occur on Sundays.

Within the Collection Area, Commercial/Industrial collection shall be performed Monday through Saturday between the hours of 5:00 am. And 7:00 pm. Within the confines of the current ordinances of City but not starting before 7:00 A.M. within 500 feet of a Residence unless otherwise agreed by City and Contractor, or when Contractor reasonably determines that an exception is necessary to complete collection on an existing collection route due to unusual circumstances. Collections shall be made on a regular Exhibit on the same day and approximately the same time each week.

Notwithstanding the foregoing to the contrary, collection on all routes will be completed no later than 7:00 P.M. each service day unless:

- (a) Contractor provides written notice to City with a description and justification of the unusual circumstances prior to the collection that justifies a later completion time; and
- (b) City determines that the collection will not result in a violation of City's ordinances, including those regarding excessive noise; and

(c) City grants approval for the later completion time in writing.

7.2 **Collection Routes.** Contractor shall work with City staff to develop routes prior to the Commencement Date. Contractor may request changes to collection routes that are determined to be more efficient than those in effect on the Commencement Date or to which the Parties later agree; provided, however, no change in collection routes shall be made unless:

- (a) such change has been approved in writing by City Manager, which shall not be unreasonably withheld or delayed; and
- (b) if the change will require a change in the days Waste Materials and/or Recyclable Materials are collected from a Residential Customer, Contractor has provided written notice to each Residential Customer whose collection dates will change not later than fifteen (15) days prior to the date of the new collection dates become effective.

7.3 **Resident Landfill Access:** Contractor will arrange for access to a Disposal Facility located within thirty (30) miles from the center of City of Seagoville for residents of City. Each resident will be allowed access for disposal at a prearranged rate per yard for all Acceptable Non-Commercial Waste. Acceptable Waste shall only include those items that the Landfill agrees to accept and is allowed to accept by law. In no instance will Unacceptable Waste be transported by Residents to the designated landfill site. There is no limit to the number of trips that can be made by the Seagoville resident to utilize the landfill site.

The Resident shall be required to present a valid driver's license and Seagoville water bill to gain access to the Disposal Site. If Contractor does not own or operate a Disposal Facility within thirty (30) miles of City, Contractor will establish a contract with a Disposal Facility (within 30 miles of City) to allow resident access at the rate shown on Exhibit A to this Contract.

7.4 **Holidays.** The following shall be holidays for purposes of this contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least once per week. Contractor shall notify city two (2) weeks in advance of the holiday service Exhibit. If one of the collection days falls on a holiday, Contractor will collect waste on the next regularly scheduled business day (excluding Sunday). In the event of an Act of God, Contractor will provide services as soon as reasonably possible following such events.

7.5 **Complaints.** Customer complaints shall be directed to the Contractor.

Contractor shall notify City daily, in writing by email, of all complaints received. At the end of each business day, Contractor shall email City a recap of the day's complaints from Residential, Commercial, or Industrial Customers. The email shall contain the address of the Customer about which the complaint is made, the time of the call, and a summary of the follow-up action taken to resolve the issue. Missed pick-ups from one day shall be reflected on the next day's complaint report indicating that collection was made.

Contractor shall arrange for collection on the next business day, before noon, after receipt of a missed collection complaint (Saturday shall be considered a business day for the resolution of missed Friday pickups and Sunday shall be considered a business day for the resolution of missed pickups on Saturday).

If the missed pickup is a result of Customer related acts or omissions, Contractor shall take appropriate action to cause such Customer to subsequently properly set out the Container and shall notify City of such action.

As requested by City, Contractor shall make available GPS tracking reports for residential collection vehicles.

7.6 **Collection Equipment.** All vehicles, facilities, equipment, and property used in the performance of this Contract shall be provided by Contractor. At the start of this Contract, all vehicles used in collection shall be in good operating order and not older than four (4) years. At no time shall a vehicle be used for collection that is older than 10 years. All vehicles shall be kept in good operating order and a clean and sanitary condition with the interior of the cab free of clutter. All collection equipment used under this Contract shall meet all applicable state and federal safety standards. Contractor shall obtain all required operating permits and registrations. Collection vehicles shall be painted in the Contractor's color schemes. The vehicles shall have the number of the vehicle painted on each side of each vehicle and on the rear of the vehicle in a contrasting color from the body color, the letters to be at least six inches high. No advertising shall be permitted other than the name and address of Contractor. Contractor shall place the appropriate customer service telephone number on all collection trucks.

Collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified in the Contract. Collection vehicles shall be capable of handling, in the safest and most efficient method available, the Carts, Containers, and material specified for each structure on its route. All such vehicles shall be operated in conformity with the laws of the State of Texas.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so they can be contacted by City. Collection vehicles will be equipped with two-way communication devices so that the Contractor's staff and the driver may communicate during the route collection.

Contractor shall furnish to City an inventory of all equipment and vehicles to be used pursuant to this Contract. Contractor shall provide City an updated list not later than ten (10) business days after Contractor adds and/or deletes a vehicle or piece of equipment that is being used in City unless the addition or deletion is only for a temporary period to

allow for the repair of a vehicle or piece of equipment that is on the inventory that has been temporarily removed from service. Contractor may utilize short-term, temporary replacement equipment and vehicles to be able to maintain a consistent level of collection services as required by this Contract.

7.7 **Disposal:** The Contractor shall deliver Waste collected to a duly permitted Disposal Facility operated in compliance with rules stipulated by the applicable state agency and/or the U.S. Environmental Protection Agency.

7.8 **Spillage:** The Contractor shall not be responsible for all scattered Waste categories as defined in this Contract unless the same has been caused by Contractor, in which case all scattered Waste shall be collected by Contractor on the same day such spillage occurs.

7.9 **Point of Contact:** All dealings and contacts between Contractor and City shall be directed between the Public Sector representative of Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by City. Unless otherwise designated, City's Contract Administrator will be the City Manager

## VIII. REPORTING REQUIREMENTS

The Contractor shall provide the following reports or notifications to the City's Contract Administrator in addition to any daily reports. If not established by an outside authority, report formats will be mutually agreed to by Contractor and City:

- A. **Monthly Reports** Complete and accurate Monthly Reports must be submitted to the City's Contract Administrator in a format acceptable to City on or before the tenth (10th) of each month during the term of the Contract. Monthly reports shall include resident-by-resident (address) and route-by-route information regarding Participation Rates, Recycling Rates, and Tonnage Collected. All information provided in the reports becomes the property of City. City shall have the right to use the data for whatever purposes it deems appropriate.

Monthly Reports must contain at least the following information:

- 1) Number of Households served;
- 2) Number of Commercial facilities served;
- 3) Monthly tonnages by each category of service:
  - Residential MSW
  - Residential Recycling
  - Residential Bulk and Brush
  - Commercial
  - Roll Off;
- 4) Residential Recycling Participation Rate;
- 5) Customer complaints received by Contractor arranged and listed by category, including date, address, complainant, nature of the complaint, and Resolution; and
- 6) As requested by City, Contractor shall make available GPS tracking reports for residential collection.

- B. **Annual Reports** No later than thirty (30) calendar days after the end of each calendar year, Contractor shall submit to the City's Contract Administrator an annual report covering the immediately preceding Contract year and include the following information:

- 1) A collated summary of the information contained in the monthly reports, including reconciliation of any and/or adjustments from prior reports;
- 2) A discussion of highlights and other noteworthy experiences, along with measures to resolve problems, increase efficiency, increase participation; and
- 3) A description of all public information programs undertaken with audiences reached and media used.

The obligation to submit an annual report shall survive the termination or expiration of this Contract. Contractor shall submit an annual report for the final Contract Year of this Contract no later than thirty (30) calendar days after the end of each year of the Contract. City may withhold payment of balances due to the Contractor at the end of the Contract until such final report is received and accepted by City. Contractor shall cooperate fully with providing information relevant to reporting requirements. The reporting requirements are part of the material consideration and failure to comply with reporting requirements shall constitute a material default and shall be subject to penalties and/or termination of the contract. All reports shall be submitted in an approved format to the addresses as City may designate in writing. If report information is transmitted electronically, Contractor shall provide information in a format that is compatible with the existing computer system at City.

## IX. CHARACTER AND CONDUCT OF EMPLOYEES

Contractor's employees who normally and regularly come in direct contact with the public shall bear on their person a clearly visible means of individual identification such as uniforms with name badges, nametags, or identification cards. These employees shall be attired at all times in a professional manner and Contractor shall undertake all services rendered under the Contract Documents in a neat, orderly, and efficient manner and use care and diligence in the performance of this Contract.

Contractor shall assure that employees serve the public in a neat, orderly, courteous, helpful, and impartial manner. All employees of Contractor in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of Contractor. Contractor agrees to prohibit any drinking of alcoholic beverages or use of illegal drugs or drugs which may impair the ability of the employee or agent to safely and adequately perform his or her (drivers and crew members) job while on duty or in the course of performing their duties under the Contract Documents. Contractor shall also ensure that each employee operating a vehicle shall at all times carry a valid operator's license for the type of vehicle he/she is operating.

In the event Contractor receives a report alleging an employee(s) of Contractor was wanton, discourteous, belligerent, and profane or in any way intimidating, either physically or verbally, or appeared to be under the influence of drugs or alcohol, Contractor shall submit a written report to City outlining the complete details of the incident. Said report shall include the nature of the incident, time, date and location, name, address, and telephone number of the person alleging the violation. The report shall also include the name and title of the employee and what disciplinary action, if any, was taken. If an employee of Contractor is the subject of repeated allegations or a single egregious allegation of the type described above, City may request that the employee be barred from further work for Contractor in connection with the Contract. Upon City's request, Contractor shall, within ten (10) calendar days, comply with City's request for the duration of the Contract Term (including Initial Term and any Extended Term). Contractor's employees shall make collection with as little noise and as little disturbance to the Resident as reasonably possible. No Contractor employee shall disturb or otherwise interfere with property that is appurtenant to the proper execution of his duties. Care shall be taken by Contractor to prevent damage to property, including lawns, shrubs, flowers, and other plants.

## X. PUBLIC SERVICE AND PUBLIC EDUCATION CAMPAIGN

10.1 **Public Education Campaign.** To inform and educate Residential Customers regarding Contractor's commencement of services under this Contract, Contractor shall, at Contractor's cost:

- (a) Distribute a professionally prepared brochure to each Residence/Residential Unit at least one (1) time approximately four (4) weeks prior to the commencement of collection by Contractor, which brochure shall, at a minimum, describe the upcoming changeover in the provider of Waste Material, Recyclable Material, Bulk and Yard Waste, and Door-to-Door Household Hazardous Waste collection services to Residential Customers, the date Contractor will start providing such services, Contractor's contact information to be used by Residential Customers wishing to ask questions or lodge complaints, and any other relevant information necessary to enhance community education;
- (b) Provide to City a sufficient number of additional copies of the above-described brochure to allow City to provide to people requesting such information; and
- (c) Coordinate with and supply all information reasonably requested by City's Public Affairs Manager to facilitate City's efforts to notify Residential Customers of this transition.

10.2 **City Facilities and Special Events.** The Contractor agrees to provide Dumpster(s) and/or Roll-Offs for the Special Events and at City facilities and pools set forth in Exhibit B attached hereto and incorporated herein by this reference. The type of equipment and frequency of collection is set out in Exhibit B and may be adjusted as agreed to by City and Contractor. Necessary increases in service as agreed to between City and Contractor to existing City facilities will be added to the Exhibit and serviced at no charge. Any additional events not listed in Exhibit B or necessary increases in service to events listed in Exhibit B will be serviced by Contractor at a charge

10.3 **Storm Water Drainage.** Seagoville has developed and implemented a Stormwater Management Plan (SWMP) in accordance with TPDES General Permit TXR040000. The SWMP, which includes an operation and maintenance program and an employee training component, has the ultimate goal of preventing or reducing pollutant runoff from municipal activities and municipally-owned areas including, but not limited to, park and open space maintenance, street, road, or highway maintenance: fleet and building maintenance, stormwater system maintenance, new construction and land disturbances, municipal parking lots, vehicle and equipment maintenance and storage yards, waste transfer stations, and salt/sand storage locations. A copy of the SWMP can be found at City Hall and on City's website. While performing activities under this Contract, Contractor shall comply with all Seagoville stormwater control measures, good housekeeping practices, and facility-specific stormwater management operating procedures included in City's SWMP and all applicable city ordinances. Contractor shall also perform the following activities:

- A. **Training and education.** Contractor shall inform or train its employees in implementing pollution prevention and good housekeeping practices.
- B. **Disposal of waste material.** Waste materials collected in Seagoville must be disposed of in accordance with all applicable city, state, and federal regulations.
- C. **Assessment of operations.** Contractor shall evaluate its activities performed in Seagoville for their potential to discharge pollutants in stormwater.

- D. **Identify pollutants of concern** that could be discharged from its activities (metals, chlorides, hydrocarbons such as benzene, toluene, ethylbenzene, and xylenes, sediment, and trash).
- E. **Develop and implement a set** of pollution prevention measures that will reduce the discharge of pollutants and stormwater from its activities. These pollution prevention measures may include the following examples:
  - Replacing materials and chemicals with more environmentally benign materials or methods.
  - Changing operations to minimize the exposure or mobilization of pollutants to prevent them from entering service waters.

**City oversight.** City staff may inspect Contractor's activities and pollution prevention measures implemented at a frequency determined by City to ensure the measures are working properly. The Contractor shall promptly address city findings during inspections.

## **XI. CONTRACTOR RESPONSIBILITIES**

11.1 In providing the Services required by this Contract, Contractor's responsibilities shall include:

- (a) Furnishing all skill, labor, equipment, materials, supplies, and utility services required for providing all services in accordance with this Contract;
- (b) All actions and activities of its subcontractors;
- (c) Supplying all records and information required by this Contract;
- (d) Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals, including those required by City ordinances;
- (e) Paying all applicable taxes and Franchise fees including, but not limited to, (1) the one-time reimbursement of City's costs for the development of the RFP for solid waste services and the contract documents including but not limited to this Contract, the estimated total of which is \$39,940, payable on or before the Commencement Date and (2) the payment of the annual fee required by Seagoville Code of Ordinances section 19.02.061, payable on the anniversary date of the Commencement Date;
- (f) Complying with applicable laws and regulations;
- (g) Performing all work in a timely, thorough, and professional manner;
- (h) Disposing of all collected MSW at a permitted MSW Landfill;
- (i) Processing and marketing Recyclable Materials collected by Contractor from the Residences;
- (j). All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws, and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract; and
- (k) Collecting all missed pickups for any service provided within 24 hours after being notified of the missed pickup, including picking up on Saturday if notified of a missed pickup on a Friday; provided, however, missed pick-ups for which Contractor receives a notification on a Saturday will be collected on the immediately following Monday.

