



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, NOVEMBER 21, 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 Presentation from Police Department concerning Procedure for Citizens Desire to Prosecute**

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 November 7, 2022, and November 14, 2022 (City Secretary)**

REGULAR AGENDA-

2. Direct Staff concerning Council Meetings in January and February 2023 (City Secretary)

3. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving a Master Interlocal Agreement between Dallas County and the City of Seagoville, Texas pertaining to road and bridge transportation related improvements and/or maintenance on or about certain designated roadways situated within the territorial limits of the City of Seagoville; authorizing the City Manager to execute said agreement and any and all related and necessary documents; and providing an effective date (Public Works Director)

4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the City Manager to engage C&M Concrete for concrete repairs to Fran Street and Oakbrook Lane in an amount not to exceed Thirty Nine Thousand One Hundred Seventy Eight Dollars and Forty Cents (\$39,178.40); authorizing the City Manager to execute an agreement or any documents necessary for the work to be performed; and providing an effective date (Public Works Director)

5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the City Manager to engage C&M Concrete for concrete repairs to Seagoville Road, East Simonds Road, Malloy Bridge Road and Bryan Place in an amount not to exceed Eighty Six Thousand Two Hundred Eight Dollars and Seventy Cents (\$86,208.70); authorizing the City Manager to execute an agreement or any documents necessary for the work to be performed; and providing an effective date (Public Works Director)

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

7. 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.

8. Recess into Executive Session

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

A. § 551.071(2) Consultation with City Attorney: to seek legal advice with regard to provision of a holiday gift to employees

9. Reconvene Into Regular Session

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

A. § 551.071 (2) Consultation with City Attorney: to seek legal advice with regard to provision of a holiday gift to employees

10. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to purchase and administer the provision of a holiday gift basket, the value of which shall not exceed Fifty (\$50.00) Dollars, to each City of Seagoville permanent employee; finding that the provision of the holiday gift baskets serves a public purpose in increasing employee morale and productivity; and providing an effective date

Adjourn

Posted Friday, November 18, 2022, by 5:00 P.M.

Kandi Jackson

Kandi Jackson, City Secretary



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

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

DATES TO REMEMBER

- **Monday, December 5, 2022, Regular City Council Meeting**
- **Monday, December 19, 2022, Regular City Council Meeting**



City of Seagoville

Citizen's Desire to Prosecute Form
Overview

Citizen's Desire to Prosecute Form

- ▶ The CDP form is used for prosecution in the Seagoville Municipal Court for certain Class C Misdemeanor offenses committed outside of the presence or view of a police officer.
 - ▶ This form is only applicable to Class C Misdemeanors and certain City Ordinance violations
 - ▶ Traffic violations do not apply to the CDP
- ▶ The CDP form is required to be completed by the Complainant if they desire to further the potential prosecution of the complaint in municipal court

Citizen's Desire to Prosecute Form

- ▶ If the Complainant opts to complete the form, it will be forwarded with a written incident report to the Seagoville Municipal Court for prosecutorial review.
- ▶ If the case is tried in municipal court, the Complainant will likely be required to appear and testify

CDP example form

SEAGOVILLE POLICE DEPARTMENT

600 North Highway 175
Seagoville, Texas 75159

CITIZENS DESIRE TO PROSECUTE

Date of Offense : _____ Offense/Service Number : _____

Offense Location : _____

Date of Report : _____ Reporting Officer _____ # _____

Citation Number : _____

Complainant : _____ Phone # _____

Address : _____

Defendant : _____ Phone # _____

I, _____, do hereby wish to prosecute the above defendant(s) for violation of _____. I understand that I must appear before the municipal court of the City of Seagoville within fifteen (15) days to sign a written complaint against the defendant(s) in this case and that failure to appear to sign the complaint may result in dismissal of the charge(s) filed by me. I further understand that I may have to appear in court to testify against the defendant and that my failure to appear in court may result in dismissal of the charges filed by me.

Complainants Signature

Date

Witness

Date

Witness

Date

Citizen's Desire to Prosecute Form

- ▶ **What if the Complainant denies or refuses to complete and submit a CDP?**
- ▶ **In most instances, the police department cannot pursue municipal charges against the accused or suspected individual for the violation or crime.**
 - ▶ Assault by Physical Contact – Family Violence is one exception. Another exception is Disorderly Conduct – Noise with a continuing existent decibel level of 85 dB or more.

Common calls requiring the CDP form for prosecution

- ▶ **Disorderly Conduct** – Texas Penal Code 42.01
- ▶ **Assault by Physical Contact or Threat** (not Family Violence, not enhanced by statute) – Texas Penal Code 22.01
- ▶ **Loud Noise** – Seagoville City Ordinance 13.03.002
- ▶ **Noisy Animals** – Seagoville City Ordinance 5.01.012

These are few examples and not all-inclusive

Summary

- ▶ Officers frequently encounter calls where the Complainant or Reporting Person does not wish to be involved in the prosecution by completing the CDP
 - ▶ Concern of making their complaint known to a neighbor
 - ▶ Does not desire to appear or testify in municipal court
 - ▶ Anonymous calls received of violation

Summary

- ▶ The Sixth Amendment to the US Constitution and supporting case law with few exceptions require the accused to be confronted with witness(es) against them in a criminal prosecution. This is the reasoning for the CDP form.
- ▶ If the Complainant refuses to cooperate in prosecution on these Class C Misdemeanor offenses, the police department cannot pursue charges in most instances.
- ▶ The responding officer can still make contact with the suspected person and inform them of the complaint being made against them. This often seems to provide a remedy to the immediate issue without further enforcement action.



Any Questions

Consent Session Agenda Item: 1

Meeting Date: November 21, 2022

ITEM DESCRIPTION:

Consider approving City Council Meeting Minutes for November 7, 2022, and November 14, 2022

BACKGROUND OF ISSUE:

Approve City Council Meeting Minutes for November 7, 2022, and November 14, 2022

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

November 7, 2022, Work Session Meeting Minutes
November 7, 2022, Regular Session Meeting Minutes
November 14, 2022, Special Called Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
NOVEMBER 7, 2022**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:31 p.m. on Monday, November 7, 2022, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Dennis Childress	Mayor	
Harold Magill	Mayor Pro Tem	
Jose Hernandez	Councilmember	
Rick Howard	Councilmember	
Mike Fruin	Councilmember	
Jon Epps	Councilmember	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, Finance Director Gail French, Public Works Director Chris Ryan, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

B. Receive Charter Review Committee Presentation

Charter Review Committee Chair presented the recommendations of the committee concerning the Home Rule Charter.

A. Discuss Regular Session Agenda Items

1. Consider approving City Council Meeting Minutes for October 17, 2022 (City Secretary)

No questions.

2. First Reading - Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Amended and Restated Economic Development Project between the Seagoville Economic Development Corporation, on the one hand, and KRR Malloy Bridge Residential, LLC, a Texas Limited Liability Company, and KRR Malloy Bridge Retail, LLC, a Texas Limited Liability Company, on the other hand as reflected in the terms and conditions of an Amended and Restated

Economic Development Incentive Agreement between the parties in substantially the form of that attached hereto as Exhibit “A”; and providing an effective date (City Manager)

City Attorney Thomas stated this Resolution approves an Amended and Restated Economic Development Project between the Seagoville Economic Development Corporation, on the one hand, and KRR Malloy Bridge Residential, LLC, a Texas Limited Liability Company, and KRR Malloy Bridge Retail, LLC, a Texas Limited Liability Company, on the other hand. She also reviewed the agreement.

3. Receive a presentation of City of Seagoville’s 4th Quarter Financial Report for Fiscal Year End 2022 (Finance Director)

City Manager Stallings stated Item #3 will be heard during Regular Session.

4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving Work Order No. 6, in an amount not to exceed Three Hundred Fifty-Six Thousand Four Hundred Fifty-Nine Dollars and Zero Cents (\$356,459.00) for Professional Engineering Services for West Simonds Road, issued under the Master Agreement for Professional Services with Garver, LLC; authorizing the City Manager to execute said Work Order; providing a repealing clause; providing a severability clause; and providing an effective date (Public Works Director)

Public Works Director Ryan stated this Resolution approves Work Order No. 6 for Professional Engineering Services for West Simonds Road with Garver, LLC, in an amount not to exceed Three Hundred Fifty-Six Thousand Four Hundred Fifty-Nine Dollars and Zero Cents (\$356,459.00).

5. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a defined scope of services basis with Halff Associates, Inc. for assistance with the implementation of City’s Storm Water Management Plan for Fiscal Year 2023 in an amount not to exceed Sixty Six Thousand Dollars and Zero Cents (\$66,000.00); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Public Works Director)

Public Works Director Ryan stated this Resolution approves an agreement for Professional Engineering Services on a defined scope of services basis with Halff Associates, Inc. for assistance with the implementation of City’s Storm Water Management Plan for fiscal year 2023 in an amount not to exceed Sixty Six Thousand Dollars and Zero Cents (\$66,000.00).

6. **Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Task Order Basis with Halff Associates, Inc. and Task Order No. 1 issued thereunder for General Engineering Consulting Services for Fiscal Year 2023 in a total amount not to exceed Sixty Thousand Dollars (\$60,000); authorizing the City Manager to execute said agreement and Task Order No. 1; providing a repealing clause; providing a severability clause; and providing an effective date (Public Works Director)**

Public Works Director Ryan stated this Resolution approves an agreement for Professional Engineering Services on a Task Order Basis with Halff Associates, Inc. and Task Order No. 1 issued for General Engineering Services for fiscal year 2023 in an amount not to exceed Sixty Thousand Dollars (\$60,000.00).

7. **Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of an articulating swing arm brush cutter and a grapple bucket in an amount not to exceed Twenty Five Thousand Nine Hundred Fifty Dollars and Seventy-Nine Cents (\$25,950.79) from ASCO Equipment; authorizing the City Manager to execute any and all necessary documents and disburse the funds for said purchase, and providing an effective date (Public Works Director)**

Public Works Director Ryan stated this Resolution authorizes the purchase of an articulating swing arm brush cutter and a grapple bucket in an amount not to exceed Twenty Five Thousand Nine Hundred Fifty Dollars and Seventy – Nine Cents (\$25, 950.79).

8. **Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of a hydro jetting machine trailer in an amount not to exceed Eighty Five Thousand Three Hundred Eighty Five Dollars and Twenty Five Cents \$85,385.25, from Kinloch Equipment and Supply, Inc; authorizing the City Manager to execute any and all necessary documents and disburse the funds for said purchase; and providing an effective date (Public Works Director)**

Public Works Director Ryan stated this Resolution authorizes the purchase of a hydro jetting machine trailer in an amount not to exceed Eighty Five Thousand Three Hundred Eighty Five Dollars and Twenty Five Cents (\$85,385.25) from Kinkloch Equipment and Supply, Inc.

9. **Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Dallas County, Texas, authorizing the exercise of eminent domain by the City Council of the City of Seagoville, Texas; for property generally described as a non-exclusive perpetual variable width City of Seagoville municipal water main and wastewater (sanitary sewer) easement and temporary construction easement on Parcel No. 4 of the M.L. Swing Survey, Abstract Number 1420, City of Seagoville, Dallas County, Texas and more specifically described and depicted in Exhibit ‘A’; providing the necessity and public purpose for the acquisition of said easements upon, under, over, through and across approximately 0.019 acres thereon for the city’s east Malloy Bridge Road Wastewater Project; authorizing the City Attorney to file proceedings in eminent domain to acquire said property; and providing an effective date (City Attorney)**

City Attorney Thomas stated this Resolution authorizes the exercise of eminent domain for property generally described as a non-exclusive perpetual variable width City of Seagoville municipal water main and wastewater (sanitary sewer) easement and temporary construction easement on Parcel No. 4 of the M.L. Swing Survey, Abstract Number 1420, City of Seagoville, Dallas County, Texas.

10. **Second Reading - Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Amended and Restated Economic Development Project between the Seagoville Economic Development Corporation, on the one hand, and KRR Malloy Bridge Residential, LLC, a Texas Limited Liability Company, and KRR Malloy Bridge Retail, LLC, a Texas Limited Liability Company, on the other hand as reflected in the terms and conditions of an Amended and Restated Economic Development Incentive Agreement between the parties in substantially the form of that attached hereto as Exhibit “A”; and providing an effective date (City Manager)**

City Manager Stallings stated Council will be able to take a vote concerning the Amended and Restated Agreement with KRR on this item.

Adjourned at 7:12 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
NOVEMBER 7, 2022**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:25 p.m. on Monday, November 7, 2022, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, Public Works Director Chris Ryan, City Attorney Victoria Thomas, Finance Director Gail French, 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.*

Presentation of the Government Finance Officers Association Award – *Mayor Childress presented the Government Finance Officers Association Award to Finance Director French.*

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.*

Barbara Nitis, the Public Information Officer for U.S. Small Business Administration explained the assistance offered for the flooding that occurred August 2022.

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 October 17, 2022 (City Secretary)**

Motion to approve City Council Meeting Minutes for October 17, 2022 – Magill, seconded by Howard; motion passed with all ayes. 4/0

REGULAR AGENDA-

2. First Reading - Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Amended and Restated Economic Development Project between the Seagoville Economic Development Corporation, on the one hand, and KRR Malloy Bridge Residential, LLC, a Texas Limited Liability Company, and KRR Malloy Bridge Retail, LLC, a Texas Limited Liability Company, on the other hand as reflected in the terms and conditions of an Amended and Restated Economic Development Incentive Agreement between the parties in substantially the form of that attached hereto as Exhibit “A”; and providing an effective date (City Manager)

Mayor Childress read the Resolution for the First Reading for approving the Amended and Restated Economic Development Project between the Seagoville Economic Development Corporation, on the one hand, and KRR Malloy Bridge Residential, LLC, a Texas Limited Liability Company, and KRR Malloy Bridge Retail, LLC, a Texas Limited Liability Company, on the other hand as reflected in the terms and conditions of an Amended and Restated Economic Development Incentive Agreement between the parties in substantially the form of that attached hereto as Exhibit “A”; and providing an effective date.

3. Receive a presentation of City of Seagoville’s 4th Quarter Financial Report for Fiscal Year End 2022 (Finance Director)

Finance Director French presented the City of Seagoville’s 4th Quarter Financial Report for Fiscal Year End 2022.

4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving Work Order No. 6, in an amount not to exceed Three Hundred Fifty-Six Thousand Four Hundred Fifty-Nine Dollars and Zero Cents (\$356,459.00) for Professional Engineering Services for West Simonds Road, issued under the Master Agreement for Professional Services with Garver, LLC; authorizing the City Manager to execute said Work Order; providing a repealing clause; providing a severability clause; and providing an effective date (Public Works Director)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas approving Work Order No. 6, in an amount not to exceed Three Hundred Fifty-Six Thousand Four Hundred Fifty-Nine Dollars and Zero Cents (\$356,459.00) for Professional Engineering Services for West Simonds Road, issued under the Master Agreement for Professional Services with Garver, LLC; authorizing the City Manager to execute said Work Order; providing a repealing clause; providing a severability clause; and providing an effective date – Magill, seconded by Hernandez; motion passed with all ayes. 4/0

5. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a defined scope of services basis with Halff Associates, Inc. for assistance with the implementation of City's Storm Water Management Plan for Fiscal Year 2023 in an amount not to exceed Sixty Six Thousand Dollars and Zero Cents (\$66,000.00); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Public Works Director)

Motion to approve a Resolution of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a defined scope of services basis with Halff Associates, Inc. for assistance with the implementation of City's Storm Water Management Plan for Fiscal Year 2023 in an amount not to exceed Sixty Six Thousand Dollars and Zero Cents (\$66,000.00); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date – Hernandez, seconded by Magill; motion passed with all ayes. 4/0

6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Task Order Basis with Halff Associates, Inc. and Task Order No. 1 issued thereunder for General Engineering Consulting Services for Fiscal Year 2023 in a total amount not to exceed Sixty Thousand Dollars (\$60,000); authorizing the City Manager to execute said agreement and Task Order No. 1; providing a repealing clause; providing a severability clause; and providing an effective date (Public Works Director)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Task Order Basis with Halff Associates, Inc. and Task Order No. 1 issued thereunder for General Engineering Consulting Services for Fiscal Year 2023 in a total amount not to exceed Sixty Thousand Dollars (\$60,000); authorizing the City Manager to execute said agreement and Task Order No. 1; providing a repealing clause; providing a severability clause; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 4/0

7. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of an articulating swing arm brush cutter and a grapple bucket in an amount not to exceed Twenty Five Thousand Nine Hundred Fifty Dollars and Seventy-Nine Cents (\$25,950.79) from ASCO Equipment; authorizing the City Manager to execute any and all necessary documents and disburse the funds for said purchase, and providing an effective date (Public Works Director)

