



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, DECEMBER 5, 2022**

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

WORK SESSION – 6:30 P.M.

Call to Order

A. Discuss regular session agenda items

Adjourn

REGULAR SESSION - 7:00 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

Proclamation – Mayor to present Proclamation for Chief Apostle McGowan

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 21, 2022 (City Secretary)**

REGULAR AGENDA-

- 2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to sign an Inter-Local Agreement with the Dallas Independent School District for the purpose of setting out a common understanding of the policies and procedures that the Seagoville Police Department will follow in providing service to the Dallas ISD schools located within the City of Seagoville, Texas incorporated city limits; approving conditions of the Inter-Local Agreement; clarifying jurisdiction; defining parameters and area of responsibility; and providing an effective date (Police Chief)**
- 3. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the Mayor to execute the Household Hazardous Waste Interlocal Agreement for fiscal year 2022-2023 between the City of Seagoville and Dallas County; and providing an effective date (Director of Health)**
- 4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, amending the Master Fee Schedule, as previously amended, by amending the section titled "Building Inspection/Code Enforcement/Health," at its subsection titled "Building Permits" to add an administrative fee of \$25.00 as set forth on the attached Exhibit "A"; providing a savings clause, providing a severability clause; and providing an effective date (Finance Director)**
- 5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, declaring certain personal property as obsolete, valueless and salvage property; providing for disposal thereof by the City Manager or his designee; providing a severability clause; providing a repealing clause; providing an effective date (Community Development Director)**
- 6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing acquisition of a variable width wastewater easement and temporary construction easement for approximately 115 square feet (0.0026 acres) out of a Tract commonly known as 201 East Malloy Bridge Road in the City of Seagoville, Texas, being situated in the M.L. Swing Survey, Abstract No. 1420, Dallas County, Texas, said easement being more particularly described and depicted in Exhibit "A" attached hereto from Linda Jean Nordeck and Community National Title for the purchase price of \$200.00; authorizing the City Manager to purchase the easement and authorizing the City Manager or the Mayor to sign all necessary acquisition documents; providing for the furnishing of certified copies of this Resolution and for recording of the easement in the real property records of Dallas County, Texas, as a deed; and providing an effective date (City Attorney)**

7. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing a Fifty Dollar (\$50.00) one-time, lump sum employee recognition payment to all full-time and part-time city employees; providing for the repeal of any and all Resolutions in conflict; providing a severability clause; and providing for an effective date (City Attorney)

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

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

Adjourn

Posted Friday, December 2, 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 19, 2022, Regular City Council Meeting**
- **Monday, January 9, 2023, Regular City Council Meeting**
- **Monday, January 23, 2023, Regular City Council Meeting**
- **Monday, February 6, 2023, Regular City Council Meeting**

Consent Session Agenda Item: 1

Meeting Date: December 5, 2022

ITEM DESCRIPTION:

Consider approving City Council Meeting Minutes for November 21, 2022.

BACKGROUND OF ISSUE:

Approve City Council Meeting Minutes for November 21, 2022.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

November 21, 2022, Work Session Meeting Minutes
November 21, 2022, Regular Session Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
NOVEMBER 21, 2022**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, November 21, 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, Public Works Director Chris Ryan, and City Secretary Kandi Jackson.

A. Discuss Regular Session Agenda Items

- 1. Consider approving City Council Meeting Minutes for November 7, 2022, and November 14, 2022 (City Secretary)**

No questions.

- 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)**

Public Works Director Ryan stated this Resolution approves 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.

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)**

Public Works Director Ryan stated this Resolution authorizes 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).

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)**

Public Works Director Ryan stated this Resolution authorizes 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).

- B. **Receive Presentation from Police Department concerning Procedure for Citizens Desire to Prosecute**

Police Chief Calverley presented the Procedure for Citizens Desire to Prosecute.

Adjourned at 6:50 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
NOVEMBER 21, 2022**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, November 21, 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, and City Secretary Kandi Jackson.

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

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

Mayor’s Report – *None.*

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

None.

CONSENT AGENDA- The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

1. Consider approving City Council Meeting Minutes for November 7, 2022, and November 14, 2022 (City Secretary)

Motion to approve City Council Meeting Minutes for November 7, 2022, and November 14, 2022 – Hernandez, seconded by Magill; motion passed with all ayes. 4/0

REGULAR AGENDA-

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

Council directed Staff to move the meeting to January 9, 2023, January 23, 2023, and February 27, 2023.