11.2 **Contractor's Office.** Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll-free) call from anywhere in the city on regular collection days, as follows: (i) Monday through Friday between 7:00 A.M. and 7:00 P.M. Central Time; and (ii) Saturday between 8:00 A.M. and 2:00 P.M. Central Time. Such office shall be staffed by a responsible person in charge and an adequate number of additional staff available to answer the phone from 7:00 a.m. to 7:00 p.m. on regular collection days. When the collection is postponed one day for scheduled or unscheduled reasons, Contractor's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions shall be available at all other hours, thereby providing a 24-hour, 7-day per week customer service line.

11.3 **Newsworthy and Emergency Notifications** Contractor must contact City Manager or his designee immediately and no later than 24 hours in the event of one of the following: any news coverage or sudden event that could impact the service Contractor provides to City; any news coverage or sudden event that is reasonably anticipated to result in citizen phone calls to City; an environmental emergency or incident, including spills, that involves Contractor, a related business of Contractor, or a Contractor's employee

that occurs within City; a motor vehicle accident which occurred while providing services under the Contract; personal injury accidents which occurred while providing services under the Contract; and/or property damages which occurred while providing services under the Contract.

11.4 **Litter or Spillage.** Contractor shall not litter premises in the process of making collections. In the event of spillage by Contractor, Contractor will be responsible for cleanup of any spills including, but not limited to, garbage, fuel, oil, and other fluids from Contractor's vehicles or resulting from the collection of Waste Material.

11.5 **Street Damages.** Contractor shall be responsible for the repair of damage to paved surfaces on public streets, alleys, thoroughfares, bridges, or easements when such damage is caused by Contractor's negligent or inappropriate operation of its collection equipment. Contractor shall not be responsible for normal wear and tear of public rights of way or regular maintenance of such rights of way. Substantiation of cause shall be determined by the mutual agreement of City and Contractor. At no time shall Contractor operate a vehicle in City's Limits that:

- (b) is loaded to the extent that the load exceeds the weight allowed by law for the rating of said vehicle; or
- (b) is loaded to the extent that the combined weight of the load and vehicle exceeds the weight allowed on the public streets, alleys, thoroughfares, bridges, or easements on which the vehicle is traveling, if such street, alley, or bridge has received a weight limitation rating.

Contractor shall, not later than forty-five (45) days following written demand, reimburse City for all costs related to City's repair of damages determined by mutual contract to be Contractor's responsibility.

11.6 **City Facilities.** Contractor shall not charge City for collection services from City Facilities as described in Exhibit "A" or from any additional City Facilities that City may add.

11.7 **Enforcement:** Contractor has the right to seek an injunction against any third party which is believed to be infringing upon the rights of Contractor to this Agreement, including Contractor's right to be the sole provider of Waste and Recyclable Materials collection within City per this Contract.

11.8 **Damage to Property:** Contractor shall take all necessary precautions to protect public and private property during the performance of this Contract. Contractor shall repair or replace any private or public property which is damaged by Contractor. Such property damages shall be resolved by Contractor either by repair or replacement, at no charge to the property owner, within forty-eight (48) hours of the earlier of knowledge of or notice to Contractor of such damage unless a longer period of time is approved in writing by the City Manager and any replacement of property shall be accomplished with property of the same or equivalent value at the time of the damage. If Contractor fails to address the repair and replacement of damaged property within forty-eight (48) hours of earlier of knowledge of or notice to Contractor of such damage or the longer period of time approved in writing by the City Manager, the City Manager may, but shall not be obligated to, repair or replace such damaged property and the cost of doing so shall be deducted from any payment to be made to Contractor by City. Notwithstanding anything to the contrary, Contractor shall not be liable for any damages to payment, curbing, or other driving surface to the extent that such damages result solely from the normal and legally allowable weight of its trucks and equipment on the surfaces as necessary to perform the Services.

## **XII. LIQUIDATED DAMAGES**

12.1 Acceptable performance standards include the provision of daily services, as set forth in this Contract,<sup>i</sup> on a timely basis with minimal interruptions, the Contractor being environmentally responsible while providing the daily services, and the Contractor responding promptly to both residential and commercial customers. For failure in meeting acceptable performance standards, Contractor will be liable for Liquidated Damages as set forth in section 12.2 of this Contract. The City may charge Liquidated Damages to Contractor as set forth in section 12.2 on a monthly basis in connection with the Contract and shall, at the end of each month during the term of the Contract, notify Contractor in writing of the amount of Liquidated Damages assessed for such month, if any. In the event Contractor wishes to contest any Liquidated Damages assessment, Contractor will request in writing a meeting with City Manager or his designee to attempt to resolve the issue. The decision of the City Manager shall be final.

12.2 City may assess liquidated damages to Contractor as follows:

1. **Missed collection:** \$100 per missed collection (including brush and bulky waste) in excess of two (2) missed collections per day. A missed collection occurs when a customer reports a missed collection, and the address was not reported by Contractor as an unacceptable set-out.

2. **Missed residential unit block:** \$250 per incident for Contractor failing to pick up material (including Refuse, Brush, and Bulky Waste) on a block containing residential units. A missed residential unit block is where three (3) residential units on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed residential unit block occurs when the addresses reporting missed collections were not reported by Contractor as unacceptable setouts.

3. **Commencement of residential collection prior to 7:00 a.m.,** or operating within City after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence

4. **Commencement of commercial collection** within 500 feet of a resident prior to 7:00 a.m., commencement in other areas prior to 5:00 a.m., or operating within City after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence
5. **Failure to complete 51% of the collections on a given day or 99% of the collections during a week**: \$5,000 for each incident of completion of less than 51% on a given day and \$250 per route for failure to complete 99% of the collections during a week (unless Contractor has reported to City that collections cannot be made due to unsafe conditions (roadway freezing, etc.).
6. **Failure to maintain a vehicle** in a manner consistent with the Contract: \$100 each incident
7. **Failure to clean up spilled Solid waste**, resulting from Contractor loading and/or transporting within two (2) hours of notification: \$250 per impacted address.
8. **Failure to resolve properly reported bona fide Customer complaints** within one business day: \$200 for each incident.
9. **Failure to submit an accurate and/or timely Monthly or Annual report** in the specified format, as required by the contract: \$250 per report per calendar day delinquent.
10. **Failure to return carts** and containers to approximately original collection location: \$25 each incident, for each affected address.
11. **Failure to leave a public education notice** when material that is inappropriately prepared is not collected: \$100 each incident.
12. **Failure to be prepared to perform services** on or after the commencement date: \$ 3,000 per calendar day.
13. **Failure to deliver or replace carts for any reason within five (5) business days of notification** \$50 per incident per affected address (each multi-family residential dwelling unit is an address for purposes of this provision).

### **XIII. CITY'S OBLIGATIONS**

City hereby makes the following representations and warranties to, and for the benefit of, Contractor:

- (a) City is a home rule municipality duly organized and validly existing under the Constitution and laws of the State of Texas, with full legal right, power, and authority to enter into and perform its obligations under this Contract
- (b) City has duly authorized the execution and delivery of this Contract and this Contract constitutes a legal, valid, and binding obligation of City that is enforceable against City according to its terms.
- (c) To the best of City's knowledge, information, investigation, or belief, no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority, commission, Council, agency, or instrumentality is pending against City wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or in connection with the obligations, undertakings, and transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract or any other contract or instrument entered into by City in connection with the obligations, undertakings, transactions contemplated hereby.
- (d) To the best of City's knowledge, information, investigation, or belief, as of the Commencement Date, City has the legal right and authority to grant this exclusive franchise and shall defend, and use reasonable efforts to uphold this Contract, and City's right to adopt and/or enforce this exclusive franchise if City's right to adopt and/or enforce this exclusive franchise or enter into this Contract is ever challenged, litigated or disputed during the term of the Contract. City acknowledges that this is an essential term of the Contract that Contractor is relying upon in entering into the Contract.

### **XIV. CUSTOMER BILLING AND PAYMENTS TO THE CONTRACTOR**

14.1 **Residential Customer Billing**. City shall submit statements to and collect payment from all Residential Units and Small Commercial Accounts for Services provided by Contractor pursuant to this Contract, including those accounts that are delinquent.

- (a) On the last business day of the month, City shall provide Contractor with the number of Residential Units and Small Commercial Accounts for which collection Services were provided by Contractor. Contractor shall then submit to City an invoice setting forth sums due by City to Contractor for Services rendered to Residential Units and Small Commercial Accounts under this Agreement. City will remit to Contractor payment for such Services within thirty (30) days after receipt of the invoice.
- (b) City will notify Contractor in writing of any Residential Unit Customer that has failed to pay City for waste collection Services, and Contractor, upon written direction from City, shall cease servicing such delinquent Residential Unit until notified by City to resume such Services. City shall indemnify and hold Contractor harmless from any claims, suits, damages, liabilities, or expenses (including but not limited to expenses of the investigation and attorney's fees) resulting from Contractor's discontinuing

service at any location at the direction of City.

14.2 **Commercial Customer Billing.** Contractor shall provide billing and bill collection services directly to Commercial Units and Industrial Units. Not later than the tenth (10<sup>th</sup>) day of each calendar month during the Term of this Contract, Contractor shall provide to City a report showing the billings to Commercial Units and Industrial Units for the prior month, including the services rendered, the rate for such service, and the amount of payments received by Contractor for such services during the month covered by the report. Contractor shall pay to City a franchise fee of 10% of the fees collected by Contractor for Commercial Waste and Industrial Waste (the "Franchise Fee") within thirty (30) days after the last day of the month of Contractor's actual receipt of such monies. Contractor shall be solely responsible for billing for all collection services to Commercial Units and Permanent Industrial Units.

Contractor shall remain liable for the payment of Franchise Fees pursuant to this Section after termination of this Contract for any and all services provided prior to termination of this Contract. City may, at its sole option, deduct from the amount otherwise due and payable to Contractor pursuant to this Section XIV any Franchise Fee amounts if Contractor fails to pay the Franchise Fee on or before the 15<sup>th</sup> day after such payment is due. Franchise Fees shall be due and payable on all services provided by Contractor within City pursuant to this Contract regardless of Contractor's failure to elect to pass through the cost of the Franchise Fee to Customers.

Contractor shall have the right to assess interest at the highest rate permitted by law and late fees on Commercial or Industrial Customers who fail to timely pay Contractor's invoices. Contractor shall have the right to suspend service to any Commercial or Industrial Customer that is delinquent in payment to Contractor. If Contractor suspends service to a Customer for failure to timely pay said invoices, Contractor has the right to charge a service reactivation fee to that Customer. Contractor shall provide notification to City within twenty-four (24) hours of suspension of service to any Commercial or Industrial Customer due to a delinquent account.

#### **XV. TITLE TO WASTE MATERIAL**

Title to Waste Materials and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle. Title to and liability for any Unacceptable Waste shall remain with the Customer, Generator, or depositor of such waste and shall at no time pass to Contractor. City will provide all reasonable assistance to Contractor to investigate to determine the identity of the depositor or generator of the Unacceptable Waste and to collect the costs incurred by Contractor in connection with such Unacceptable Waste. City is not responsible for costs associated with Unacceptable Waste, except to the extent that such Unacceptable Waste was placed for collection by City in violation of this Contract.

#### **XVI. CONTRACTOR'S PROPERTY**

All containers, trucks, and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property.

#### **XVII. RECORDKEEPING / RIGHT TO INSPECT**

Contractor shall maintain all records generated in connection with the performance of its obligations and/or provision of Services under this Contract for a period of at least four (4) years after submission of the last accounting report date on which services were rendered. City retains the right to examine, inspect, audit, and copy, regardless of location, all documents, records, files, data, and information generated or utilized by Contractor in the performance of its obligations and/or provision of Services under this Contract. City may request periodic reports pursuant to services rendered. Such reports must be provided in a reasonable and timely manner, but in no case later than fifteen (15) business days following receipt of the request unless the request specifies a later deadline. City may withhold making payments due to Contractor pursuant to this Contract if any report required to be made pursuant to this Contract has not been delivered to City on or before the fifth (5<sup>th</sup>) day following the date that such report is required to be delivered to City pursuant to this Contract and may continue to be withheld until the second business day after such report is delivered.

#### **XVIII. TERMINATION OF CONTRACT**

18.1 **Termination by Default.** If City notifies Contractor of a failure of Contractor to perform a material provision of this Contract and Contractor has failed to cure such failure on or before the thirtieth (30<sup>th</sup>) day following such notice, or if such failure can be cured, but cannot be reasonably cured within said thirty (30) days, then by the date such failure should reasonably be cured, but in no case later than ninety (90) days after delivery of the notice from City, City may terminate this Contract by delivery of written notice to Contractor. Upon such termination under this section 18.1, in the event such termination occurs during the Initial Term, City, as its sole and exclusive remedy, may exercise its rights under Contractor's performance bond, if applicable, and procure the services of another waste collection services provider to complete the work covered under this Contract for the remainder of the time period covered by the Initial Term. Except for such right during the Initial Term, following any such termination, neither Party shall have any further obligation under this Contract, but the Parties expressly reserve all claims for damages resulting from said uncured default and claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Contract and arising prior to such termination date.

18.2 **Termination for Insolvency, Bankruptcy, Assignment to Creditors.** City may, without further notice, terminate this Contract immediately if Contractor (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to insolvency; (iii) makes a general assignment or

sale of its assets or business for the benefit of creditors if Contractor ceases providing the collection of Waste Materials pursuant to this Contract and Contractor (if Contractor is a debtor-in-possession) or the trustee of the bankruptcy estate fails to ratify and continue performance of this Contract within the required period set forth in the Bankruptcy Code.

18.3 **Termination by Mutual Agreement.** In the event City and Contractor mutually agree in writing, this Contract may be terminated on the terms and date stipulated in the writing.

18.4 **Termination for Non-Appropriation of Funds.** Contractor acknowledges and understands that City is prohibited by law from entering contractual obligations for the expenditure of funds beyond the current fiscal year. City may, upon written notice to Contractor, terminate this Contract on any September 30<sup>th</sup> occurring during the Term of this Contract if City fails to appropriate funds in City's Annual Budget for the immediately following fiscal year commencing October 1<sup>st</sup> for the purpose of providing residential solid waste collection services to Residential Customers. This Contract is not, and shall not be construed, as (a) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriate; or (b) an obligation creating a pledge of, or a lien on, City's tax or general revenues resulting in the creation of a debt.