Motion to approve a Resolution of the City of Seagoville, Texas, authorizing the purchase of an articulating swing arm brush cutter and a grapple bucket in an amount not to exceed Twenty Five Thousand Nine Hundred Fifty Dollars and Seventy-Nine Cents (\$25,950.79) from ASCO Equipment; authorizing the City Manager to execute any and all necessary documents and disburse the funds for said purchase, and providing an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 4/0

8. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of a hydro jetting machine trailer in an amount not to exceed

Eighty Five Thousand Three Hundred Eighty Five Dollars and Twenty Five Cents \$85,385.25, from Kinloch Equipment and Supply, Inc; authorizing the City Manager to execute any and all necessary documents and disburse the funds for said purchase; and providing an effective date (Public Works Director)

Motion to approve a Resolution of the City of Seagoville, Texas, authorizing the purchase of a hydro jetting machine trailer in an amount not to exceed Eighty Five Thousand Three Hundred Eighty Five Dollars and Twenty Five Cents \$85,385.25, from Kinloch Equipment and Supply, Inc; authorizing the City Manager to execute any and all necessary documents and disburse the funds for said purchase; and providing an effective date – Magill, seconded by Hernandez; motion passed with all ayes. 4/0

9. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Dallas County, Texas, authorizing the exercise of eminent domain by the City Council of the City of Seagoville, Texas; for property generally described as a non-exclusive perpetual variable width City of Seagoville municipal water main and wastewater (sanitary sewer) easement and temporary construction easement on Parcel No. 4 of the M.L. Swing Survey, Abstract Number 1420, City of Seagoville, Dallas County, Texas and more specifically described and depicted in Exhibit ‘A’; providing the necessity and public purpose for the acquisition of said easements upon, under, over, through and across approximately 0.019 acres thereon for the city’s east Malloy Bridge Road Wastewater Project; authorizing the City Attorney to file proceedings in eminent domain to acquire said property; and providing an effective date (City Attorney)

Motion to approve a Resolution of the City Council of the City of Seagoville, Dallas County, Texas, authorizing the exercise of eminent domain by the City Council of the City of Seagoville, Texas; for property generally described as a non-exclusive perpetual variable width City of Seagoville municipal water main and wastewater (sanitary sewer) easement and temporary construction easement on Parcel No. 4 of the M.L. Swing Survey, Abstract Number 1420, City of Seagoville, Dallas County, Texas and more specifically described and depicted in Exhibit ‘A’; providing the necessity and public purpose for the acquisition of said easements upon, under, over, through and across approximately 0.019 acres thereon for the city’s east Malloy Bridge Road Wastewater Project; authorizing the City Attorney to file proceedings in eminent domain to acquire said property; and providing an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 4/0

10. Second Reading - Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Amended and Restated Economic Development Project between the Seagoville Economic Development Corporation, on the one hand, and KRR Malloy Bridge Residential, LLC, a Texas Limited Liability Company, and KRR Malloy Bridge Retail, LLC, a Texas Limited Liability Company, on the other hand as reflected in the terms and conditions of an Amended and Restated Economic Development Incentive Agreement between the parties in substantially the form of that attached hereto as Exhibit “A”; and providing an effective date (City Manager)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving the Amended and Restated Economic Development Project between the Seagoville Economic Development Corporation, on the one hand, and KRR Malloy Bridge Residential, LLC, a Texas Limited Liability Company, and KRR Malloy Bridge Retail, LLC, a Texas Limited Liability Company, on the other hand as reflected in the terms and conditions of an Amended and Restated Economic Development Incentive Agreement between the parties in substantially the form of that attached hereto as Exhibit "A"; and providing an effective date – Howard, seconded by Magill; motion passed with all ayes. 4/0

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

None.

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

None.

13. Recessed into Executive Session at 7:51 p.m.

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

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

14. Reconvened Into Regular Session at 8:54 p.m.

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

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

Motion to approve an amendment to the City Manager's contract for employment to extend the term for one additional year – Hernandez, seconded by Fruin; motion passed with all ayes. 4/0

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

No action taken.

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

No action taken.

- D. § 551.071. Consultation with City Attorney, to seek the advice of its attorney about pending litigation: Shayla Logan v. Chief of Police, Ray Calverley, Captain Steve Davis, and Officer Kevin Yoes ID 180, City of Seagoville, Civil Action No. 3:21-cv-3079 in the United States District Court for the Northern District of Texas**

No action taken.

- E. § 551.071. Consultation with City Attorney: receive legal advice related to the Charter Review Commission Report**

No action taken.

Adjourned at 8:56 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
SPECIAL CALLED SESSION
NOVEMBER 14, 2022**

The Special Called Meeting of the City Council of the City of Seagoville, Texas was called to order at 2:15 p.m. on Monday, November 14, 2022, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: City Manager Patrick Stallings, City Attorney Victoria Thomas, 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.*

1. Recessed into Executive Session at 2:16 p.m.

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

A. § 551.071. Consultation with City Attorney: receive legal advice related to the Charter Review Commission Report

2. Reconvened Into Regular Session at 4:00 p.m.

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

A. § 551.071. Consultation with City Attorney: receive legal advice related to the Charter Review Commission Report

No action taken.

Adjourned at 4:00 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Regular Session Agenda Item: 2

Meeting Date: November 21, 2022

ITEM DESCRIPTION:

Direct Staff concerning Council Meetings in January and February 2023.

BACKGROUND OF ISSUE:

The first City Council Meeting in January is scheduled for Monday, January 2, 2023, which is the New Year Holiday. The second Council Meeting for January is scheduled for January 16, 2023, which is the Martin Luther King Jr. Holiday.

Additionally, the second Council Meeting in February is scheduled for February 20, 2023, which is the President's Day Holiday. Staff is seeking direction from Council concerning the first two Council Meeting dates in January 2023 and the second Council Meeting date in February 2023.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Calendars – January and February 2023

January 2023

January 2023						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 1, 23	2 6:30pm City Council Mtg. New Year's Holiday	3	4	5	6	7
8	9	10 6:30 pm P&Z Mtg.	11	12 6:30pm SEDC Meeting	13	14
15	16 6:30pm City Council Mtg. Martin Luther King Jr. Day	17 5:00pm Library Board 7pm KSB Mtg.	18	19	20	21
22	23	24 6:30pm P&Z Mtg.	25	26	27	28
29	30	31	Feb 1	2	3	4

February 2023

February 2023						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 29	30	31	Feb 1	2	3	4
5	6 6:30pm City Council Mtg.	7	8	9 6:30pm SEDC Meeting	10	11
12	13	14 6:30 pm P&Z Mtg. Valentines Day	15	16	17	18
19	20 6:30pm City Council Mtg. Presidents Day Holiday	21 5:00pm Library Board 7pm KSB Mtg.	22	23	24	25
26	27	28 6:30pm P&Z Mtg.	Mar 1	2	3	4

Regular Session Agenda Item: 3

Meeting Date: November 21, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving a Master Interlocal Agreement between Dallas County and the City of Seagoville, Texas pertaining to road and bridge transportation related improvements and/or maintenance on or about certain designated roadways situated within the territorial limits of the City of Seagoville; authorizing the City Manager to execute said agreement and any and all related and necessary documents; and providing an effective date.

BACKGROUND OF ISSUE:

The current road and bridge master interlocal agreement between the City of Seagoville and Dallas County is set to expire on December 31, 2022. We are updating the R&B ILA prior to that deadline so we can continue to partner on projects with Dallas County without interruption. This agreement will provide for continued partnership on projects until December 31, 2027.

FINANCIAL IMPACT:

None at this time

RECOMMENDATION:

City Staff recommends approval.

EXHIBITS:

Resolution (2 pages)

Master Interlocal Agreement with Dallas County (13 pages)

CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING A MASTER INTERLOCAL AGREEMENT BETWEEN DALLAS COUNTY AND THE CITY OF SEAGOVILLE, TEXAS PERTAINING TO ROAD AND BRIDGE TRANSPORTATION RELATED IMPROVEMENTS AND/OR MAINTENANCE ON OR ABOUT CERTAIN DESIGNATED ROADWAYS SITUATED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF SEAGOVILLE; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND ANY AND ALL RELATED AND NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville has previously contracted with Dallas County for Road and Bridge improvements and/or maintenance within the City of Seagoville, and

WHEREAS, the City Council desires to continue its agreement with Dallas County; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into Interlocal Agreements; and

WHEREAS, the City Council has reviewed the agreement and finds it to be in the best interest of the citizens of the City of Seagoville.