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)

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

4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing 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)

Motion to approve 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 – Magill, seconded by Hernandez; motion passed with all ayes. 4/0

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)

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

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

None.

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.

None.

8. Recessed Into Executive Session at 7:06 p.m.

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. Reconvened Into Regular Session at 7:26 p.m.

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

No action taken.

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

Mayor Childress stated Item #10 will be removed from the Agenda.

Adjourned at

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Regular Session Agenda Item: 2

Meeting Date: December 5, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to sign an Inter-Local Agreement with the Dallas Independent School District for the purpose of setting out a common understanding of the policies and procedures that the Seagoville Police Department will follow in providing service to the Dallas ISD schools located within the City of Seagoville, Texas incorporated city limits; approving conditions of the Inter-Local Agreement; clarifying jurisdiction; defining parameters and area of responsibility; and providing an effective date.

BACKGROUND OF ISSUE:

The Dallas Independent School District operates three (3) elementary schools within the city limits of Seagoville. At some point, these locations may need law enforcement service of one form or another to deal with situations that require a law enforcement response. The proposed Inter-local Agreement sets out defined responsibilities for and expectations of both the Seagoville Police Department and the Dallas ISD Police Department. Having a formal Inter-local Agreement, allows law enforcement to have clear expectations of their authority when called upon.

FINANCIAL IMPACT:

There are no financial impacts concerning this proposed ILA.

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution – Approving Inter-Local Agreement with DISD
Inter-Local Agreement between Seagoville Police Department & DISD

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 SIGN AN INTER-LOCAL AGREEMENT WITH THE DALLAS INDEPENDENT SCHOOL DISTRICT FOR THE PURPOSE OF SETTING OUT A COMMON UNDERSTANDING OF THE POLICIES AND PROCEDURES THAT THE SEAGOVILLE POLICE DEPARTMENT WILL FOLLOW IN PROVIDING SERVICE TO THE DALLAS ISD SCHOOLS LOCATED WITHIN THE CITY OF SEAGOVILLE, TEXAS INCORPORATED CITY LIMITS; APPROVING CONDITIONS OF THE INTER-LOCAL AGREEMENT; CLARIFYING JURISDICTION; DEFINING PARAMETERS AND AREA OF RESPONSIBILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council supports a cooperative working relationship with Dallas Independent School District; and

WHEREAS, the City Council recognizes the efforts of the Seagoville Police Department to work collaboratively with the Dallas Independent School District to provide police service to the Dallas Independent School District schools located within the City of Seagoville incorporated city limits; and

WHEREAS, the City Council further recognizes the need to clarify jurisdiction, define parameters and areas of responsibilities and to establish a spirit of cooperation to enhance the services that both agencies provide to the citizens residing in the City of Seagoville.

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

Section 1. That the City Council hereby approves the terms and conditions of the Inter-Local Agreement between the City of Seagoville and the Dallas Independent School District, which is attached hereto and incorporated herein as Exhibit "A", and authorizes the City Manager to execute such Agreement by and between the City of Seagoville and the Dallas Independent School District.

Section 2. That this Resolution shall take effect immediately from and after its adoption and it is so resolved.

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 5th day of December, 2022.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

INTERLOCAL AGREEMENT

Between

CITY OF SEAGOVILLE, on behalf of its POLICE DEPARTMENT

AND

**DALLAS INDEPENDENT SCHOOL DISTRICT, on behalf of its
POLICE DEPARTMENT**

This Interlocal Agreement (IA) is being executed by the Dallas Independent School District, on behalf of its Police Department (hereinafter "DISD") in conjunction with the City of Seagoville, on behalf of its Police Department (hereinafter "City" or "Seagoville"). DISD and Seagoville for and on behalf of their respective police departments agree to abide by the terms and provisions of this IA throughout the duration of this agreement.