## **XIX. AVAILABILITY OF FUNDS**

If monies are not appropriated or otherwise made available to support the continuation of performance in a subsequent fiscal period, this Contract shall be canceled, and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Contract or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

## **XX. INSURANCE/PERFORMANCE BOND**

20.1 Contractor shall during the term hereof maintain in full force and effect insurance with complies with the Specifications set forth in this section XXI which shall include, at a minimum: (1) a policy of insurance for bodily injury, death, and property damage insuring against all claims, demands or actions relating to Contractor's performance of services pursuant to this Contract, with a minimum combined single limit of not less than \$1,000,000 per occurrence and a minimum of \$2,000,000 aggregate, for injury to persons (including death), and for property damage; (2) a policy of automobile liability insurance, \$1,000,000 combined single limit, covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Contract; and (3) statutory Worker's Compensation Insurance or equivalent covering all of Contractor's employees involved in the provision of services under this Contract.

20.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance (other than workers' compensation, or equivalent); (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

20.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service or approved by the City Manager. A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

20.4 Each insurance policy to be furnished by Contractor shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Seagoville as provided for in Section 22.8 titled "Notice".

20.5 Contractor shall deliver to City a performance bond in the amount equal to fifty percent (50%) of the annual value of the contract, executed by a good and sufficient corporate surety eligible to conduct business in Texas, and conditioned that Contractor shall well, truly, and faithfully perform its obligations under this Contract and shall satisfy all claims and demands of any kind incurred under the Contract, including, but not limited to, the payment of all amounts owed by Contractor to City or landfills, and Contractor shall fully indemnify and save harmless City from all costs and damage which City may suffer by Contractor's failure to pay such amounts owed, and shall reimburse and repay City all outlay and expense which City may incur in making good any such payment default, then the obligation shall be void; otherwise, to remain in full force and effect. Said performance bond will be renewed annually for the term of the Contract. The performance bond shall be in a form reasonably acceptable to City. Contractor shall pay any and all premiums for the bond. A certificate from the surety showing that the bond premiums are paid in full shall be submitted to City on an annual basis for the Term of the Agreement.

## XXI. INDEMNITY

21.1 THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD CITY (OR ANY OF CITY'S REPRESENTATIVES OR EMPLOYEES), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE OF ALL TYPES TO ANY PERSON OR ENTITY (INCLUDING BUT NOT LIMITED TO ALL CLAIMS FOR MONETARY DAMAGES, CLAIMS AT LAW, CLAIMS IN EQUITY, AND REASONABLE ATTORNEYS' FEES) ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES UNDER THIS CONTRACT WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR OR SUPPLIER, THEIR RESPECTIVE AGENTS OR EMPLOYEES OR ANY OTHER PARTY FOR WHOM ANY OF THEM MAY BE LIABLE.

21.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, TO THE EXTENT THAT ANY EMPLOYEE OR CONTRACTOR ASSERTS A CLAIM AGAINST THE CITY THAT WOULD HAVE BEEN BARRED UNDER WORKERS' COMPENSATION INSURANCE, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY AND HOLD CITY (OR ANY OF CITY'S REPRESENTATIVES OR EMPLOYEES), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE FOR ANY SUCH CLAIMS NOTWITHSTANDING THE FACT THAT CONTRACTOR IS A NON-SUBSCRIBER TO WORKERS' COMPENSATION INSURANCE IN THE STATE OF TEXAS.

21.3 THE INDEMNITY AND HOLD HARMLESS PROVISIONS OF THIS CONTRACT SHALL ALSO APPLY TO CLAIMS ARISING FROM ACCIDENTS TO CONTRACTOR, ITS AGENTS, OR EMPLOYEES, WHETHER OCCASIONED BY CONTRACTOR OR ITS EMPLOYEES.

21.4 IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH CONTRACTOR AND THE CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CONTRACTOR OR THE CITY UNDER TEXAS LAW. THE CITY SHALL BE RESPONSIBLE FOR ITS NEGLIGENCE AND CONTRACTOR SHALL HAVE NO INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT OF THE CITY'S NEGLIGENCE.

21.5 THE INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER THE WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

## XXII. MISCELLANEOUS

22.1 Entire Agreement. This Contract, along with the Contract Documents, constitutes the sole and only agreement between the parties and supersedes any prior understandings and/or written or oral agreements between the Parties with respect to this subject matter.

22.2 Assignment. Contractor may not assign this Contract without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Contract.

22.3 Successors and Assigns. Subject to the provisions regarding assignment, this Contract 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.

22.4 Governing Law. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the state district courts of Dallas County, Texas. The Parties agree to submit to the personal jurisdiction of said Court.

22.5 Amendments. This Contract may be amended by the mutual written agreement of the Parties.

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

22.7 Independent Contractor. All services to be performed by Contractor pursuant to this Contract shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract.

22.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first-class mail or overnight courier to the address specified below, or to such other address as either party may designate in writing, and shall be deemed received three (3) days after being placed in the U.S. mail, first-class postage prepaid or on the date of confirmed delivery by overnight courier as evidenced on the receipt therefor:

If intended for City:	With Copy to:
Attn: Pat Stallings, City Manager	Victoria W. Thomas
City of Seagoville	Nichols Jackson
702 North Highway 175	Suite 1800
Seagoville, TX 75159	500 North Akard
	Dallas, Texas 75201

If intended for Contractor:  
Frontier Texas Ventures 1, LLC dba Frontier Waste Solutions  
Attn:  
  
Dallas , Texas

With Copy to:  
\_\_\_\_\_  
Attn:  
  
Dallas, Texas

22.9 Counterparts. This Contract 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.

22.10 Compliance with Federal, State & Local Laws. The Parties shall comply in performance of Services under the terms of this Contract with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state, and local governments, including all applicable federal clauses.

22.11 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by a Disaster Event, riots, civil disorders, acts of terrorism, compliance with laws or governmental orders, inability to access a container, fires, inclement weather, acts of God, or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to provide written notice of the force majeure to the other party as soon as possible but in no event later than 24 hours after the earlier of the party's first knowledge of or the first occurrence of the Force Majeure and further agrees to use commercially reasonable efforts to recommence performance as soon as possible.

22.12. Proposal Representations. Contractor expressly acknowledges that City has entered this Contract in express reliance on the truth of the statements and representations set forth in the Proposal (response to RFP) submitted to City by Contractor and agrees that the representations made by Contractor in the Proposal are true and correct as of the Effective Date.

22.13 Confidentiality Regarding Waste Material. Contractor has no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.

22.14 No Waiver for Delay. The failure or delay on the part of either Party to exercise any right, power, privilege, or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing. Any waiver by a Party for one or more similar events shall not be construed to apply to any other events whether similar or not.

22.15 Effective Date. The effective date of this Contract is the date upon which it is signed by the authorized representatives of both Parties (the “Effective Date”).

22.16 Non-discrimination. In the provision of services hereunder or the performance of this Contract, Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

22.17 Compliance with Federal Immigration Laws. Contractor agrees at all times to comply with Federal Immigration laws with respect to employment and to make available during Contractor’s regular business hours on request of City, employee documentation verifying an employee’s status to be employed by an employer in the United States. Contractor agrees to verify current and future employee’s status by utilizing the E-Verify internet-based system as operated by the United States Department of Homeland Security, or I-9 verification.

22.18 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations:

A. Contractor verifies that it does not boycott Israel and agrees that during the term of the Contract it will not boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

B. Contractor verifies that it does not boycott Energy Companies and agrees that during the term of this Contract it will not boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

C. Contractor verifies that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) it will not discriminate during the term of this Contract against a firearm entity or firearm trade association

D. This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

AGREED AND SIGNED by the authorized representatives of the Parties hereto on the dates indicated below and as further evidenced by the Certificate of Authority attached hereto and incorporated herein as Exhibit "C".

**Contractor: Frontier Texas Ventures I, LLC**

By: Frontier Waste Texas Holdco, LLC, its sole managing member

By: Frontier Waste Holdings, LLC, its sole managing member

By: \_\_\_\_\_  
John C. Gustafson  
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

**City of Seagoville, Texas**

By: \_\_\_\_\_  
Patrick Stallings, City Manager

Attest:

Date: \_\_\_\_\_, 2022

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

Approved as to Form:

\_\_\_\_\_  
Victoria W. Thomas, City Attorney  
(081022vwtTM130954)

**EXHIBIT A**

**Rates and Services**

**RESIDENTIAL RATES**

**Weekly Service**

- 1) *MSW Collection in one New Contractor supplied 95-gallon cart-all materials in the cart*
- 2) *Recyclable Materials Collection in one New Contractor supplied 95-gallon cart-all materials in the cart*
- 3) *Brush/Bulky Materials Collection ( max. 3 cubic yards per collection)*

**Total Price per home per month** **\$ 14.68**

**Senior Rate** **\$ 12.68**

Rate for each Additional MSW cart (same price regular or senior) \$ 7.00

Rate for each Additional Recycling Cart (same price regular or senior) \$ 3.00

**Rates for Collection of Unusual Accumulations**

Rate per hour for Vehicle (any type) and Crew\* \$ 125.00

Disposal fee per yard collected \$ 10.00

**\*fee to be determined by estimated time servicing the home, not portal-to-portal for each home**

**Disaster Management Rates**

Rate per Hour for Roll Off Truck and Container \$ 100.00 / hour

Rate per Hour for Grapple Truck \$ 100.00 / hour

Rate per Hours for Rear Load Truck and Crew \$ 125.00 / hour

Disposal Fee per ton collected \$ 30.00/ton (2022 Rate)

Rate per yard Resident to be charged at the Landfill for residents \$ 34.88/ton (2022 Rate)

Maximum percentage of contamination allowed per load of recyclables: 25%

**Small Commercial with Contractor-supplied 95-gallon Poly Carts (all items must be placed in the cart)**

One Cart once per week \$ 21.00/month (not including Franchise Fee)

Each Additional Cart (s) Once Per Week \$ 14.00/month (not including Franchise Fee)

## COMMERCIAL FRONT LOAD RATES

All Fees exclude the 10% franchise fee - Rates include disposal costs

Size	1x	2x	3x	4x	5x	6x	extra
2 yard	67.84	120.16	193.86	253.70	N/A	N/A	28.00
3 yard	81.40	158.96	215.19	310.17	N/A	N/A	39.00
4 yard	93.03	195.79	302.40	393.51	488.50	N/A	48.00
6 yard	139.56	281.07	376.75	484.60	611.94	717.05	60.00
8 yard	168.90	306.15	484.60	639.69	823.85	975.67	70.00
6 yd Comp	324.75	649.50	974.25	1299.90	1623.75	1948.50	100.00

Casters (fee per month per container)	\$5.00 per month
Locks (fee per collection per container)	\$5.00 per month
Enclosures ( fee per collection per container )	\$2.50 per month

## ROLL-OFF CONTAINERS

All Fees exclude the 10% franchise fee

### Roll-Off – Permanent- EXCLUSIVE TO CONTRACTOR

	Delivery	Daily Rental	Haul Rate	Disposal per Ton
20 yard	100.00	6.50	275.00	40.00
30 yard	100.00	6.50	275.00	40.00
40 yard	100.00	6.50	275.00	40.00

### Roll-Off – Compactor – EXCLUSIVE TO CONTRACTOR

	Monthly Rental	Haul Rate	Disposal per Ton
30 yd SC**	Negotiable- based on various options	290.00	40.00
35 yd SC**	Negotiable- based on various options	290.00	40.00
40 yd Receiving Container	250.00	290.00	40.00

Relocate/Block Fee	\$ 75.00
Wash Out	\$ 350.00

EXHIBIT "B"

Contractor shall provide the containers and weekly collection of the Waste Materials from the following municipal facilities at no charge to the City.

Facility Name	Location	Size of Dumpster	Pickup
City Hall	702 N. Highway 175	Six Carts	Once a Week
Police Department	600 N. Highway 175	2 Cubic Yard	Once a Week
Fire Station	1717 North Highway 175	3 Cubic Yard	Once a Week
Central Park	1719 North Highway 175	6 Cubic Yard	Once a Week
Petty White Park	2407 Clover Hill	8 Cubic Yard	Twice a Week
Bearden Park	600 May Road	6 Cubic Yard	Once a Week
Community Center	206 Farmers Road	4 Cubic Yard	Once a Week
Animal Shelter	1330 E. Malloy Bridge Road	4 Cubic Yard	Once a Week
Service Center	101 N. Watson	30 Yard Roll Off	Weekly
*Special Events	TBD	30 Yard Roll Off	28 Hauls per Year

\* Each 30 yard roll off container shall be made available for approximately 5 days. Dates for these events will be provided thirty (30) days prior to delivery. These dates assume delivery one (1) working day prior to event and removal on first working day after event.

Port-A-Lets and Wash Stations

Event Name	Number of Port-A-Lets	Number of Waste Stations	Delivery Dates
**City's Discretion	25	12	To Be Decided
** Special Event Boxes	50	0	To Be Decided

\* Dates for these events will be provided thirty (30) days prior to delivery. These dates assume delivery one (1) working day prior to event and removal on the first working day after event.

**Exhibit C**  
**Certificate of Authority**

I, John C. Gustafson, President and Chief Executive Officer of Frontier Waste Holdings, LLC, a Delaware corporation, certify the following:

- (i) I am the President and Chief Executive Officer of Frontier Waste Holdings, LLC and as such have been duly authorized to make the representations set forth in this Certificate of Authority on behalf of Frontier Waste Holdings, LLC;
- (ii) Frontier Waste Holdings, LLC is the sole managing member of Frontier Waste Texas Holdco, LLC, a Delaware limited liability company duly registered to do business in the State of Texas;
- (iii) Frontier Waste Holdco, LLC is the sole managing member of Frontier Ventures I, LLC, a Delaware limited liability company duly registered to do business in the State of Texas;
- (iv) In my capacity as President and Chief Executive Officer of Frontier Waste Holdings, LLC, I have been duly authorized by Frontier Waste Holdings, LLC to act for and on behalf of Frontier Waste Holdings, LLC, Frontier Waste Holdco, LLC, and Frontier Texas Ventures I, LLC in executing the Municipal Solid Waste Collection Transportation and Disposal Agreement with the City of Seagoville, Texas set forth above for and on behalf of and as the legally binding act of Frontier Texas Ventures I, LLC and to the extent required, for and on behalf of the other named entities, as the authorized act and deed of Frontier Texas Ventures I, LLC; and
- (v) The authority granted to me by Frontier Waste Holdings, LLC continues until the date of receipt by the City of Seagoville of written notification of its revocation.