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

SECTION 1. The Master Interlocal Agreement between Dallas County and the City of Seagoville Texas Pertaining to Road and Bridge Transportation Related Improvements and/or Maintenance on or about Certain Designated Roadways Situated within the Territorial Limits of the City of Seagoville (the “Agreement”), attached hereto and incorporated herein by this reference as Exhibit “A”, is hereby approved and the City Manager is hereby authorized on behalf of the City of Seagoville, Texas to execute said Agreement in substantially the form of that attached as Exhibit A along with any other related and necessary documents.

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this 21st day of November 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(111622vwtTM132399)

Exhibit “A”

**MASTER INTERLOCAL AGREEMENT
BETWEEN DALLAS COUNTY AND THE CITY/TOWN OF SEAGOVILLE
PERTAINING TO ROAD AND BRIDGE TRANSPORTATION-RELATED
IMPROVEMENTS AND/OR MAINTENANCE ON OR ABOUT CERTAIN
DESIGNATED ROADWAYS SITUATED WITHIN THE TERRITORIAL
LIMITS OF THE CITY/TOWN OF SEAGOVILLE**

This Master Interlocal Agreement is made by and between Dallas County, Texas, hereinafter (“County”) and the City/Town of Seagoville, Texas, hereinafter (“City/Town” refers to the applicable City or Town, which is a party to this Master Interlocal Agreement) acting by and through their duly authorized representatives and officials, which desire to enter into an Interlocal Agreement, hereinafter (“Master Agreement”) for the purpose of transportation improvements and/or maintenance on roads inside Dallas County.

WHEREAS, pursuant to Court Order _____, dated _____, County Commissioners Court approved participation in transportation projects within the City/Town of Seagoville;

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

WHEREAS, the County and the City/Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type A” roadways and bridges, which are situated within the unincorporated portions of the County that are on public right-of-way;

WHEREAS, the County and the City/Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type B” roadways and bridges, which are situated wholly within the territorial limits of the City/Town;

WHEREAS, the County and the City/Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type C” roadways, which are situated wholly within the territorial limits of the City/Town;

WHEREAS, the County and the City/Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of the City/Town retaining and authorizing the County, through its Road & Bridge forces, to improve and/or maintain various “Type E” roadways, alleys, streets, bridges and drainage facilities, which are situated wholly within the territorial limits of the City/Town;

WHEREAS, the County and the City/Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of the City/Town authorizing and retaining the County, through its Road & Bridge forces, to perform minor transportation-related improvements and/or

maintenance services, including but not limited to pothole repair; cleaning and clearing of drainage culverts; roadway debris removal; and the like, which services do not fall squarely within the purview of “Type B” or “Type E” roadway projects, such projects are to be performed on or about public roadways and alleyways, which are situated wholly within the territorial limits of the City/Town; and

WHEREAS, this collaboration between the County and the City/Town is consistent with the County’s Administrative Plan as the County is a proactive regional partner in that it fosters partnerships between the County and local cities therein on local transportation projects. This collaboration between the County and the City/Town is also consistent with the County’s Vision Statement to improve people’s lives.

NOW THEREFORE, THIS MASTER AGREEMENT is hereby made and entered into between the County and the City/Town for the mutual consideration stated herein:

ARTICLE I. PURPOSE

City/Town has requested in the past, and will likely request in the foreseeable future (1) that the County provide funding of certain roadway and/or bridge improvements and/or maintenance projects (“projects”) within the unincorporated portions of the County that are on public right-of-way, which projects shall be duly qualified “Type A” Roadway Projects; (2) that the County participate in the funding of certain roadway improvements and/or maintenance projects (“projects”) on the City/Town’s street system, which projects shall be duly qualified “Type B” Roadway Projects; (3) that County participate in the funding of certain roadway improvements and/or maintenance projects (“projects”) on the City/Town’s street system, which projects shall be duly qualified “Type C” Roadway Projects; (4) that the County provide certain roadway improvements and/or maintenance services (“projects”) on the City/Town’s street system, which projects shall be duly qualified “Type E” Projects on streets, alleys, roads, bridges and drainage facilities for the City/Town; or (5) that the County, through its Road & Bridge forces, perform certain minor transportation-related improvements and/or maintenance services on or about the City/Town’s streets, alleys, and roads, which do not fall squarely within the collaborations contemplated by the aforementioned. The terms and conditions set forth herein provide the cooperative framework for the County and the City/Town to undertake one or more of these transportation-related improvements and/or maintenance projects upon public roadways that are situated wholly within the incorporated and territorial jurisdiction of the City/Town, said roadways being of significance and benefit to the County.

Each roadway improvements and/or maintenance project commenced hereunder shall be fully and specifically set forth and described in a separate Project Specific Agreement hereinafter (“PSA”), and shall be approved by specific order of the Commissioners Court of Dallas County, as well as the governing body of the City/Town.

Projects undertaken pursuant to this Master Agreement are for the benefit of the City/Town and the County, and not the purposeful benefit of any third parties. It is the express intention of the City/Town and the County that any person or entity, other than the City/Town or the County, receiving services or benefits hereunder shall be deemed incidental beneficiaries only.

Nothing herein shall be construed so as to prevent the County and the City/Town from collaborating and working jointly, without prior and formal approval of their respective governing bodies, in cases of national, state or local emergencies or natural disasters. See Tex. Gov't Code Ann. § 791.027 (West 1991). See also Dallas County Code Chapter 102, Section 102-5 (e) regarding minor maintenance in response to emergency road conditions or for purposes of natural disaster relief requested by other governmental jurisdictions.

ARTICLE II. DEFINITIONS

The following definitions for the types of roads listed below are incorporated by reference into this Master Agreement for all purposes.

1. Type A: Improvements and maintenance of roads and bridges located within the unincorporated portions of the County that are on public right-of-way. This includes roads within court-approved subdivisions in which the improvements and rights-of-way have been dedicated to the County and accepted by the Commissioners Court.
2. Type B: Improvements and maintenance of thoroughfares and bridges of major cross-county importance which are either existing or proposed. The Regional Thoroughfare Plan for North Central Texas Council of Governments and Dallas County Mobility Plan will be used as a guide to determine which thoroughfares are of major cross-county importance.
3. Type C: Improvements and maintenance of thoroughfares which are affected by state highway programs, planning and policies, including right-of-way, curb and gutter, and storm sewer projects that participate with state department of highways and public transportation as designated by the state as being part of the state highway system.
4. Type E: Improvements and maintenance of streets, alleys, roads, bridges and drainage facilities for a local governmental entity as defined under Chapter 791 of the Tex. Gov't Code Ann. (West 1999).

ARTICLE III. PERIOD/TERM OF THE MASTER AGREEMENT

This Master Agreement becomes effective when signed by the last party whose signing makes the respective Master Agreement fully executed (the "Effective Date"). This Master Agreement shall expire December 31, 2027, unless terminated in accordance with Article IV. of this Master Agreement.

ARTICLE IV. TERMINATION AND FORCE MAJEURE

A. TERMINATION

- a. This Master Agreement may be terminated by any of the following conditions:
 1. By expiration of the Period/Term of the Master Agreement.

2. By either party, by providing written notice of termination for any reason with ninety (90) days written notice to the other party pursuant to Article XIII., Paragraph E. of this Master Agreement.
- b. Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.
- c. Provisions a. through c. of this Article IV, Section A, shall survive the termination of this Master Agreement.

B. FORCE MAJEURE

Neither County nor City/Town shall be in default or responsible for delays or failures in performance resulting from causes reasonably beyond its control and not attributable to its neglect. Such acts include but are not limited to acts of God, fire, storm, pandemic, epidemic, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, invasion, insurrection, lockout, stoppage of labor, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. If reasonably practical, the party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance under this Master Agreement as soon as practicable. In the event of such an occurrence, the time for performance of such obligations or duty shall be suspended until such time that such inability to perform, shall be removed. Each party shall make all reasonable efforts to mitigate the effects of any suspension. The provisions of this Article IV, Section B, shall survive the termination of this Master Agreement.

ARTICLE V. IMMUNITY AND LIABILITY FOR ACTS AND OMISSIONS

County and City/Town agree that no provision of this Master Agreement is in any way intended to constitute a waiver of any immunities from suit or liability, or a waiver of any tort limitation, that the parties have by operation of law, or otherwise. County and City/Town agree that both County and City/Town shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Master Agreement without waiving any governmental/sovereign immunity available to the County or the City/Town or their respective officials, officers, employees or agents under Texas or other law and without waiving any available defenses under Texas or other law. In the event of joint and concurrent negligence of the parties to this Master Agreement, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any defenses, including governmental/sovereign immunity, or other defenses available to the parties under federal or Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. The provisions of this Article V. shall survive the termination, expiration, or cancellation of this Master Agreement, or any determination

that this Master Agreement or any portion hereof is void, voidable, invalid, or unenforceable.

ARTICLE VI. CITY/TOWN'S FUNDING CONTRIBUTION

For "Type A" projects, the City/Town shall be responsible for zero percent (0%) of the funding and payment for the roadway and/or bridges improvements and/or maintenance services.

For duly qualified "Type B" and "Type C" projects contemplated hereunder, the City/Town shall be responsible for the total funding and payment for the roadway improvements and/or maintenance services, less any amounts contributed by the County, which contributions, if any by the County, may not exceed fifty percent (50%) of the actual total project costs, and may be made through commitment of financial resources or in-kind services, i.e., use of County's labor, equipment and/or materials.

For "Type E" projects and all other projects contemplated hereunder, the City/Town shall be responsible for one hundred percent (100%) of the funding and payment for services provided in whole or in part through the use of County Road & Bridge personnel, equipment and/or materials.

Pursuant to § 791.011(d)(3) of the Texas Government Code, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. All expenditures herein undertaken by the City/Town and/or the County for the performance of these governmental functions or services shall be made from current revenues available to them.

ARTICLE VII. CITY/TOWN'S OBLIGATIONS

Prior to the commencement of any project hereunder, the City/Town shall clearly detail the location and type of project, along with the scope and nature of the services to be performed in a document other than an interlocal agreement ("Master Agreement"). Should the City/Town desire that the County, through deployment of its Road & Bridge workforces, perform such services, the County shall prepare a written and detailed proposal for the City/Town's consideration and approval, indicating all work to be performed by the County, and at what costs and expense to the City/Town. Before any such work commences on a project, the City/Town and the County must have a clear and mutual understanding of the scope of services and/or funding to be provided by the County and the City/Town, describe the type of project to be undertaken; identify the project's location; the costs associated with such project; and be approved by the Commissioners Court of the County. Said mutual understanding between the County and the City/Town shall be evidenced by written documentation in a document other than the interlocal agreement, i.e. in a Project Specific Agreement, which shall only be binding once approved by the Commissioners Court of County and the governing body of the City/Town. The County may not accept and the City/Town may not offer payment for a project undertaken without approval of the Commissioners Court of the County and the governing body of the City/Town, and shall only be binding once approved by the County and the governing body of the City/Town.

For all projects wherein the County is obligated to provide improvements and/or maintenance services, once approved by the Commissioners Court of the County and immediately upon the County's commencement of work duly authorized by them, the City/Town shall set aside, segregate and escrow for the County's benefit, the total estimated amount of the project for each project undertaken. County may elect to bill against segregated funds on a monthly basis for services performed during the course of the month, or it may bill against the segregated funds in full once a project is completed. In either event, the County shall be paid promptly, and in full once the project is completed.

Where required by the nature of the projects undertaken, the City/Town, at its own expense, shall be responsible for the following: (1) informing the public of the proposed improvements, maintenance or construction activity regarding the project; (2) acquiring any right-of-way necessary to complete the project under consideration; (3) locating all manholes, water valves, and other utilities within the project; (4) making or causing to be made, all utility relocations or adjustments necessary for the execution and completion of the project; (5) remediating any hazardous or regulated materials, or other environmental hazards on or near the project site; and (6) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the project to be completed in a timely and safe manner. City/Town agrees to accomplish these functions, if required by the project under consideration, in a timely and efficient manner to ensure that such activity will not delay the County's timely performance of its improvements and/or maintenance activities.

City/Town agrees to permit the County, at the County's expense, to conduct routine special studies of traffic conditions within the City/Town, which studies may include traffic counts, measurements of speeds, delays, congestion, etc.

City/Town agrees to comply with Chapter 251 of the Tex. Transp. Code Ann. (West 1995) and the current Dallas County Code, (1-19-2021, Chapter 102 Road and Bridge District, Article III, Section 102-71 through Section 102-107, regarding road/street names/address policy and guidelines. This Master Agreement references the most current edition of the Dallas County Code. Amendments, updates, additions, or supplements may be issued by Dallas County, which may be provided to the city/town on an as-needed basis, during the term of this Master Agreement.

ARTICLE VIII. COUNTY'S CONTRIBUTION

For all projects contemplated hereunder, the County shall contribute as follows:

1. For "Type A" roadways and bridges, the County shall be responsible for one hundred percent (100%) of the funding and payment for the roadway and bridges improvements and/or maintenance services.
- 2 For all duly qualified "Type B" and "Type C" roadway projects, the County shall contribute an amount not to exceed fifty percent (50%) of the total actual project costs, which contribution may be through pledge and commitment of County Road

and Bridge funds, use of County Road and Bridge personnel and/or equipment, or a combination of the two.

- 3 For "Type E" roadway projects and all other duly qualified projects, the County's contribution hereunder shall be limited solely to supplying labor, materials and/or equipment necessary to provide improvements and/or maintenance services, all of which shall be provided at the City/Town's, or another funding source's, expense at one hundred percent (100%).

ARTICLE IX. COUNTY'S OBLIGATIONS

County shall not undertake performance of any project hereunder, until such time as same has been specifically approved per the protocols set forth in Article I. as listed above and incorporated herein by reference. Once so approved, if called upon to do so, the County shall perform all services contemplated hereunder in a good and workmanlike manner. Further, the County shall not assign its rights, or delegate its duties and obligations hereunder to any third party without prior written approval of the City/Town and formal approval by the governing body of each party. Nothing herein shall be construed to prohibit the County from using subcontractors, where reasonably necessary, to aid in the completion of projects.

Should the County, in executing any project contemplated hereunder, encounter adverse conditions unforeseen by the City/Town or the County, the County shall immediately bring same to the attention of the City/Town, and await direction and guidance from the City/Town on the resolution of same. Where reasonably required by nature of the unknown condition, the County may cease performance hereunder until such time as adverse conditions are rectified or remedied by the City/Town, and such delay shall not constitute a material breach of this Master Agreement.

ARTICLE X. FISCAL FUNDING

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City/Town shall have no right of action against the County as regards this Master Agreement, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of City/Town funding for each item and obligation contained herein. County shall have no right of action against the City/Town as regards this Master Agreement, specifically including any funding by City/Town of the Project in the event that the City/Town is

unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City/Town, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

ARTICLE XI. ORPHAN ROAD POLICY

- A. Orphan road shall mean all or part of a street or road right-of-way, which is outside the incorporated limits of a municipality/municipalities and the incorporated area of the municipality/municipalities abuts or extends into the right-of-way. Type “A” improvements and maintenance of roads and bridges located within the unincorporated portions of the County that are on public right-of-way, which includes roads within court-approved subdivisions in which the improvements and rights-of-way have been dedicated to the county and accepted by the County’s Commissioners Court. These roadway segments have, in effect, been “orphaned” by the abutting City/Town (or cities) that they serve in that they have been left unincorporated. Thus, the County has primary responsibility for maintenance, operation, enforcement, police and/or emergency services within these unincorporated rights-of-way.
- B. The County encourages all Cities adjacent to orphan roads in the County to develop, commit to and submit a plan to the County for completing the annexation of the orphan road segments and assuming full responsibility for these roadways. In instances where two cities abut the same orphan road segment, the County encourages the two cities to jointly develop a plan for the annexation of that segment. The County offers its assistance to the cities in developing such plans.
- C. The County, at the discretion of the Commissioners Court, may give additional selection value to projects in Cities that have submitted a specific plan for the annexation of orphan roads when the County selects, approves, and schedules projects for road and bridge district participation in funding (“Type B” work). Such preference may also be given in approving projects for funding in the County’s major capital improvement program (“MCIP”).
- D. The County, at the discretion of the Commissioners Court, may also refuse to participate in discretionary projects, such as road and bridge district projects or MCIP projects, in a City that elects not to pursue the annexation of orphan road segments that abut its boundaries. Failure to notify the County of the City’s intent to annex and/or failure to submit a plan for annexation in a timely manner shall be construed by the County as the City’s election not to pursue annexation.
- E. The County, at the discretion of the Commissioners Court, may select specific orphan road segments for improvement when a City commits to annexation of the segment upon completion of the project. However, the specific plan for annexation of orphan roads submitted by the City will not be limited to annexation upon completion of improvements by the County. The County improvements may be made as road and bridge projects or as MCIP Projects (subject to other MCIP criteria, including but not

limited to the Regional Thoroughfare Plan for North Central Texas Council of Governments and the Dallas County Mobility Plan designation and City cost participation).