SIGNED:

FRONTIER WASTE HOLDINGS, LLC

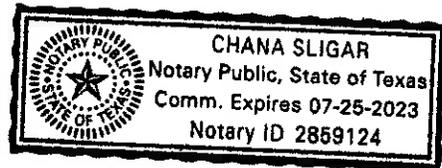
DocuSigned by:  
John Gustafson  
89DC9E846755445  
John C. Gustafson

STATE OF Texas  
COUNTY OF Dallas

On this 11 day of August, 2022, before me came John C. Gustafson, who being by me duly sworn, says that he is the President and Chief Executive Officer of Frontier Waste Holdings, LLC, the limited liability company described in the foregoing Certificate of Authority and stated that he executed the foregoing Certificate of Authority on behalf of and as the legal act and deed of Frontier Waste Holdings, LLC on behalf of Frontier Waste Texas Holdco, LLC as managing member of and for Frontier Texas Ventures I, LLC, after first having been duly authorized so to do.

Chana Sligar  
Notary Public

My Commission Expires: 07-25-2023



# Solid Waste and Recycling Proposal for The City of Seagoville



# Current Services

Solid Waste	Recycling	Brush/Bulky
1 x per week in 95-gallon cart	Every Other Week in 95- gallon cart	1 x per month collection (unlimited)

Current Rate for these services is \$15.86

Republic's current contract expires January 31, 2023



# PROCUREMENT PROCESS

- Staff engaged Solid Waste Specialists in April 2022 to provide RFP and Contract documents and assist with the procurement of a new contract for the upcoming term.
- The Kick-off meeting was held with Staff on April 18<sup>th</sup> followed up by a Council workshop on April 25<sup>th</sup> wherein Council gave specific instructions to SWS regarding changes desired in the new contract



# PROCUREMENT PROCESS

SWS prepared an RFP and Contract based on:

- Garbage collection 1 x weekly in Contractor Cart
- **New** Recycling 1x EVERY week in Contractor Cart
- **New** Up to 3 yards of Brush/Bulk collected weekly.
- **New** Unusual accumulations for a fee.
- **New** Temporary Roll Off to be open market.

# PROCUREMENT PROCESS

- The franchise fee for commercial and roll-off work will remain at 10%.
- The cost for Unusual Accumulations will be based on time and disposal expense.
- A section providing for Liquidated Damages will be inserted.
- Rate adjustments will be determined using the Bureau of Labor Statistics Garbage and Trash Index.



# PROCUREMENT PROCESS

- Pre-Bid meeting was held on June 16th.
- Seven firms attended the meetings and were then given a week to send in follow-up questions to allow Staff to respond.



# PROPOSAL RESPONSES

Five firms responded. They were:

Republic (incumbent) No Bid

Waste Management

Black Jack Disposal

Frontier

Waste Connections

CWD



# THE SCORING PROCESS

	<b>5= extremely qualified</b> <b>4= well qualified</b> <b>3= qualified</b> <b>2= possibly qualified</b> <b>1= no recommendation</b>		Waste Management	Black Jack	CWD	Frontier	Waste Connections
		Detractors 					
Compliance and Clarity of Proposal	How well proposal follows RFP - <u>minimum number of exceptions to the Proposal.</u>	5%	2	4	2	4	3
Experience Providing Like-Services to Like-Sized Cities	Past Performance and Experience providing similar services in like cities	5%	4	2	4	4	4
Strength of Personnel at the Hauling Division	Competence and Experience of Key Personnel	5%	4	4	3	4	3
Operational Plan in Narrative Format	Quality of Plan to achieve the City's Service Objectives	15%	4	3	3	4	4
Transition Plan to New Vendor and/or Service Model	Quality of Plan to change to new service levels, carts, etc.	15%	4	3	4	3	3
Disaster Management Plan	Quality and cost of Disaster Debris removal Plan and HHW (emphasizing recycling)	5%	4	4	3	3	3
Customer Service, Contract Compliance Reporting, the use of GPS & Support	How GPS Tracking System interfaces with Customer Service - Customer Service responsiveness and reporting	10%	3	4	4	4	2
Financial Strength of Proposer	Financial Stability of the Contractor	5%	3	1	3	3	3
<b>Total Weighted Score &gt;&gt;</b>			<b>47</b>	<b>41</b>	<b>44</b>	<b>47</b>	<b>41</b>
			65%				

# THE SCORING PROCESS

The Written Evaluation, scored by the Committee selected by the City, had a potential of 65 points for a perfect score.

The Price Evaluation, rates extended by actual quantities of work, had a value of 35 points for the lowest score, with other scores based on a ratio against that lowest score.

The two steps were combined for a Total Score.

Two best scores would be interviewed in person

# RATE TABULATIONS

	Residential	Commercial	Roll Off	Total
<b>Waste Connections</b>	\$ 140,807	\$ 37,438	\$25,274	<b>\$203,519</b>
House Rate	\$ 17.48			
<b>Frontier</b>	\$ 129,497	\$ 45,231	\$34,070	<b>\$208,798</b>
House Rate	\$ 14.68			
<b>Black Jack</b>	\$ 142,518	\$ 47,992	\$36,977	<b>\$227,486</b>
House Rate	\$ 16.25			
<b>CWD</b>	\$ 156,963	\$ 49,723	\$39,291	<b>\$245,976</b>
House Rate	\$ 18.23			
<b>Waste Management</b>	\$ 220,707	\$ 46,525	\$40,272	<b>\$307,504</b>
House Rate	\$ 27.25			

# COMPARING THE TOP TWO

	Residential	Commercial	Roll Off	Total		Low score divided by Proposer Score then multiplied by 35
<b>Waste Connections</b>	\$ 140,807	\$ 37,438	\$25,274	<b>\$203,519</b>		<b>35.00</b>
House Rate	\$ 17.48					
<b>Frontier</b>	\$ 129,497	\$ 45,231	\$34,070	<b>\$208,798</b>		<b>34.12</b>
House Rate	\$ 14.68					

<b>Current</b>	\$ 134,807	\$ 44,378	\$34,511	<b>\$213,696</b>
House Rate	\$ 15.86			



# THE SCORING PROCESS WITH COMBINED SCORES

	Waste Management	Black Jack	CWD	Frontier	Waste Connections
Written Evaluation : 65 points	41.82	36.2	41.6	46.2	39.8
Price Evaluation : 35 points	23.1	31.3	28.9	34.1	35
Total Score	64.4	67.5	70.6	80.3	74.8



Interviews



# INTERVIEWS

## Frontier

Presentation was on target to focus on those things of importance to the City

Their use of Track E-Z to capture calls and resulting action to resolve, allowing the City to have input to the ongoing day's activities was impressive

Particular emphasis on the Transition Plan was impressive



# Solid Waste Specialists Recommendation

Solid Waste Specialists recommends the City accept Frontier's proposal due to their having the highest overall total score and their focus on enhancing Customer Service Communications.

The contract has been filled out with the rates submitted by Frontier and agreed-to by both parties.



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

**Meeting Date: August 15, 2022**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute a Chapter 380 Grant Agreement with TSHH, LLC, in substantially the form of the agreement attached as Exhibit “1” and providing an effective date.

### **BACKGROUND OF ISSUE:**

The City of Seagoville is committed to the attraction and promotion of quality development of new and expanded businesses, and desires to provide economic development incentives and establish various programs to ensure the City remains competitive in the marketplace, encourages the increase and retention of quality jobs, encourages revenue streams from commercial, industrial, and manufacturing businesses that maintain or increase the taxable values of their real property and improvements and business personal property in the City. The City Council of the City of Seagoville has adopted a Comprehensive Policy Statement on Local Economic Development, Tax Abatement, and Business Incentives (the “Policy Statement”) which provides that the City of Seagoville may, on a case-by-case basis, give consideration to providing economic development incentives to individuals and businesses meeting the stated guidelines. The Chapter 380 Grant Agreement with TSHH, LLC, attached hereto as Exhibit “1,” conforms to the requirements of Chapter 380 of the Texas Local Government Code and the City’s Policy Statement.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Resolution – Approving Chapter 380 Grant Agreement w/TSHH, LLC  
Chapter 380 Grant Agreement w/TSHH, LLC

**RESOLUTION NO. XX-R-2021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CHAPTER 380 GRANT AGREEMENT WITH TSHH, LLC, IN SUBSTANTIALLY THE FORM OF THE AGREEMENT ATTACHED AS EXHIBIT “1”; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Seagoville is committed to the attraction and promotion of quality development of new and expanded business, and desires to provide economic development incentives and to establish various programs to ensure the City remains competitive in the marketplace, encourages the increase and retention of quality jobs, encourages revenue streams from commercial, industrial, and manufacturing businesses that maintain or increase the taxable values of their real property and improvements and business personal property in the City; and

**WHEREAS**, the City Council of the City of Seagoville has adopted a Comprehensive Policy Statement on Local Economic Development, Tax Abatement, and Business Incentives (the “Policy Statement”) which provides that the City of Seagoville may, on a case-by-case basis, give consideration to providing economic development incentives to individuals and businesses meeting the stated guidelines; and

**WHEREAS**, the Chapter 380 Grant Agreement with TSHH, LLC, attached hereto as Exhibit “1,” conforms to the requirements of Chapter 380 of the Texas Local Government Code and the City’s Policy Statement;

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

**Section 1.** That the City Council hereby authorizes the City Manager to execute the grant agreement with TSHH, LLC, attached hereto and incorporated herein for all purposes as Exhibit “1.”

**Section 2.** That this Resolution shall take effect immediately from and after its passage, and it is, accordingly, so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Seagoville, Texas, this the 15th day of August 2022.

CITY OF SEAGOVILLE, TEXAS

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Dennis K. Childress, Mayor

APPROVED AS TO FORM:

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Victoria W. Thomas, City Attorney

ATTEST:

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Kandi Jackson, City Secretary

**EXHIBIT “1”**  
**[Chapter 380 Grant Agreement]**

**CHAPTER 380 GRANT AGREEMENT BETWEEN THE CITY OF SEAGOVILLE,  
TEXAS AND TSHH, LLC**

This **CHAPTER 380 GRANT AGREEMENT** (“Agreement”) is made by and between The City of Seagoville, Texas, referred to as (“City”), and TSHH, LLC, a Texas limited liability company (“Company”), acting by and through their respective authorized officers and representatives.

**WHEREAS**, the City Council of the City of Seagoville, Texas (“City Council”) has investigated and determined that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380, Texas Local Government Code, as amended (“Chapter 380”); and

**WHEREAS**, the Company will be engaged in the business of purchasing building materials for its use on construction projects within the City; and

**WHEREAS**, the Company has advised that it would like to partner with the City, and that a contributing factor that would induce the Company to purchase items using a Texas Direct Payment Permit and generate economic development and local use tax revenue for the City, that would otherwise not be available to the City, would be an agreement by the City to provide an economic development grant to the Company; and

**WHEREAS**, the Company desires to purchase and use new building materials within the City that will generate additional economic development and use tax revenue for the City; and

**WHEREAS**, the City Council has investigated and determined that the Company meets the criteria for providing the grants (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (i) acquiring properties for development, and constructing improvements; (ii) adding taxable improvements to real property in the City; and (iii) creating employment opportunities for the citizens of Seagoville (collectively, the “Approved Project”); and

**WHEREAS**, the City has concluded that the Approved Project qualifies for a Grant under Chapter 380; and

**WHEREAS**, with the approval of this Agreement, the City hereby establishes a program authorized by Chapter 380 to encourage and induce the generation of local use tax; and

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

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I  
DEFINITIONS

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

“Agreement” shall mean this Chapter 380 Grant Agreement, together with all exhibits, schedules, and attachments that are attached to this Agreement from time to time, if any.

“City” and “Grantor” shall mean Seagoville, Texas.

“Company” shall mean TSHH, LLC.

“Commencement Date” shall mean July 1, 2022.

“Effective Date” shall mean July 1, 2022.

“Direct Payment Permit” also referred to herein as a “Texas Direct Payment Permit” shall mean that permit issued by the State of Texas authorizing Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of Company’s taxable purchases. Texas Rule 3.288 of the Texas Administrative Code defines the requirements and responsibilities of Texas Direct Payment Permit holders along with any amendments, permutations, or recodifications of such Code or Rules whether renaming such permits or otherwise modifying such provisions.

“Event of Bankruptcy or Insolvency” shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party’s existence as a going business, insolvency, appointment of receiver for any part of a party’s property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

“Force Majeure” shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of the party.

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

“Program” shall mean the economic incentive program established by the City pursuant to Chapter 380 of the Texas Local Government Code together with any amendments, permutations, or recodifications of such Code provisions whether renaming such economic incentive or other modifications thereof.

“Program Grant” shall mean the periodic payments paid by the City to the Company in accordance with Section 3 of this Agreement.

“Grant Period” shall mean consecutive six (6) month periods during the term of this Agreement, with the first Grant Period beginning on the Effective Date.

“Taxable Items” shall have the same meaning assigned by Sections 151.010 and 151.0101, TEX. TAX CODE, as amended.

“Use Tax Receipts” shall mean the City’s net receipts from the State of Texas from the collection of one percent (1%) general City use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, attributed to the collection of use tax by Company associated with the issuance of Company’s Texas Direct Payment for Taxable Items used or consumed in the City.

“Use Tax Certificate” shall mean a certificate or other statement in a form reasonably acceptable to the City setting forth the Company’s collection of use tax imposed by and received by the City from the State of Texas, for the use of Taxable Items by Company in the City for the applicable calendar month during a Grant Period which are to be used to determine Company’s eligibility for a Grant, together with such supporting documentation required herein, and as City may reasonably request.

## ARTICLE II TERM

2.01 Term. The term of this Agreement shall begin on the Effective Date and continue for a ten (10) year period.

2.02 This Agreement shall remain in effect until City has made the Program Grants set forth in Section 3 of the Agreement, or until otherwise terminated under the provisions of this Agreement.

2.03 This Agreement may be extended for an additional period of time on terms mutually acceptable to both parties by a written agreement executed by both parties.