- F. This policy application is prospective and projects selected by the County and approved by the Commissioners Court prior to the date of the adoption of this policy shall not be impacted by this policy.
- G. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting orphan road segments.
- H. The Director of the County's Public Works Department shall maintain a listing of orphan roads and the city or cities they abut and shall provide updates to the Commissioners Court and to the cities as changes occur. The listing and changes to the listing shall be based on municipal boundary and annexation information provided to the County's Public Works Department by the cities as required by Tex. Loc. Gov't Code, § 242.001(c).
- I. The provisions of this Article XI of this Master Agreement shall survive the termination of this Master Agreement.

(Dallas County Code, Chapter 102, Article IV, Sec. 102-131 - 102-133, 1-19-2021).

ARTICLE XII. SMALL WATERSHED DAMS

Small watershed dam/dams shall mean floodwater retarding structures that were constructed by the United States Department of Agriculture ("USDA") Natural Resources Conservation Service ("NRCS"), formerly named the Soil Conservation Service ("SCS"), in watersheds less than 250,000 acres under the authority of the Flood Control Act of 1944 and the Watershed Protection and Flood Prevention Act of 1954. These structures typically have earthen embankments with principal and auxiliary spillways.

The County encourages all cities/towns adjacent to small watershed dams maintained by the County to develop, commit to and submit a plan to the County for assuming full responsibility for the operations and maintenance of these dams. In instances where more than one city/town abuts a small watershed dam, the County encourages the cities/towns to develop a plan for operation and maintenance of the dam. The County offers its assistance to the cities/towns in developing such plans.

- A. The County, at the discretion of the Commissioners Court, may refuse to participate in road and bridge district projects or MCIP projects in a City/Town that elects not to pursue accepting full responsibility for the operations and maintenance of small watershed dams within their jurisdiction. Failure to notify the County of the City/Town's intent to submit a plan for operations and maintenance of small watershed dams in a timely manner shall be construed by the County as the City/Town's election not to pursue operations and maintenance of these dams.
- B. Projects selected by the County and approved by the Commissioners Court prior to the Effective Date of the adoption of this policy, shall not be impacted by this policy.

- C. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting small watershed dams.
- D. The provisions of this Article XII shall survive the termination of this Master Agreement.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

- A. **Applicable Law and Venue.** This Master Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this Master Agreement and all matters pertinent thereto filed by either the County or the City/Town shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Master Agreement is expressly made subject to the County's and the City/Town's governmental and/or sovereign Immunity, pursuant to Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and federal laws.
- B. **Entire Agreement.** This Master Agreement constitutes the entire agreement between the parties respecting the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting the same, and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.
- C. **Severability.** If one or more provisions in this Master Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this Master Agreement to be invalid, illegal or unenforceable, but this Master Agreement shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this Master Agreement, which shall remain in full force and effect.
- D. **Amendment.** This Master Agreement may be supplemented and/or amended at any time through the mutual consent of both the County and the City/Town. Any supplement or amendment must be in writing and approved by the parties' respective governing bodies through either a Court Order from the Commissioners Court of the County or a Resolution from the City/Town Council.
- E. **Notice.** All notices, requests, demands, and other communication under this Master Agreement shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:
Director of Public Works
Records Building
500 Elm Street, Suite 5300
Dallas, Texas 75202

CITY/TOWN:

Scagoville

Either party may change its address for notice by giving the other party written notice thereof.

- F. **Counterparts.** This Master Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- G. **Headings.** The headings and titles used herein are for sake of convenience only, and are not intended to affect the interpretation or construction of such provisions.
- H. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Master Agreement does not preclude pursuit of other remedies in this Master Agreement or as provided by law.
- I. **Assignment.** This Master Agreement may not be assigned or transferred by either party without the prior written consent of the other party and formal approval by the governing body of each party.
- J. **Binding Agreement, Parties Bound.** When this Master Agreement has been duly executed and delivered by both parties, this Master Agreement shall constitute a legal, valid, and binding obligation of the parties, their successors, and permitted assigns.
- K. **Number and Gender.** Words of any gender used in this Master Agreement shall be held and construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.
- L. **Effective Date.** This Master Agreement becomes effective when signed by the last party whose signing makes the respective Master Agreement fully executed (the "Effective Date").
- M. **No Joint Enterprise/Venture.** City/Town and County agree that neither party is an agent, servant, or employee of the other party. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this Master Agreement. No joint enterprise/venture exists between the City/Town and County.

- N. **Contingent.** This Master Agreement is expressly contingent upon formal approval by the Commissioners Court of Dallas County and the governing body of the City/Town of Seagoville, Texas.

(the remainder of this page intentionally left blank)

The City/Town of Seagoville, State of Texas, has executed this Master Agreement pursuant to duly authorized City/Town Council Action on the 21st day of November, 2022.

The County of Dallas, State of Texas, has executed this Master Agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2022.

CITY/TOWN OF SEAGOVILLE:

COUNTY OF DALLAS:

CITY/TOWN MANAGER

CLAY LEWIS JENKINS
COUNTY JUDGE

Date: _____

Date: _____

ATTEST:

CITY/TOWN SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:*
JOHN CREUZOT
DISTRICT ATTORNEY

Assistant City Attorney

Jana Prigmore Ferguson
Assistant District Attorney

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

Regular Session Agenda Item: 4

Meeting Date: November 21, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the City Manager to engage C&M Concrete for concrete repairs to Fran Street and Oakbrook Lane in an amount not to exceed Thirty Nine Thousand One Hundred Seventy Eight Dollars and Forty Cents (\$39,178.40); authorizing the City Manager to execute an agreement or any documents necessary for the work to be performed; and providing an effective date.

BACKGROUND OF ISSUE:

On April 21, 2014, City Council approved a Resolution to enter into a Master Interlocal Purchasing Agreement between the City of Seagoville and the City of Lancaster. The City of Lancaster acted as a purchasing agent for the purchase of various goods and services through the competitive bidding process. The City of Lancaster and C&M Concrete have previously entered into an agreement for C&M Concrete to provide repairs, which agreement provides that other government entities may participate in the agreement under all terms, conditions, specifications, and pricing as set forth in that agreement. The City of Seagoville desires to enter into an agreement with C&M Concrete under the Cooperative Purchase Agreement for concrete and drainage repairs on Fran Street and Oakbrook Lane, as reflected on estimates submitted by C&M Concrete under the Cooperative Purchase Agreement in the amount of \$39,178.40.

FINANCIAL IMPACT:

Storm Water Funding will be used for the repairs in an amount of \$39,178.40

RECOMMENDATION:

City Staff recommends approval.

EXHIBITS:

Resolution (2 pages)

C&M Agreement – Fran Street and Oakbrook Lane (2 pages)

Master Interlocal Cooperative Purchasing Agreement with Lancaster (4 pages)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING THE CITY MANAGER TO ENGAGE C&M CONCRETE FOR CONCRETE REPAIRS TO FRAN STREET AND OAKBROOK LANE IN AN AMOUNT NOT TO EXCEED THIRTY NINE THOUSAND ONE HUNDRED SEVENTY EIGHT DOLLARS AND FORTY CENTS (\$39,178.40); AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT OR ANY DOCUMENTS NECESSARY FOR THE WORK TO BE PERFORMED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville desires to enter into an agreement with C&M Concrete for concrete roadway repairs on portions of Fran Street and Oakbrook Lane as reflected on estimates submitted by C&M Concrete; and

WHEREAS, through an Interlocal Cooperative Contract between the City of Lancaster and the City of Seagoville (the "Cooperative Purchasing Agreement"), this item has been bid in accordance with all applicable bidding statutes and policies; and

WHEREAS, C&M Concrete desires to render the required services on the terms and conditions provided in its prior agreement with City of Lancaster; and

WHEREAS, funding is available for this project in the FY 2023 Street Maintenance Program budget ; and

WHEREAS, the City Council for the City of Seagoville, Texas has determined it to be in the best interest of the City to authorize the City Manager to execute any documents necessary to authorize C&M Concrete to provide concrete repairs on portions of Fran Street and Oakbrook Lane;

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

SECTION 1. The City Manager is hereby authorized to engage C&M Concrete to provide the concrete roadway repair on portions of Fran Street and Oakbrook Lane in a total amount not to exceed Thirty-nine Thousand, One Hundred Seventy-Eight and 40/100 (\$39,178.40) Dollars as set forth in the C&M Concrete price quotations attached hereto and incorporated herein by this reference as collective Exhibit "A", and, the City Manager is authorized to execute any agreement or documents necessary for the work to be performed.

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 21st day of November 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(111622vwtTM132403)

Exhibit "A"



C&M Concrete Contracting

362 Linkview Dr
Duncanville, TX 75137

Estimate

Date	Estimate #
5/16/2022	DE-4738

Name / Address
Reness Plunkett City of Seagoville - Reness Plunkett 702 US-175 Frontage Road Seagoville, Texas 75159

Ship To
Oakbrook Alley

P.O. No.	Project

Description	Qty	Rate	Total
Remove broken section of pipe. Install head wall and wing walls to existing elevation. Grade dirt and cap with concrete to alley flume	1	23,369.00	23,369.00
Total			\$23,369.00

Phone #
9729654781

E-mail
chris@concretepaving.net



C&M Concrete Contracting

362 Linkview Dr
Duncanville, TX 75137

Estimate

Date	Estimate #
10/21/2022	DE-4780

Name / Address
Reness Plunkett City of Seagoville - Reness Plunkett 702 US-175 Frontage Road Seagoville, Texas 75159

Ship To
Fran Concrete Pipe

P.O. No.	Project

Description	Qty	Rate	Total
37 lf 24" Concrete Pipe	37	205.00	7,585.00
4 Yards RCB	4	150.00	600.00
35' x 5' x 12" = 19.44 SQY	19.44	135.00	2,624.40
(2) Head wall 4' x 4' x 4" per wall \$1,500.00	2	1,500.00	3,000.00
Total			\$13,809.40

Phone #
9729654781

E-mail
chris@concretepaving.net

**MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF SEAGOVILLE
AND CITY OF LANCASTER**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, The City of Seagoville and City of Lancaster desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, The City of Seagoville and City of Lancaster represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. The City of Seagoville and City of Lancaster are authorized to participate in each other's current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
2. The City of Seagoville and City of Lancaster agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract, and that participating government shall deal directly with the vendor in obtaining the goods and services and payment therefore. The participating government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the City of Seagoville nor City of Lancaster warrant, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should

a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor.

3. Each government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective government.
4. Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either governments from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
5. Each government shall ensure that all applicable laws and ordinances have been satisfied.
6. **Effective Date and Term.** This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect indefinitely. Any party may modify or terminate this Agreement as provided in Paragraph(s) 7 or 8.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
8. **Termination.** This Agreement may be terminated at any time by the City of Seagoville or City of Lancaster, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 11 herein.
9. **Hold Harmless.** To the extent allowed by law, the City of Seagoville and City of Lancaster agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
10. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
11. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with

successful send confirmation, or by certified mail to the last business address as listed herein.

City of Seagoville: City of Seagoville
Attn: City Secretary
702 N. Highway 175
Seagoville, Texas 75159
Phone (972) 287-6819
dcrabtree@seagoville.us

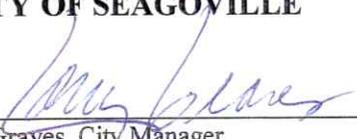
City of Lancaster: City of Lancaster
PO Box 940
Lancaster, TX 75146
972-218-1329
purchasing@lancaster-tx.com

12. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
13. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
14. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
15. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid. This shall be Dallas County, Texas, United States of America for City of Lancaster and shall be Dallas County, Texas, United States of America for the City of Seagoville.
16. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective Government.
17. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party

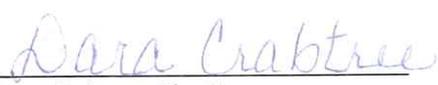
thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

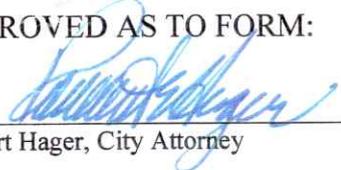
- 18. **Agreement Read.** The parties acknowledge that they understand and intend to be bound by the terms and conditions of this Agreement.
- 19. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical copies, each of which shall be deemed an original for all purposes.

CITY OF SEAGOVILLE

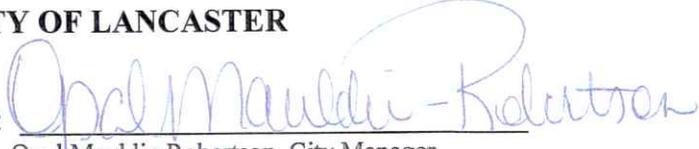
BY: 
Larry Graves, City Manager

DATE: 4-21-14

ATTEST: 
Dara Crabtree, City Secretary

APPROVED AS TO FORM:

Robert Hager, City Attorney

CITY OF LANCASTER

BY: 
Opal Mauldin Robertson, City Manager

DATE: 6/9/14

ATTEST: _____

Sorangel O. Arenas, City Secretary

Regular Session Agenda Item: 5

Meeting Date: November 21, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the City Manager to engage C&M Concrete for concrete repairs to Seagoville Road, East Simonds Road, Malloy Bridge Road and Bryan Place in an amount not to exceed Eighty Six Thousand Two Hundred Eight Dollars and Seventy Cents (\$86,208.70); authorizing the City Manager to execute an agreement or any documents necessary for the work to be performed; and providing an effective date.

BACKGROUND OF ISSUE:

On April 21, 2014, City Council approved a Resolution to enter into a Master Interlocal Purchasing Agreement between the City of Seagoville and the City of Lancaster. The City of Lancaster acted as a purchasing agent for the purchase of various goods and services through the competitive bidding process. The City of Lancaster and C&M Concrete have previously entered into an agreement for C&M Concrete to provide repairs, which agreement provides that other government entities may participate in the agreement under all terms, conditions, specifications, and pricing as set forth in that agreement. The City of Seagoville desires to enter into an agreement with C&M Concrete under the Cooperative Purchase Agreement for concrete repairs to Seagoville Road, East Simonds Road, Malloy Bridge Road and Bryan Place, as reflected on estimates submitted by C&M Concrete under the Cooperative Purchase Agreement in the amount of \$86,208.70.

FINANCIAL IMPACT:

Funding for the repairs have been approved through the FY 2023 Street Maintenance budget \$86,208.70

RECOMMENDATION:

City Staff recommends approval.

EXHIBITS:

Resolution (2 pages)

C&M Agreement – Seagoville Road, East Simonds Road, Malloy Bridge Road and Bryan Place (4 pages)

Master Interlocal Cooperative Purchasing Agreement with Lancaster (4 pages)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING THE CITY MANAGER TO ENGAGE C&M CONCRETE FOR CONCRETE REPAIRS TO SEAGOVILLE ROAD, EAST SIMONDS ROAD, MALLOY BRIDGE ROAD AND BRYAN PLACE IN AN AMOUNT NOT TO EXCEED EIGHTY SIX THOUSAND TWO HUNDRED EIGHT DOLLARS AND SEVENTY CENTS (\$86,208.70); AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT OR ANY DOCUMENTS NECESSARY FOR THE WORK TO BE PERFORMED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville desires to enter into an agreement with C&M Concrete for concrete roadway repairs on portions of Seagoville Road, East Simonds Road, Malloy Bridge Road and Bryan Place as reflected on estimates submitted by C&M Concrete; and

WHEREAS, through an Interlocal Cooperative Contract between the City of Lancaster and the City of Seagoville (the "Cooperative Purchasing Agreement"), this item has been bid in accordance with all applicable bidding statutes and policies; and

WHEREAS, C&M Concrete desires to render the required services on the terms and conditions provided in its prior agreement with City of Lancaster; and

WHEREAS, funding is available for this project in the FY 2023 Street Maintenance Program budget ; and

WHEREAS, the City Council for the City of Seagoville, Texas has determined it to be in the best interest of the City to authorize the City Manager to execute any documents necessary to authorize C&M Concrete to provide concrete repairs on portions of Seagoville Road, East Simonds Road, Malloy Bridge Road and Bryan Place;

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

SECTION 1. The City Manager is hereby authorized to engage C&M Concrete to provide the concrete roadway repair on portions of Seagoville Road, East Simonds Road, Malloy Bridge Road and Bryan Place in a total amount not to exceed Eighty Six Thousand Two Hundred Eight Dollars and Seventy Cents (\$86,208.70) as set forth in the C&M Concrete price quotations attached hereto and incorporated herein by this reference as collective Exhibit "A", and, the City Manager is authorized to execute any agreement or documents necessary for the work to be performed.