## ARTICLE III ECONOMIC DEVELOPMENT GRANT

3.01 Grant. Subject to the Company’s continued compliance with (a) all the terms and conditions of this Agreement, the City agrees to provide Company with an economic development grant from lawful available funds payable as provided herein in an amount equal to eighty (80%)

percent of the Use Tax Receipts for the applicable Grant Period, as previously defined herein (the “Grant”). The amount of each Grant shall be computed by multiplying the Use Tax Receipts received by the City for a given Grant Period by 80% and then deducting any administrative fee charged to the City by the State of Texas for collection of the Use Taxes pursuant to Tax Code Section 321.503 or other applicable law, if said fee has not previously been calculated into determination of Use Tax Receipts. The Grant will be paid semi-annually at the end of June and the end of December with the potential exception of the final Grant Period during the ten (10) year period following the execution of the Agreement, commencing July 1, 2022. The Grant will never include any monies the Company pays or owes to the State of Texas for any penalties for late payments, failures to report in a timely manner, and the like, related to the Use Tax Receipts.

3.02 Grant Payment. City shall pay the Grant for the applicable Grant Period within forty-five (45) days after receipt of a Use Tax Certificate from Company following the end of each Grant Period, pursuant to Section 4.01. Company shall submit Use Tax Certificates to City within thirty (30) days following the end of the applicable Grant Period, beginning with the first Grant Period. For illustration purposes, assume the first Grant Period begins on July 1, 2022 and continues through and includes December 31, 2022. Company would submit a Use Tax Certificate to City for the first Grant Period by January 30, 2023 and City would pay the first Grant within forty-five (45) days after receipt of (a) the Use Tax Certificate and (b) the net Use Tax Receipts within the Grant Period.

3.03 Amended Returns and Audits. In the event the Company files an amended use tax return, or report, or if additional use tax is due and owing, as a result of an audit conducted by the State of Texas that increases the Use Tax Receipts for a previous period covered within the term of this Agreement, the Grant payment for the Grant Period immediately following such State-approved amendment shall be adjusted accordingly, provided the City must have received the Use Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Company shall provide City with a copy of such amended use tax report, tax return or audit adjustment, and the approval thereof by the State of Texas.

3.04 Refunds. In the event the State of Texas determines that the City erroneously received Use Tax Receipts, or that the amount of use tax paid to the City exceeds the correct amount of use tax for a previous Grant paid to the Company, the Company shall, within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such Grant exceeded the amount to which the Company was entitled pursuant to such State of Texas determination, pay such amount to the City. The City may at its option adjust the Grant payment for the Grant Period immediately following such State of Texas determination to deduct therefrom the amount of the overpayment. As a condition precedent to payment of such refund, the City shall provide Company with a copy of such determination by the State of Texas.

3.05 Grant Payment Termination; Suspension. The payment of the Grants shall terminate on the effective date of termination of the Direct Payment Permit or on the date of determination by the State of Texas or other appropriate agency or court of competent jurisdiction that the Direct Payment Permit of Company is terminated or revoked prior to the effective date of termination (the “Comptroller Challenge”). In the event the State of Texas seeks to invalidate the the Direct Payment Permit of Company the payment of Grants by the City hereunder shall be suspended until such Comptroller Challenge is resolved favorably to the City and Company. In such event, the Company shall not be required to return or refund Grants previously received from the City provided the Company is actively defending against and/or contesting the Comptroller Challenge

and Company promptly informs the City in writing of such Company actions and with copies of all non-privileged documents and information related thereto. In the event the Comptroller Challenge is not resolved favorably to the City, then the obligation to pay the Grants shall terminate and the Company shall refund all Grants received by the Company from the City that relate to the Comptroller Challenge, which refund shall be paid to the City within sixty (60) days after the date that the City is required to repay Use Tax Receipts related to the Comptroller Challenge

3.06 Current Revenue. The Grants made hereunder shall be paid solely from lawfully available funds pursuant to Texas Constitution Article II, Section 52-a, and Texas Local Government Code Chapter 380. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Grants except as allowed by law. The City shall not be required to pay any Grants if prohibited under federal or state legislation or a decision of a court of competent jurisdiction. Under no circumstances shall City obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Company. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

3.07 Indemnification. **THE COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY FOR PURPOSE OF THIS SECTION, THE "CITY") HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, CLAIMS, LAWSUITS, JUDGMENTS, BY THE STATE OF TEXAS THAT THE CITY HAS BEEN PAID ERRONEOUSLY, OVER-PAID OR INCORRECTLY ALLOCATED USE TAX ATTRIBUTED TO THE COMPANY DIRECT PAYMENT PERMIT AND THE COLLECTION OR PAYMENT OF USE TAX BY COMPANY FOR TAXABLE ITEMS USED OR CONSUMED IN THE CITY FOR ANY GRANT PERIOD DURING THE TERM OF THIS AGREEMENT (COLLECTIVELY, A "CLAIM"). IT BEING THE INTENTION OF THE PARTIES THAT THE COMPANY SHALL BE RESPONSIBLE ONLY FOR THE REPAYMENT OF ANY GRANTS PAID TO THE COMPANY HEREIN BY THE CITY THAT INCLUDES USE TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WERE PAID ERRONEOUSLY, DISTRIBUTED, OR ALLOCATED TO THE CITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND DO NOT CREATE ANY OBLIGATIONS FROM OR GRANT ANY CONTRACTUAL OR OTHER RIGHTS TO ANY OTHER PERSON OR ENTITY, OTHER THAN OBLIGATIONS, IF ANY, THAT ARISE FROM THE COMPANY TO THE CITY TO PERFORM OBLIGATIONS CREATED BY THIS SECTION.**

#### ARTICLE IV CONDITIONS TO THE ECONOMIC DEVELOPMENT GRANT

The obligation of the City to provide any Grant payment shall be conditioned upon the continued compliance with and satisfaction of each of the terms and conditions of this Agreement by Company and each of the conditions set forth in this Article.

4.01 Use Tax Certificate. During the term of this Agreement, the Company shall within thirty (30) days after the end of each Grant Period, provide the City with a Use Tax Certificate relating to Use Tax Receipts paid during the Grant Period. The City shall have no duty to calculate the Use Tax Receipts or determine Company's entitlement to any Grant for a Grant Period, or pay any Grant during the term of this Agreement until such time as Company has provided the City a Use Tax Certificate for such Grant Period and the City has received the actual Use Tax Receipts from the State of Texas attributable to such calendar months within the Grant Period. Company shall provide such additional documentation as may be reasonably requested by City to evidence, support and establish the use tax paid directly to the State of Texas pursuant to Company's Direct Payment Permit. The Use Tax Certificate for each Grant Period shall at a minimum contain, include or be accompanied by the following:

- a. A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports during the applicable Grant Period, use tax audit assessments or credits, including amended use tax returns or reports, filed by the Company during the Grant Period showing use tax paid directly to the State of Texas related to Company's operations for the Grant Period; and
- b. Information concerning any refund or credit received by the Company of use tax paid by the Company which has previously been reported by the Company as use tax paid for a previous Grant Period within the term of this Agreement.

Company will provide to City the Use Tax Certificates from time to time pursuant to the terms of the Agreement, which are confidential ("Confidential Information") and, except as otherwise provided herein, may not be disclosed to a third party without the Company's consent. To the extent that any disclosure of the Confidential Information may be required by law, City will use reasonable efforts to inform Company of the request in sufficient time for Company to assert any objection it may have to such disclosure to an appropriate judicial or administrative body.

4.02 Receipt of Use Tax Certificate. City must have received a Use Tax Certificate for the months within the Grant Period for which payment of a Grant is requested, and City must have received the actual Use Tax Receipts for all calendar months within the Grant Period.

4.03 Issuance of Direct Payment Permit. The Company shall have issued its Texas Direct Payment Permit to specific suppliers or vendors that provide large quantities of building materials or other tangible personal property.

4.04 Direct Payment Permit. The Company shall have provided the City with a true and correct copy of its Texas Direct Payment Permit, which permit shall be kept in full force and effect throughout the term of the Agreement.

4.05 Good Standing. Company or the City shall not have an uncured material breach or default of this Agreement.

ARTICLE V  
TERMINATION

5.01 This Agreement may be terminated upon the occurrence of any one or more of the following:

- (a) mutual written agreement of the parties;
- (b) written notice by City or Company to the other, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the City or Company, as the case may be;
- (c) written notice by City to Company, if any Impositions owed to the City or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions);
- (d) written notice by City to Company, if Company suffers an Event of Bankruptcy or Insolvency;
- (e) written notice by City or Company to the other, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
- (f) written notice by Company to City, if the City does not pay the applicable Grant amount within 45 days of receipt of the Use Tax Receipts as required herein covered by a valid Use Tax Certificate issued by Company or fails to cure this breach within an additional 30 days and so long as the Company is not in default, or;
- (g) expiration of the term, or any subsequent renewal of the term.

5.02 Offsets. The City may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from the Company regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise and regardless of whether the debt due the City has been reduced to judgment by a court. Notwithstanding the foregoing, the City shall not utilize any offsets under this provision without first providing written notice to Company of its intent to offset an alleged debt and provide Company thirty (30) days to either cure or dispute the alleged debt. During the pendency of any dispute between Company and City regarding an alleged debt, the City will not offset any amounts related to the disputed debt.

5.03 Extinguishment. The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

## **ARTICLE VI MISCELLANEOUS**

6.01 Binding Agreement. The terms and conditions of this Agreement are binding upon the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned without the express written consent of Grantor, which consent shall not be unreasonably withheld or delayed.

6.02 Limitation on Liability. It is understood and agreed between the parties that the Company and City, in satisfying the conditions of this Agreement, have acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the City from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Company's performance of the conditions under this Agreement.

6.03 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the parties.

6.04 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.05 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days after being sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered, as reflected on the signed delivery receipt.

If intended for City, to:

Attn: Patrick Stallings, City Manager  
City of Seagoville, Texas  
702 N. Hwy. 175  
Seagoville, TX 75159  
Email: [PStallings@seagoville.us](mailto:PStallings@seagoville.us)

With a copy to:

Attn: Victoria Thomas  
Nichols Jackson  
Suite 1800  
500 North Akard Street  
Dallas, Texas 75201  
Email: [vthomas@njdhs.com](mailto:vthomas@njdhs.com)

If intended for the Company:

Attn: Jed Dolson  
Chief Executive Officer  
TSHH, LLC  
2805 Dallas Parkway, Suite 400  
Plano, TX 75093  
Email: [jdolson@greenbrickpartners.com](mailto:jdolson@greenbrickpartners.com)

With a copy to:

Attn: Neal Suit  
General Counsel  
TSHH, LLC  
2805 Dallas Parkway, Suite 400  
Plano, TX 75093  
Email: [nsuit@greenbrickpartners.com](mailto:nsuit@greenbrickpartners.com)

6.06 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.07 Governing Law. The laws of the State of Texas shall govern the Agreement without giving effect to any conflict of law rules or principles that might result in the application of the laws of another jurisdiction. This Agreement is fully performable in Seagoville, Dallas County, Texas with exclusive venue for any action concerning this Agreement being in a state district court in Dallas County, Texas. Without waiving any applicable immunities, the City and Company agree to otherwise submit to the personal and subject matter jurisdiction of said court.

6.08 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

6.09 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Recitals. The recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument and any such counterparts shall be deemed to be incorporated herein.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

6.14 Dispute Resolution. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Grantor and Company shall share the costs of mediation equally. The mediation shall be held in Seagoville, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof

**6.15 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations:**

A. Company verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

B. Company verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

C. Company verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms

are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association

D. This section does not apply if Company is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

***[SIGNATURE PAGES FOLLOW]***

EXECUTED as of the \_\_\_\_ day of \_\_\_\_\_, 2022.

THE CITY OF SEAGOVILLE, TEXAS

By: \_\_\_\_\_  
Patrick Stallings, City Manager

ATTEST:

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

EXECUTED as of the \_\_\_\_ day of \_\_\_\_\_, 2022.

TSHH, LLC  
a Texas Limited Liability Company

By: \_\_\_\_\_  
Jed Dolson, Managing Member and  
Chief Executive Officer

ACKNOWLEDGMENTS

STATE OF TEXAS §  
CITY OF SEAGOVILLE §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Patrick Stallings, City Manager of The City of Seagoville, Texas, on behalf of said city.

Name: \_\_\_\_\_

Notary Public, State of Texas

My commission expires: \_\_\_\_\_

STATE OF TEXAS §  
CITY OF PLANO §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Jed Dolson, Managing Member and Chief Executive Officer of TSHH, LLC, a Texas limited liability company, as the duly authorized act for and on behalf of said company.

Name: \_\_\_\_\_

Notary Public - State of Texas

My commission expires: \_\_\_\_\_

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

**Meeting Date: August 15, 2022**

### **ITEM DESCRIPTION:**

Receive presentation on applications from Chamber of Commerce in support of their request for FY 2023 funding for community events from the City's hotel/motel tax.

### **BACKGROUND OF ISSUE:**

The Chamber of Commerce has submitted three (3) grant applications requesting funding amount of \$31,000.00 for the following:

Mayfest/Cinco de Mayo	\$12,500.00
Seagofest	\$12,500.00
4 <sup>th</sup> of July Celebration	\$6,000.00

### **FINANCIAL IMPACT:**

\$31,000 payable from hotel/motel taxes

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Applications for funding

## Application

Date: July 1, 2022

### ***Organization Information***

Name of Organization: **Seagoville Chamber of Commerce Information and Tourism Bureau**

Address: **109 N Kaufman Street**

City, State, Zip: **Seagoville, Texas 75159**

Contact Name: **Ritha Edwards**

Contact Phone Number: **(972) 287-5184**

Web Site Address for Event or Sponsoring Entity: **www.seagovillecoc.org**

Non-Profit or For-Profit status: **Non-Profit** Tax ID #: **47-2234629**

Entity's Creation Date: **December 10, 1979**

Purpose of your organization: **To promote local businesses and tourism for Seagoville, Texas.**

### ***Event Information***

Name of Event or Project: **Mayfest**

Date of Event or Project: **May 4-7, 2023**

Primary Location of Event or Project: **C.O. Bruce Central Park**

Amount Requested: **\$12,500.00**

How will the funds be used: **Planning, promoting, and advertisement for the event. Securing entertainment, lighting, staging, portlets, and sound. Secure signs and barriers. Acquire carnival, craft and food vendors. Four days of fun for the community and surrounding areas.**

Primary Purpose of Funded Activity/Facility:

To promote tourism for Seagoville and our area.

**Percentage of Hotel Tax Support of Related Costs**

**30%** Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

**N/A** Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

**35%** Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities **30%**

***Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:***

- a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ \_\_\_\_\_
- b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ \_\_\_\_\_
- c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: **\$5,000.00**
- d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms : **\$5,000.00**
- e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested under this category: \$ \_\_\_\_\_

- f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$ \_\_\_\_\_

How many individuals are expected to participate in the sporting related event? \_\_\_\_\_

How many of the participants at the sporting related event are expected to be from another city or county? \_\_\_\_\_

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

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- g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ \_\_\_\_\_

What sites or attractions will tourists be taken to by this transportation? \_\_\_\_\_

Will members of the general public (non-tourists) be riding on this transportation? \_\_\_\_\_

What percentage of the ridership will be local citizens? \_\_\_\_\_

- X h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: **\$2,500.00**

What tourist attractions will be the subject of the signs? **Carnival, vendors, live concerts, car show, and folkloric dance. Local restaurants will be promoted.**

**Questions for All Funding Request Categories:**

1. How many years have you held this Event or Project: **13**
2. Expected Attendance: **18,000 to 20,000 over four days**
3. How many people attending the Event or Project will use Seagoville hotels?

Number of nights will they stay: **3**

4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: **Negotiations are ongoing with all Hotels and Motels. Daily discount applies.**

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<b>2020</b>	<b>Due to Covid-19, no event held/no funds received</b>	
<b>2021</b>	<b>\$10,500.00</b>	
<b>2022</b>	<b>\$10,500.00</b>	

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? **Survey Hoteliers and restaurants. Interview attendees at live remotes with KSGV 95.5 FM radio, working on blocking rooms. Leave request for information cards in Hotel/Motel rooms.**

7. Please list other organization, government entities, and grants that have offered financial support to your project: **None**

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used? **No admission charged. If there is profit it will be used for the next event.**

9. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper: **X**  
Radio: **X**      **25 +**  
TV: \_\_\_\_\_  
Other Paid Advertising: **X**

Number of Press Releases to Media: **25**

Number Direct Mailings to out-of-town recipients': **19,000**

Other Promotions: **Flyers, Posters, direct mailings, Promotion on 95.5 FM and signage.**

10. Will you include a link to the CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? **Yes**
11. Will you negotiate a special rate or hotel/event package to attract overnight stays? **Yes**
12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?  
**Radio Station and signage**
13. What geographic areas does your advertising and promotion reach: **Mesquite, Forney, Crandall, Kaufman, Terrell, Pleasant Grove, Hutchins, Ferris, Balch Springs, South and Southeast Dallas.**
14. How many individuals will your proposed marketing reach who are located in another city or county? **The broadcast radius is to include 500,000 potential listeners.**
15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):  
Expected Attendance Monthly/Annually: **N/A**  
Percentage of those in attendance that are staying at area hotels/lodging facilities: \_\_\_\_\_%

**Please Submit no later than August 15<sup>th</sup> to:**

City of Seagoville  
City Secretary's Office  
702 N. Highway 175  
Seagoville, TX 75159  
(P) (972) 287-2819 (F) (972) 287-3891



# Seagoville

CHAMBER OF COMMERCE  
INFORMATION

— (C) —  
TOURISM BUREAU

109 N Kaufman Street  
Seagoville, Texas 75159  
(972) 287-5134

## Hotel Occupancy Tax Grant Funds

**2023**

**MAYFEST**

Entertainment	\$3500.00
Staff Costs	\$1650.00
Printing and Signs	\$600.00
Advertising	\$2500.00
Supplies/Postage	\$400.00
Event Insurance	\$700.00
Barriers	\$750.00
Port a Potty's	\$2400.00

**\$12,500.00**

## Application

Date: July 1, 2022

### ***Organization Information***

Name of Organization: **Seagoville Chamber of Commerce Information and Tourism Bureau**

Address: **109 N Kaufman Street**

City, State, Zip: **Seagoville, Texas 75159**

Contact Name: **Ritha Edwards**

Contact Phone Number: **(972) 287-5184**

Web Site Address for Event or Sponsoring Entity: **www.seagovillecoc.org**

Non-Profit or For-Profit status: **Non-Profit** Tax ID #: **47-2234629**

Entity's Creation Date: **December 10, 1979**

Purpose of your organization: **To promote local businesses and tourism for Seagoville, Texas.**

### ***Event Information***

Name of Event or Project: **4<sup>th</sup> of July Celebration**

Date of Event or Project: **June 30, 2023**

Primary Location of Event or Project: **C.O. Bruce Central Park**

Amount Requested: **\$6,000.00**

How will the funds be used: **Planning, promoting, and advertising the event. Paying for the entertainment. Secure staging, lighting, and sound. Portable stage and radio station announcements.**

Primary Purpose of Funded Activity/Facility:

**To promote tourism for Seagoville. To spend money in order to bring people to our event that will spend money at our hotels/motels, our restaurants and buy their gas and necessities in Seagoville!**

**Percentage of Hotel Tax Support of Related Costs**

**20%** Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

**N/A** Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

**30%** Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities **30%**

***Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:***

- a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$\_\_\_\_\_
- b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$\_\_\_\_\_
- c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: **\$2,500.00**
- d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms : **\$2,500.00**
- e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested under this category: \$\_\_\_\_\_

- f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category:**  
\$ \_\_\_\_\_

How many individuals are expected to participate in the sporting related event? \_\_\_\_\_

How many of the participants at the sporting related event are expected to be from another city or county? \_\_\_\_\_

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

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- g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ \_\_\_\_\_**

What sites or attractions will tourists be taken to by this transportation? \_\_\_\_\_

Will members of the general public (non-tourists) be riding on this transportation? \_\_\_\_\_

What percentage of the ridership will be local citizens? \_\_\_\_\_

- X** **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$1000.00**

**Live entertainment that includes a patriotic program. Tourist will also receive information about local attractions.**

**Questions for All Funding Request Categories:**

1. How many years have you held this Event or Project: **9**
2. Expected Attendance: **18,000 to 20,000**
3. How many people attending the Event or Project will use Seagoville hotels? **25-50**  
 Number of the people many nights will they stay: **1**
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: **Not yet but continue to dialogue with hoteliers about how this benefits them.**
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<b>7/2020</b>	<b>Due to Covid-19, no event held/no funds received</b>	
<b>7/2021</b>	<b>\$6000.00</b>	
<b>7/2022</b>	<b>\$6,000.00</b>	

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? **Survey Hoteliers and restaurants. Interview attendees and live remotes with 95.5 FM radio.**
7. Please list other organization, government entities, and grants that have offered financial support to your project: **None**
8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?  
**No admission charged. This event has never produced net profit. It is done as a service and if there were profit it would go to the next event.**
9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper:   X    
Radio:   X    
TV: \_\_\_\_\_  
Other Paid Advertising:   X  

Number of Press Releases to Media: **30 +**  
Number Direct Mailings to out-of-town recipients': **19,000**

Other Promotions: **Flyers, Posters, Festivals of Texas ads, Radio announcements on 95.5 FM, Signage.**

10. Will you include a link to the CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? **Yes**
11. Will you negotiate a special rate or hotel/event package to attract overnight stays?  
**Continuing to try.**
12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?  
**95.5 FM will be running hourly ads and information. More media information. Signage.**
13. What geographic areas does your advertising and promotion reach: **Crandall, Kaufman, Terrell, Pleasant Grove, Hutchins, Ferris, Balch Springs, South and Southeast Dallas.**
14. How many individuals will your proposed marketing reach who are located in another city or county? **The broadcast radius is to include 500,000 + potential listeners.**
15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: **N/A**

Percentage of those in attendance that are staying at area hotels/lodging facilities: \_\_\_\_\_%

**Please Submit no later than August 15<sup>th</sup> to:**

City of Seagoville  
City Secretary's Office  
702 N. Highway 175  
Seagoville, TX 75159  
(P) (972) 287-2819 (F) (972) 287-3891



# Seagoville

CHAMBER OF COMMERCE  
INFORMATION

— 6 —  
TOURISM BUREAU

109 N Kaufman Street  
Seagoville, Texas 75159  
(972) 287-5184

## Hotel Occupancy Tax Grant Funds

**2023**

### **4<sup>th</sup> of July Celebration**

Entertainment	\$3000.00
Staff Costs	\$1200.00
Advertising	\$1500.00
Supplies	\$300.00

**\$6,000.00**

## Application

Date: July 1, 2022

### ***Organization Information***

Name of Organization: **Seagoville Chamber of Commerce Information and Tourism Bureau**

Address: **109 N Kaufman Street**

City, State, Zip: **Seagoville, Texas 75159**

Contact Name: **Ritha Edwards**

Contact Phone Number: **(972) 287-5184**

Web Site Address for Event or Sponsoring Entity: **www.seagovillecoc.org**

Non-Profit or For-Profit status: **Non-Profit** Tax ID #: **47-2234629**

Entity's Creation Date: **December 10, 1979**

Purpose of your organization: **To promote local businesses and tourism for Seagoville, Texas.**

### ***Event Information***

Name of Event or Project: **Seagofest**

Date of Event or Project: **October 5-8, 2023**

Primary Location of Event or Project: **C.O. Bruce Central Park**

Amount Requested: **\$12,500.00**

How will the funds be used: **Securing live entertainment, lighting, staging, and sound. Promoting the event with flyers, posters, signage and announcements on 95.5 FM. Securing carnival, food and craft vendors, live concerts, folkloric dance, school performances, Parade and Car Show**

Primary Purpose of Funded Activity/Facility:

To promote tourism for Seagoville and the surrounding areas.

**Percentage of Hotel Tax Support of Related Costs**

**30%** Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

**N/A** Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

**30%** Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities **30%**

***Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:***

- a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ \_\_\_\_\_
- b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ \_\_\_\_\_
- c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: **\$5,000.00**
- d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms : **\$5,000.00**
- e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested under this category: \$ \_\_\_\_\_

- f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$ \_\_\_\_\_

How many individuals are expected to participate in the sporting related event? \_\_\_\_\_

How many of the participants at the sporting related event are expected to be from another city or county? \_\_\_\_\_

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

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- g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ \_\_\_\_\_

What sites or attractions will tourists be taken to by this transportation? \_\_\_\_\_

Will members of the general public (non-tourists) be riding on this transportation? \_\_\_\_\_

What percentage of the ridership will be local citizens? \_\_\_\_\_

- X h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: **\$2,500.00**

Carnival, live music, Car Show along with food and craft vendors. Local restaurants will be promoted along with local attractions.

### ***Questions for All Funding Request Categories:***

1. How many years have you held this Event or Project: **30**
2. Expected Attendance: **20,000 to 25,000 over three nights four days**

3. How many people attending the Event or Project will use Seagoville hotels? **75-100**

Number of the people many nights will they stay: **3**

4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: **Negotiation in process. Discount applies.**

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
10/2020	Due to Covid-19, no event held/no funds received	
10/2021	\$10,500.00	
10/2022	\$10,500.00	

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? **Interview hoteliers, restaurants, attendees, and live remotes done by 95.5 FM, surveys**

7. Please list other organization, government entities, and grants that have offered financial support to your project: **None**

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

**No admission charged. Profits vary and will be used for the next event.**

9. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper:   X    
Radio:   X    
TV: \_\_\_\_\_  
Other Paid Advertising:   X

Number of Press Releases to Media: **25 +**  
Number Direct Mailings to out-of-town recipients': **19,000**

Other Promotions: **Flyers, Posters, Signage, P.S.A. from 95.5 FM and Festivals of Texas ads.**

10. Will you include a link to the CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? **Yes**
11. Will you negotiate a special rate or hotel/event package to attract overnight stays?  
**In the process**
12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

**There will be announcements on 95.5 FM, live remotes from the event, and Signage.**

13. What geographic areas does your advertising and promotion reach: **State Wide**
14. How many individuals will your proposed marketing reach who are located in another city or county? **500,000 + potential listeners.**
15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: **N/A**

Percentage of those in attendance that are staying at area hotels/lodging facilities: \_\_\_\_\_%

**Please Submit no later than August 15<sup>th</sup> to:**

City of Seagoville  
City Secretary's Office  
702 N. Highway 175  
Seagoville, TX 75159  
(P) (972) 287-2819 (F) (972) 287-3891



# Seagoville

CHAMBER OF COMMERCE  
INFORMATION

— 6 —  
TOURISM BUREAU

109 N Kaufman Street  
Seagoville, Texas 75159  
(972) 287-5184

## Hotel Occupancy Tax Grant Funds

**2023**

### **SEAGOFEST**

Entertainment	\$4000.00
Staff Costs	\$2800.00
Printing and Signs	\$1500.00
Tables and Chairs	\$175.00
Advertising	\$2500.00
Supplies	\$150.00
Car Show	\$300.00
Event Insurance	\$735.00
Trophies	\$150.00
Postage and Mailing	\$190.00

**\$12,500.00**

## *Regular Session Agenda Item: 5*

**Meeting Date:** August 15, 2022

**ITEM DESCRIPTION:**

Presentation of the calculated no-new revenue (NNR), Voter Approved (VA) and de minimus tax rates and the Proposed Budget for the City of Seagoville's Fiscal Year 2023.

**BACKGROUND OF ISSUE:**

Gail French, Director of Finance presents the no-new revenue, voter approved, and de minimus tax rates and the City's Proposed Budget for FY 2023.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

Presentation – NNR, VA, de minimus tax rates with Proposed Budget



# **FY 2023 Proposed Budget**



**DALLAS CENTRAL APPRAISAL DISTRICT  
CERTIFICATION OF APPRAISAL ROLL**

**Year: 2022**

**Jurisdiction: City of SEAGOVILLE**

In accordance with the requirements of the Texas Property Tax Code, Chapter 26, Section 26.01, paragraphs (A) and (B), the following values are hereby certified:

Market Value of all Real & Business Personal Property Before Qualified Exemptions*	\$1,415,249,280
Taxable Value of all Real & Business Personal Property	\$1,111,546,733

In accordance with the requirements of the Texas Property Tax Code, Chapter 26, Section 26.01, paragraph (C), the following values are hereby certified as disputed values and are not included in the above totals:

	<b>Market Value</b>	<b>Taxable Value</b>
Values under protest as determined by the Appraisal District**	\$70,045,770	\$57,443,294
Values under protest as claimed by property owner or estimated by Appraisal District in event property owner's claim is upheld	\$49,032,039	\$40,210,306
Freeport Estimated Loss		\$0
Estimated Net Taxable		\$40,210,306

I, W. Kenneth Nolan, Executive Director/Chief Appraiser of the Dallas Central Appraisal District, do hereby certify the aforementioned values and totals to the taxing jurisdiction indicated above, in accordance with the requirements of the laws of the State of Texas on this 25th day of July, 2022 .