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 21st day of November 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(111622vwtTM132401)

Exhibit A [Four price quotes from C&M Concrete]



C&M Concrete Contracting
362 Linkview Dr
Duncanville, TX 75137

Estimate

Date	Estimate #
8/16/2022	DE-4763

Name / Address
Reness Plunkett City of Seagoville - Reness Plunkett 702 US-175 Frontage Road Seagoville, Texas 75159

Ship To
Malloy Brige

P.O. No.	Project

Description	Qty	Rate	Total
50' x 24' x 8" = 133.33 SQY	133.33	190.00	25,332.70
Traffic Control ,4 Hour set concrete, (2) pours.	1	2,500.00	2,500.00
Flowable concrete not included amount needed unknown till paving is removed		0.00	0.00
Total			\$27,832.70

Phone #
9729654781

E-mail
chris@concretepaving.net



C&M Concrete Contracting

362 Linkview Dr
Duncanville, TX 75137

Estimate

Date	Estimate #
8/18/2022	DE-4765

Name / Address
Reness Plunkett City of Seagoville - Reness Plunkett 702 US-175 Frontage Road Seagoville, Texas 75159

Ship To
Seagoville Rd /Simmonds

P.O. No.	Project

Description	Qty	Rate	Total
33' x 21' x 10" = 77 SQY	77	120.00	9,240.00
48 lf curb	48	12.00	576.00
Total			\$9,816.00

Phone #
9729654781

E-mail
chris@concretepaving.net



C&M Concrete Contracting

362 Linkview Dr
Duncanville, TX 75137

Estimate

Date	Estimate #
9/12/2022	DE-4766

Name / Address
Reness Plunkett City of Seagoville - Reness Plunkett 702 US-175 Frontage Road Seagoville, Texas 75159

Ship To
1316 Bryan St

P.O. No.	Project
Alley Repair	

Description	Qty	Rate	Total
120' x 12' x 8" = 160 SQY	160	110.00	17,600.00
Total			\$17,600.00

Phone #
9729654781

E-mail
chris@concretepaving.net



C&M Concrete Contracting

362 Linkview Dr
Duncanville, TX 75137

Estimate

Date	Estimate #
9/12/2022	DE-4767

Name / Address
Reness Plunkett City of Seagoville - Reness Plunkett 702 US-175 Frontage Road Seagoville, Texas 75159

Ship To
Seagoville Rd

Description	Qty	Rate	Total	P.O. No.	Project
				Street Repair	
180' x 12'-6" x 10" = 240 SQY	240	120.00	28,800.00		
180 lf curb	180	12.00	2,160.00		
Total			\$30,960.00		

Phone #
9729654781

E-mail
chris@concretepaving.net

**MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF SEAGOVILLE
AND CITY OF LANCASTER**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, The City of Seagoville and City of Lancaster desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, The City of Seagoville and City of Lancaster represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. The City of Seagoville and City of Lancaster are authorized to participate in each other's current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
2. The City of Seagoville and City of Lancaster agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract, and that participating government shall deal directly with the vendor in obtaining the goods and services and payment therefore. The participating government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the City of Seagoville nor City of Lancaster warrant, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should

a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor.

3. Each government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective government.
4. Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either governments from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
5. Each government shall ensure that all applicable laws and ordinances have been satisfied.
6. **Effective Date and Term.** This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect indefinitely. Any party may modify or terminate this Agreement as provided in Paragraph(s) 7 or 8.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
8. **Termination.** This Agreement may be terminated at any time by the City of Seagoville or City of Lancaster, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 11 herein.
9. **Hold Harmless.** To the extent allowed by law, the City of Seagoville and City of Lancaster agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
10. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
11. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with

successful send confirmation, or by certified mail to the last business address as listed herein.

City of Seagoville: City of Seagoville
Attn: City Secretary
702 N. Highway 175
Seagoville, Texas 75159
Phone (972) 287-6819
dcrabtree@seagoville.us

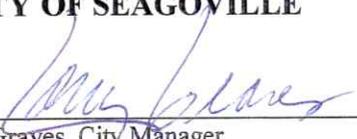
City of Lancaster: City of Lancaster
PO Box 940
Lancaster, TX 75146
972-218-1329
purchasing@lancaster-tx.com

12. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
13. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
14. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
15. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid. This shall be Dallas County, Texas, United States of America for City of Lancaster and shall be Dallas County, Texas, United States of America for the City of Seagoville.
16. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective Government.
17. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party

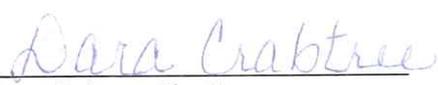
thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

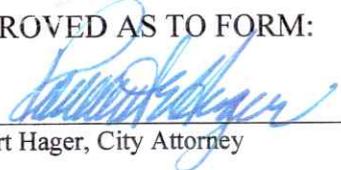
- 18. **Agreement Read.** The parties acknowledge that they understand and intend to be bound by the terms and conditions of this Agreement.
- 19. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical copies, each of which shall be deemed an original for all purposes.

CITY OF SEAGOVILLE

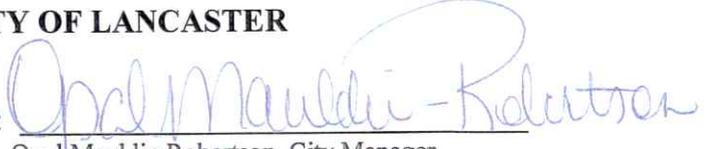
BY: 
Larry Graves, City Manager

DATE: 4-21-14

ATTEST: 
Dara Crabtree, City Secretary

APPROVED AS TO FORM:

Robert Hager, City Attorney

CITY OF LANCASTER

BY: 
Opal Mauldin Robertson, City Manager

DATE: 6/9/14

ATTEST: _____

Sorangel O. Arenas, City Secretary

Regular Session Agenda Item: 6

Meeting Date: November 21, 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: 7

Meeting Date: November 21, 2022

ITEM DESCRIPTION:

Future Agenda Items

BACKGROUND OF ISSUE:

Council provides direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 8

Meeting Date: November 21, 2022

ITEM DESCRIPTION:

Recess into Executive Session

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

A. § § 551.071(2) Consultation with City Attorney: to seek legal advice with regard to provision of a holiday gift to employees

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 9

Meeting Date: November 21, 2022

ITEM DESCRIPTION:

Reconvene into Regular Session

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

A. § 551.071 (2) Consultation with City Attorney: to seek legal advice with regard to provision of a holiday gift to employees

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 10

Meeting Date: November 21, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to purchase and administer the provision of a holiday gift basket, the value of which shall not exceed Fifty (\$50.00) Dollars, to each City of Seagoville permanent employee; finding that the provision of the holiday gift baskets serves a public purpose in increasing employee morale and productivity; and providing an effective date

BACKGROUND OF ISSUE:

The City Council hereby authorizes and directs the City Manager to purchase sufficient holiday gift baskets, the value of which shall not exceed \$50.00 per basket, using funds from the City's general fund balance, and to distribute said one (1) such holiday gift basket to each permanent City of Seagoville employee (full-time and part-time) employed by the City as of December 1, 2022. The City Manager is further directed that the gift basket distribution to employees should be made during the month of December 2022 and the gift card attached to each gift basket should read "With appreciation and best wishes for the holidays, The Seagoville City Council".

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Resolution – Authorizing the City Manager to purchase and administer a Holiday Gift Basket

CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO PURCHASE AND ADMINISTER THE PROVISION OF A HOLIDAY GIFT BASKET, THE VALUE OF WHICH SHALL NOT EXCEED FIFTY (\$50.00) DOLLARS, TO EACH CITY OF SEAGOVILLE PERMANENT EMPLOYEE; FINDING THAT THE PROVISION OF THE HOLIDAY GIFT BASKETS SERVES A PUBLIC PURPOSE IN INCREASING EMPLOYEE MORALE AND PRODUCTIVITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that the purchase and provision of a holiday gift basket, the value of which shall not exceed \$50.00 per basket, to all permanent City employees will serve a public purpose in increasing City employee morale and productivity; and

WHEREAS, the City Council further has determined that said holiday gift baskets should be paid for out of the general fund balance;

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

Section 1. The City Council hereby finds the above recitals to be true and correct and the same are incorporated herein for all purposes.

Section 2. The City Council hereby authorizes and directs the City Manager to purchase sufficient holiday gift baskets, the value of which shall not exceed \$50.00 per basket, using funds from the City's general fund balance, and to distribute said one (1) such holiday gift basket to each permanent City of Seagoville employee (full-time and part-time) employed by the City as of December 1, 2022. The City Manager is further directed that the gift basket distribution to employees should be made during the month of December 2022 and the gift card attached to each gift basket should read "With appreciation and best wishes for the holidays, The Seagoville City Council".

Section 3. 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 21st day of November 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(111722vwtTM132427)