Dallas Central Appraisal District

W. Kenneth Nolan  
Executive Director/Chief Appraiser

*Total Value of New Construction in Certified Market Value above	\$63,807,673
**Value of Disputed New Construction in Protested Market Value Above	\$1,642,670

**2022 CERTIFIED TOTALS**

Property Count: 63

CG - CITY OF SEAGOVILLE

Grand Totals

7/21/2022

6:55:35AM

Land		Value			
Homesite:		355,375			
Non Homesite:		5,421,514			
Ag Market:		10,679,701			
Timber Market:		0	<b>Total Land</b>	(+) 16,456,590	
Improvement		Value			
Homesite:		1,008,705			
Non Homesite:		4,851,819	<b>Total Improvements</b>	(+) 5,860,524	
Non Real		Count	Value		
Personal Property:	15		1,730,993		
Mineral Property:	0		0		
Autos:	0		0	<b>Total Non Real</b>	(+) 1,730,993
			<b>Market Value</b>	=	24,048,107
Ag		Non Exempt	Exempt		
Total Productivity Market:	10,679,701		0		
Ag Use:	128,205		0	<b>Productivity Loss</b>	(-) 10,551,496
Timber Use:	0		0	<b>Appraised Value</b>	= 13,496,611
Productivity Loss:	10,551,496		0	<b>Homestead Cap</b>	(-) 322,376
			<b>Assessed Value</b>	=	13,174,235
			<b>Total Exemptions Amount</b>	(-) 5,265,973	
			<i>(Breakdown on Next Page)</i>		
			<b>Net Taxable</b>	=	7,908,262

APPROXIMATE TOTAL LEVY = NET TAXABLE \* (TAX RATE / 100)  
 62,380.37 = 7,908,262 \* (0.788800 / 100)

Certified Estimate of Market Value: 23,823,195  
 Certified Estimate of Taxable Value: 7,864,548

Tax Increment Finance Value: 0  
 Tax Increment Finance Levy: 0.00

# 2022 Tax Rate Calculation Worksheet

## Taxing Units Other Than School Districts or Water Districts

Form 50-856

*BW  
8-4-22*

City of Seagoville Taxing Unit Name	972.287.8800 Phone (area code and number)
175 N Hwy 175 Seagoville, TX 75159 Taxing Unit's Address, City, State, ZIP Code	www.seagoville.us Taxing Unit's Website Address

### SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

**No-new-revenue tax rate** ..... \$ 0.662127 /\$100  
 As applicable, enter the 2022 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). Indicate the line number used: 26

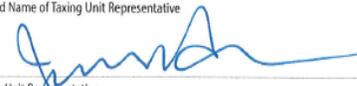
**Voter-approval tax rate** ..... \$ 0.752688 /\$100  
 As applicable, enter the 2022 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue). Indicate the line number used: 67

**De minimis rate** ..... \$ 0.707455 /\$100  
 If applicable, enter the 2022 de minimis rate from Line 72.

### SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code.<sup>50</sup>

**print here** ▶ John R. Ames, PCC, CTA  
 Printed Name of Taxing Unit Representative

**sign here** ▶   
 Taxing Unit Representative

8/4/22  
 Date

<sup>50</sup> Tex. Tax Code §26.042(c)  
<sup>51</sup> Tex. Tax Code §26.042(b)  
<sup>52</sup> Tex. Tax Code §§ 26.041(e-2) and (d-2)

Debt Rate Calculation Rate = .074415    Set by the Amount of debt owed for the year

No-New-Revenue tax rate = .662127

Voter-approval tax rate = .752688

De Minimis rate = .707455

**Current Year Tax Rate = .788800**

**Proposed Tax Rate for FY23 = .752687**

# TAX RATE SCENARIOS

TAX RATES

Home Value	0.7888	0.752687	0.74	0.73	0.72
200,000	1,578	1,505	1,480	1,460	1,440
300,000	2,366	2,258	2,220	2,190	2,160
400,000	3,155	3,011	2,960	2,920	2,880

Difference between the Current Rate and the Proposed Rates

Home Value		0.036	0.049	0.059	0.069
200,000		72.23	97.60	117.60	137.60
300,000		108.34	146.40	176.40	206.40
400,000		144.45	195.20	235.20	275.20

Property Tax Revenues	Tax Rate	Reduction
7,441,091	0.752687	
7,301,906	0.740000	(139,185)
7,192,199	0.730000	(248,892)
7,082,493	0.720000	(358,598)

# GENERAL FUND BUDGET

	CITY OF SEAGOVILLE			
	GENERAL FUND FINANCIAL SUMMARY			
	Actual 2020-2021	Amended Budget 2021-2022	Projected 2021-2022	Proposed 2022-2023
	.752687			
<b>Beginning Fund Balance</b>	\$3,658,977	\$4,417,222	\$4,417,222	\$4,366,808
<b>Revenues</b>				
Property Tax	\$5,981,876	\$6,119,484	\$6,481,687	\$7,441,091
Sales Tax	3,362,024	3,125,108	3,376,968	3,312,861
Franchise Fees	641,184	619,150	637,146	648,567
Sanitation Services	1,172,952	1,104,000	1,104,000	1,104,000
Licenses, Permits and Fees	899,371	436,655	898,165	386,655
Court and Library Fines	420,526	290,000	318,500	303,500
Grants and Gifts	3,117,649	289,749	189,749	50,000
Other Revenues	16,773	13,000	9,010	16,000
Transfers In	399,072	406,904	406,904	420,136
<b>Total Revenues</b>	<b>\$16,011,428</b>	<b>\$12,404,051</b>	<b>\$13,422,129</b>	<b>\$13,682,810</b>
<b>Total Available Funds</b>	<b>\$19,670,405</b>	<b>\$16,821,273</b>	<b>\$17,839,351</b>	<b>\$18,049,618</b>
<b>Expenditures</b>				
General Government	987,302	1,141,976	1,157,406	1,274,990
Public Safety	5,436,440	6,894,412	6,548,453	7,283,476
Community Services	1,580,562	1,582,467	1,589,477	1,606,508
Community Development	1,415,012	1,800,382	1,732,203	1,850,114
Non-Departmental	411,173	450,913	480,386	476,250
Tuition Reimbursement Program	0	5,000	0	5,000
Quint Debt Service	67,054	67,500	67,500	67,500
Reserve for Capital Expenditures	0	6,700	6,700	6,700
Transfer to Street Maintenance Fund	401,281	701,281	869,733	469,733
Transfer to Capital Projects Fund				625,000
Transfer to IT Replacement Fund	17,500	17,500	17,500	17,500
<b>Total Operations</b>	<b>\$10,316,324</b>	<b>\$12,668,131</b>	<b>\$12,469,357</b>	<b>\$13,682,771</b>
<b>Increase (Decrease) in Fund Balance</b>	<b>\$5,695,104</b>	<b>-\$264,080</b>	<b>\$952,772</b>	<b>\$40</b>
<b>One Time Use of Fund Balance</b>	3,387,741	\$ 1,252,928	\$ 1,003,186	\$ 352,181
<b>Ending Fund Balance</b>	<b>\$5,966,340</b>	<b>\$2,900,214</b>	<b>\$4,366,808</b>	<b>\$4,014,666</b>
<b>Required Fund Balance (60 Days)</b>	<b>\$1,695,834</b>	<b>\$2,082,432</b>	<b>\$2,049,757</b>	<b>\$2,249,223</b>
<b>Amount over Required Fund Balance</b>	<b>\$4,270,506</b>	<b>\$817,781</b>	<b>\$2,317,050</b>	<b>\$1,765,444</b>
<i>Days of Fund Balance</i>	<i>211.1</i>	<i>83.6</i>	<i>127.8</i>	<i>107.1</i>
<i>1 day of operations</i>	<i>\$28,264</i>	<i>\$34,707</i>	<i>\$34,163</i>	<i>\$37,487</i>
<b>Operations &amp; Maintenance Property Tax Rate</b>		<b>0.700050</b>	<b>0.700050</b>	<b>0.678272</b>

<b>Ongoing items</b>	<b>Amount</b>
Transfer to Street Maintenance	\$ 469,733
Transfer to Capital Projects	\$ 625,000
New position for Fire Marshal	\$ 110,064
New position for Police Officer	\$ 79,062
New Position for Code Enforcement Officer	\$ 60,368
New Position for Purchasing Agent	\$ 75,418
5% Increase in Health Care costs	5%
Step Pay Increase for Fire and Police (3%)	3%
2% Pay increase for all Other Employees	2%
Increase in Electricity from .03769 to .05603 per (KWh)	.02 per KWH
Other increases include Safety Equipment, Uniforms, Contracts (Cell phone, Software, Rentals etc. )	
<b>One Time Expenditures</b>	<b>Amount</b>
Firefighting Equipment	\$ 92,810
2023 Chevrolet Traverse for Fire Dept	\$ 30,329
Animal Shelter Kennels	\$ 35,000
3 Drones for the Police Department	\$ 41,297
Police Equipment ( Uniforms & Training for New Officer)	\$ 11,766
Dispatch Electronic Warrants	\$ 11,250
Utility Trailer for the Streets Dept	\$ 8,060
New Windows for Senior Center and Automatic Door for City Hall	\$ 29,669
Update to the City Zoning Map	\$ 25,000
	\$ 25,000
	\$ 42,000
	<b>\$ 352,181</b>

# WATER AND SEWER BUDGET

# CAPITAL IMPROVEMENT PROJECTS

Project	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Northern Basin Interceptor	\$ 4,000,000	\$ 0	\$ 0	\$ 0	\$ 0
HWY 175 Waterline Construction	315,000	0	0	0	0
Pump Station Replacements	0	800,000	0	0	800,000
Malloy Bridge Rd Sewer Relocation	0	200,000	0	0	0
Replace Waterline from Seagoville Rd S to Tunnel St (project PL1)	0	0	2,418,000	0	0
Replace Pipe at Cain St EST & Connection to 175 Frontage (PL5)	0	0	584,000	0	0
Replace Pipe from Ard Rd Pump Station NE to Seagoville Rd (PL6)	0	0	566,000	0	0
Replace Pipe from Seagoville N Elementary to Alto Rd (PL2)	0	0	391,000	0	0
New Gravity Main from Lawrence Lake (S3)	0	0	0	5,910,000	0
Replace Pipe from Alto / Farmers to Crestview / E Malloy Bridge (PL3)	0	0	0	2,874,000	0
Replace HWY 175 LS & New Mains to NBIS (S4)	0	0	0	0	4,850,000
Replace Waterline along E Malloy Bridge Rd (PL4)	0	0	0	0	584,000
<b>Total</b>	<b>\$ 4,315,000</b>	<b>\$ 1,000,000</b>	<b>\$ 3,959,000</b>	<b>\$ 8,784,000</b>	<b>\$ 6,234,000</b>

Notes:

- Projects funded through cash, new debt, and/or existing funds
- Project costs shown above are adjusted for inflation

# CAPITAL FUNDING

Funding	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
<b>Water</b>						
Cash Funded through Rates	\$ 315,000	\$ 800,000	\$ 566,000	\$ 0	\$ 800,000	\$ 2,481,000
Projected New Debt	0	0	3,393,000	2,874,000	584,000	6,851,000
Existing Funds	0	0	0	0	0	0
<b>Total</b>	<b>\$ 315,000</b>	<b>\$ 800,000</b>	<b>\$ 3,959,000</b>	<b>\$ 2,874,000</b>	<b>\$ 1,384,000</b>	<b>\$ 9,332,000</b>
<b>Wastewater</b>						
Cash Funded through Rates	\$ 0	\$ 200,000	\$ 0	\$ 0	\$ 0	\$ 200,000
Projected New Debt	0	0	0	5,910,000	4,850,000	10,760,000
Existing Funds	4,000,000	0	0	0	0	4,000,000
<b>Total</b>	<b>\$ 4,000,000</b>	<b>\$ 200,000</b>	<b>\$ 0</b>	<b>\$ 5,910,000</b>	<b>\$ 4,850,000</b>	<b>\$ 14,960,000</b>
<b>Total CIP</b>						
Cash Funded through Rates	\$ 315,000	\$ 1,000,000	\$ 566,000	\$ 0	\$ 800,000	\$ 2,681,000
Projected New Debt	0	0	\$ 3,393,000	8,784,000	5,434,000	17,611,000
Existing Funds	4,000,000	0	0	0	0	4,000,000
<b>Total</b>	<b>\$ 4,315,000</b>	<b>\$ 1,000,000</b>	<b>\$ 3,959,000</b>	<b>\$ 8,784,000</b>	<b>\$ 6,234,000</b>	<b>\$ 24,292,000</b>

**City of Seagoville  
Budget Summary  
Water and Sewer Fund**

	Actual 2020-2021	Amended Budget 2021-2022	Projected 2021-2022	Proposed w/ Rate increase 2022-2023
<b>Beginning Unrestricted Net Asset Balance</b>	<b>\$8,860,364</b>	<b>\$7,166,229</b>	<b>\$8,860,364</b>	<b>\$7,462,566</b>
<b>Revenues</b>				
Water Services	\$3,839,475	\$3,794,159	\$3,794,159	\$3,999,381
Waste Water Service	3,465,860	3,276,490	3,276,490	3,729,362
Smart Meter Acquisition Funding		-		
Developer Contribution		-		
Pension Reduction		-		
Other Income	443,002	294,438	294,438	294,438
<b>Total Revenues</b>	<b>\$7,748,338</b>	<b>\$7,365,087</b>	<b>\$7,365,087</b>	<b>\$8,023,181</b>
<b>Total Available Funds</b>	<b>\$16,608,703</b>	<b>\$14,531,316</b>	<b>\$16,225,451</b>	<b>\$15,485,747</b>
<b>Expenditures</b>				
<b>Operating and Debt Expenses:</b>				
Administrative	\$195,445	\$228,306	\$242,706	\$249,827
Water	2,221,528	2,557,846	2,703,976	2,743,069
Sewer	2,489,656	2,765,961	2,798,386	2,943,741
Customer Service	272,170	301,313	351,897	326,220
Non-Departmental	237,968	157,191	124,691	209,852
Tuition Reimbursement Program	-	5,000	5,000	5,000
Transfers Out	352,304	352,304	352,304	365,536
Cityworks renewal fee /Open Gov	17,760	18,925	18,925	18,925
EPA Mandates	55,133	20,200	20,200	20,200
Debt	1,136,779	1,131,077	1,131,077	1,131,077
	6,978,744	7,538,123	7,749,162	8,013,447
<b>Capital Outlay:</b>				
Transfer to Equipment Replacement		68,000	68,000	68,000
Replacement Vehicles		85,000	85,000	
Blue Diamond boom mower w/82" grapple				29,786
Dump Trailer				17,560
Jetter Trailer				82,526
Zero Turn Mower		21,450	21,450	
Open Gov Software Upgrade		30,833	30,833	
Scada System		96,940	96,940	
Sewer Trailer Camera Setup	174,292			
Dean Kubota Skid-steer	70,724			
Water & Sewer Rate Study		32,500	32,500	
Highway 175 Lift station service area condition assessment	99,719	110,000	110,000	110,000
Northern Basin Interceptor Engineering		169,000	169,000	100,000
Installation of Smart Meters	476,297	-		
Northern Basin Interceptor Engineering	790,095	-		
Ard Road Pump Station Upgrades	29,048	400,000	400,000	800,000
East Malloy Bridge Rd Sewer Relocation				200,000
	1,640,175	1,013,723	1,013,723	1,407,872
<b>Total Expenditures and Capital</b>	<b>8,618,919</b>	<b>8,551,846</b>	<b>8,762,885</b>	<b>9,421,319</b>
<b>Ending Unrestricted Net Asset Balance</b>	<b>\$7,989,784</b>	<b>\$5,979,470</b>	<b>\$7,462,566</b>	<b>\$6,064,428</b>
<b>Required Reserve Balance (60 Days)</b>	<b>\$1,147,190</b>	<b>\$1,239,144</b>	<b>\$1,273,835</b>	<b>\$1,317,279</b>
<b>Amount over Required Reserve</b>	<b>\$6,842,593</b>	<b>\$4,740,327</b>	<b>\$6,188,730</b>	<b>\$4,747,149</b>
<i>1 day of operations</i>	<i>\$19,120</i>	<i>\$20,652</i>	<i>\$21,231</i>	<i>\$21,955</i>
<i>Days of Reserve Balance</i>	<i>417.9</i>	<i>289.5</i>	<i>351.5</i>	<i>276.2</i>

# Projected Water Rates

FY	Current	2023
<b>Residential</b>		
<i>Minimum Monthly Fee</i>		
5/8"	\$ 25.37	\$ 25.73
1"	38.06	38.60
1 -1/2"	63.43	64.33
2"	63.43	64.33
3"	164.93	167.27
4"	241.05	244.47
6"	844.95	856.94
8"	1268.70	1286.70

FY	Current	2023
<b>Commercial</b>		
<i>Minimum Monthly Fee</i>		
5/8"	\$ 25.37	\$ 25.73
1"	38.06	38.60
1 -1/2"	63.43	64.33
2"	63.43	64.33
3"	164.93	167.27
4"	241.05	244.47
6"	844.95	856.94
8"	1268.70	1286.70

FY	Current	2023
<b>Apartments/Mobile Park</b>		
<i>Minimum Monthly Fee</i>		
5/8"	\$ 25.37	\$ 25.73
1"	25.37	25.73
1 -1/2"	25.37	25.73
2"	25.37	25.73
3"	25.37	25.73
4"	25.37	25.73
6"	25.37	25.73
8"	25.37	25.73

FY	Current	2023
<i>Volumetric Rates (per kGal.)</i>		
0 - 2,000	\$ -	\$ -
2,000 - 5,000	2.68	2.78
5,000 - 10,000	3.35	3.48
10,000 - 15,000	5.16	5.36
15,000 -20,000	5.83	6.06
20,000 -25,000	6.48	6.74
25,000 +	7.17	7.46

# Projected Wastewater Rates

FY	Current	2023
<b>Residential</b>		
All	\$ 17.61	\$ 19.82
<b>Senior Discount</b>		
All	\$ 15.85	\$ 17.84
<b>Commercial</b>		
All	\$ 17.61	\$ 19.82
<b>Apartments/Mobile Park</b>		
All	\$ 17.61	\$ 19.82
<i>Volumetric Rates (per kGal.)</i>		
0 - 2,000	\$ -	\$ -
2,000+	8.47	9.53

# ALL OTHER FUNDS

<b>All Other Funds</b>			<b>Proposed Budget</b>
<b>Fund #</b>	<b>Name</b>		
32	Miscellaneous Grants		1,500
35	Recycle Revenue		500
36	Municipal Court		10,997
39	Hotel Motel Fund		31,000
43	Street Maintenance	Transfer from the General Fund	469,000
45	Animal Shelter Fund		3,000
47	Vehicle Replacement Fund	Transfer from the General Fund	38,813
48	Technology Replacement Fund	Transfer from the General Fund	17,500
50	TLEOSE Fund		1,000
61	Storm Water Fund		65,260
64	Police Station CIP		5,447,682
	<b>Total</b>		<b>6,086,252</b>

**Seagoville Economic Development Corporation**  
**Fund Summary FY 2023**

Account Description	Actual FY 2021	Budget FY 2022	Projected FY 2022	Budget FY 2023
<b>Total Net Position October 1</b>	<b>2,647,572</b>	<b>2,139,104</b>	<b>3,020,622</b>	<b>2,410,104</b>
<i>Revenues</i>				
Sales Tax Revenues	1,120,256	1,029,340	1,191,689	1,153,863
Rent Revenue	32,250	32,400	33,500	28,200
Starwood Receivable		40,000	40,000	40,000
Miscellaneous Revenues	5,904		300	
Interest Income	860	810	400	400
<b>Total Revenue</b>	<b>1,159,270</b>	<b>1,102,550</b>	<b>1,265,889</b>	<b>1,222,463</b>
<b>Total Resources Available</b>	<b>3,806,842</b>	<b>3,241,654</b>	<b>4,286,511</b>	<b>3,632,568</b>
<i>Expenditures</i>				
<b><u>Administrative &amp; Operations</u></b>				
Administrative Cost	19,168	27,000	27,000	27,000
Operations	88,110	329,839	294,839	277,799
<b>Total Administrative &amp; Operations</b>	<b>107,278</b>	<b>356,839</b>	<b>321,839</b>	<b>304,799</b>
<b><u>Economic Development Assistance</u></b>				
<b><u>Pending Projects</u></b>				
Julio Torres		-	-	-
KRR		-	600,000	-
<b><u>Other Projects</u></b>				
Jacque's Creole Sausage			25,000	
Mi Vestido			2,500	
Gotham Greens		-	500,000	-
Campbell Creations			243,668	
Building Renovation	11,466	-	-	-
Land Incentive	64	-	-	-
Excel Linen	100,000	-	-	-
Wade Electric Incentive	150,000	-	-	-
Greenforest Landscaping & Main	625	-	-	-
Beacon Industries	350,000	-	-	-
Seagoville Signs and Designs	4,505	-	-	-
Vic Hopkins BS Sewer Proj Easement	15,000	-	-	-
Golden Chick Incentive	-	-	-	-
<b>Total Economic Development Assistance</b>	<b>631,660</b>	<b>-</b>	<b>1,371,068</b>	<b>-</b>
<b><u>City and Community Oriented Projects</u></b>				
Fireworks	5,000	5,000	5,000	7,500
Kidfish Event	2,097	3,500	3,500	3,500
Freedom Park/Childs' Play	40,184	75,000	75,000	
Quality of Life Projects		100,000	77,312	100,000
Basketball Half Court		-	22,688	-
<b>Total City and Community Projects</b>	<b>47,281</b>	<b>183,500</b>	<b>183,500</b>	<b>111,000</b>
<b>Total Expenditures</b>	<b>786,219</b>	<b>540,339</b>	<b>1,876,407</b>	<b>415,799</b>
<b>Excess of Revenue over Expenditures</b>	<b>373,051</b>	<b>562,211</b>	<b>(610,518)</b>	<b>806,664</b>
<b>Total Net Position September 30</b>	<b>3,020,622</b>	<b>2,701,315</b>	<b>2,410,104</b>	<b>3,216,769</b>
<b>Invested in Capital Assets</b>	<b>1,235,549</b>	<b>655,549</b>	<b>1,198,882</b>	<b>1,158,882</b>
<b>Working Capital</b>	<b>1,785,074</b>	<b>2,045,766</b>	<b>1,211,223</b>	<b>2,057,887</b>
<b>Daily Operating Cost</b>	<b>293.91</b>	<b>977.64</b>	<b>881.75</b>	<b>835.07</b>

# Certification of Additional Sales and Use Tax to Pay Debt Services

THE STATE OF TEXAS,

County of Dallas

Chief Financial Officer or Auditor: Gail French

For the taxing unit: City of Seagoville

Hereby certifies that the amount of additional sales and use tax revenue collected to pay debt service has been deducted from the total amount described by Tax Code Section 26.05(e-1), 26.04(e)(3)(C) and 26.05(a)(1).

This certification is submitted to the governing body of City of Seagoville on 8/15/22.

 \_\_\_\_\_

Signature of Financial Officer or Auditor

# PUBLIC HEARING ANNOUNCEMENT

**There will be a Public Hearing for the Budget on August 29, 2022.**

**There will be a Public Hearing for the Tax Rates on September 12, 2022.**

## *Regular Session Agenda Item: 6*

**Meeting Date: August 15, 2022**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City of Seagoville, Texas, accepting the 2022 Certified Tax Roll of Dallas Central Appraisal District and Kaufman County Appraisal District and providing for an effective date.

### **BACKGROUND OF ISSUE:**

The Dallas Central Appraisal District certifies the appraisal roll for each entity in Dallas County on an annual basis and the Kaufman County Appraisal District certifies the appraisal roll for each entity in Kaufman County on an annual basis.

The City has received the certified appraisal roll from the Dallas Central Appraisal District for year 2022 for the City showing property appraised in the amount of \$1,111,546,733 and the City has received the certified appraisal roll from Kaufman County Appraisal District for year 2022 for the City showing property appraised in the amount of \$7,908,262.

This information is essential to the calculation of the City's property tax rates for the 2023 budget year.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

Staff Recommends approval.

### **EXHIBITS:**

N/A

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

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

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, ACCEPTING THE 2022 CERTIFIED TAX ROLL OF DALLAS CENTRAL APPRAISAL DISTRICT AND KAUFMAN COUNTY APPRAISAL DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Dallas Central Appraisal District certifies the appraisal roll for each entity in Dallas County on an annual basis; and

**WHEREAS**, the Kaufman County Appraisal District certifies the appraisal roll for each entity in Kaufman County on an annual basis; and

**WHEREAS**, the City has received the certified appraisal roll from the Dallas Central Appraisal District for year 2022 for the City showing property appraised in the amount of \$1,111,546,733; and

**WHEREAS**, the City has received the certified appraisal roll from Kaufman County Appraisal District for year 2022 for the City showing property appraised in the amount of \$7,908,262; and

**WHEREAS**, this information is essential to the calculation of the City's property tax rates for the 2023 budget year;

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

**SECTION 1.** The above recitals are hereby found to be true and correct and are incorporated herein for all purposes.

**SECTION 2.** The City hereby accepts the 2022 certified appraisal rolls for the City of Seagoville, Texas as calculated by the Dallas Central Appraisal District and the Kaufman County Appraisal District.

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

**READ, CONSIDERED, PASSED AND ADOPTED** by the City Council of the City of Seagoville, Texas, this the 15th day of August 2022.

APPROVED:

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Dennis K. Childress, Mayor

ATTEST:

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Kandi Jackson, City Secretary

APPROVED AS TO FORM:

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Victoria Thomas, City Attorney

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

**Meeting Date: August 15, 2022**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, accepting the proposed property tax rate for fiscal year 2022-2023; and providing for the publication as provided by the Texas property tax code.

### **BACKGROUND OF ISSUE:**

The notice of the upcoming tax rate hearing that must be published pursuant to Tax Code section 26.06 (c) and 26.061 requires that the City state the names of all Council members and how each voted on the proposed tax rate, indicating the absences, if any, during the vote on the proposed tax rate. This record vote is thus taken to provide the information that will be needed for the publication of this notice.

For Fiscal Year 2022-2023:

The no-new-revenue tax rate is calculated to be \$0.662127.

The voter-approval tax rate is calculated to be .752688.

The de minimus tax rate is calculated to be \$0.707455.

The proposed tax rate is \$0.752687.

Additionally, in compliance with Tax Code 26.06(e), the Finance Director has posted the calculated no-new-revenue tax rate and voter-approval tax rates, along with certain debt information, on the home page of the City's website in the form prescribed by the State Comptroller. The Finance Director will also, in accordance with Tax Code 26.04(d-1), (d-2), and (d-3), certify on the tax rate calculation forms that the Finance Director has accurately calculated the tax rates and used values from the City's certified appraisal roll in performing the calculations and then submit those forms to the County Assessor-Collectors for each county in which all or a part of the City is located.

### **FINANCIAL IMPACT:**

The proposed tax rate is estimated to generate revenue of \$7,441,091 for the General Fund and \$817,022 for the Debt Service Fund.

### **EXHIBITS:**

Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ACCEPTING THE PROPOSED PROPERTY TAX RATE FOR FISCAL YEAR 2022-2023; AND PROVIDING FOR THE PUBLICATION AS PROVIDED BY THE TEXAS PROPERTY TAX CODE.**

**WHEREAS**, the City of Seagoville has received the calculated no-new-revenue tax rate, the voter-approval tax rate and the de minimis tax rate as presented by the Dallas County Tax Assessor/Collector's Office; and

**WHEREAS**, the Texas Property Tax Code Chapter 26, as heretofore amended, provides the specific procedures in which to consider the proposed tax rate;

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

**SECTION 1.** The City Council of the City of Seagoville, Texas, does hereby approve the rate of \$0.752687 per \$100 valuation as the City's proposed property tax rate for fiscal year 2022-2023.

**SECTION 2.** The City Council of the City of Seagoville, Texas, met in a public meeting on August 15, 2022, and accepted this resolution with a majority vote as follows:

Per the Charter, Section 3.05, Mayor Dennis K. Childress is not entitled to vote as a member City Council on all legislative or any other matter except in order to break a tie vote of the City Council.

Mike Fruin	AYE	NAY	ABSTAIN	ABSENT
Jose Hernandez	AYE	NAY	ABSTAIN	ABSENT
Rick Howard	AYE	NAY	ABSTAIN	ABSENT
Harold Magill	AYE	NAY	ABSTAIN	ABSENT
Jon Epps	AYE	NAY	ABSTAIN	ABSENT

**SECTION 3.** The content and vote taken on this resolution shall be published in the official newspaper of the City as provided by the Texas Property Tax Code.

**DULY PASSED AND APPROVED** by the City Council of the City of Seagoville, Texas, on this the 15th day of August, 2022.

APPROVED:

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MAYOR

ATTEST:

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CITY SECRETARY

APPROVED AT TO FORM:

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CITY ATTORNEY

## ***Regular Session Agenda Item: 8***

**Meeting Date: August 15, 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: 9***

**Meeting Date: August 15, 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