PURPOSE

The purpose of this IA is to set out a common understanding of the policies and procedures that the Seagoville Police Department, and the Dallas ISD Police Department will follow in providing police service to Dallas ISD schools in the City of Seagoville, Dallas County and/or The State of Texas. This IA is a formal agreement to clarify jurisdiction, define parameters and areas of responsibilities, and to establish a spirit of cooperation to enhance the services that both agencies provide to the citizens residing within the city limits of Seagoville, in accordance with the provisions of the *Texas Education Code, Section 37.081*.

MISSION

The mission of this IA is to provide better utilization of resources by the Seagoville Police Department and Dallas ISD Police Department. Further, it will substantially increase cooperation between these two departments eliminating waste of public resources and resulting in better accumulation of crime analysis data and ultimately providing the safest environment possible for the school children of Dallas ISD and reducing crime in the Seagoville city limits.

SERVICES PROVIDED AND RESPONSIBILITIES OF THE SEAGOVILLE POLICE DEPARTMENT

- Seagoville Police Department Public Information Office shall notify the Dallas ISD Communications Office, prior to releasing information to the media or public, in joint cases involving students, district employees, crimes involving district property or where the investigation involves the mutual interest of both the Dallas ISD and Seagoville Police Department.
- The Seagoville Police Department will assist any lead agency in the reporting and investigating of major crimes against person crimes reported by Dallas ISD, including homicide, kidnapping, and suicide.
- Seagoville Police Department agrees to coordinate warrant service on Dallas ISD property with the Dallas ISD Police Department.
- The Seagoville Police Department agrees to assist any lead agency in response to barricaded person or hostage incidents occurring on Dallas ISD campuses.
- The Seagoville Police Department will provide Gang unit assistance as available and share intelligence information regarding campus crime with Dallas ISD Police Department.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEAGOVILLE, on behalf of its POLICE DEPARTMENT AND THE DALLAS INDEPENDENT SCHOOL DISTRICT, on behalf of its POLICE DEPARTMENT

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- The Seagoville Police Department will notify Dallas ISD Police Department of any "undercover" investigation prior to commencing on any Dallas ISD campus(s) or facilities, for safety of officers and students.
- The Seagoville Police Department will agree to provide officer safety assistance and assist officer back-up to officers employed by the Dallas ISD Police Department when requested, and to the degree necessary to ensure the safety of Dallas ISD Police Officers.
- The Seagoville Police Department agrees to provide continued access to specialized services for all campuses and facilities in the interest of public safety.
- The Seagoville Police Department agrees to provide the Dallas ISD Police Department with Uniform Crime Report and crime analysis and statistics of offenses occurring on Dallas ISD property.
- The first responding agency will take control of any active threats on the campus until such time as deemed appropriate to transfer control or authority to the local agency.

SERVICES PROVIDED AND RESPONSIBILITIES OF THE DALLAS INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT:

- Dallas ISD Police Department will initiate a crime offense report and investigate all crimes on Dallas ISD campuses and facilities.
- The Dallas ISD Police Department will provide officer safety assistance and assist with officer back-up to officers employed by the Seagoville Police Department when requested, and to the degree necessary to ensure the safety of Seagoville Police Officers.
- Dallas ISD Police Department agrees to coordinate warrant service with the appropriate Seagoville Police Department Patrol Division.
- Dallas ISD Police Department will share gang intelligence with the Seagoville Police Department on a continuous basis.
- Dallas ISD Police Department or Dallas ISD Communications Department shall notify the Seagoville Police Department Public Information Officer, prior to releasing information to the media or public, in joint cases where the investigation involves the mutual interest of both Seagoville Police Department and the Dallas ISD.
- The first responding agency will take control of any active threats on the campus until such time as deemed appropriate to transfer control or authority to the local agency.

DURATION:

This agreement will be effective from the date that the agreement has been fully executed by both parties to November 30, 2025. This agreement may be renewed for 3 one-year terms by the Dallas ISD Police Department providing Seagoville Police Department with a written notice of its intention to renew not later than thirty (30) days prior to the expiration of the then current term.

Each party will be responsible for their own costs and expenses related to the services provided in the Interlocal Agreement.

SO AGREED:

CITY OF SEAGOVILLE

DALLAS INDEPENDENT SCHOOL DISTRICT

By: Patrick Stallings, City Manager By: _____(Name/Title)

Date: _____ Date: _____

Regular Session Agenda Item: 3

Meeting Date: December 5, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the Mayor to execute the Household Hazardous Waste Interlocal Agreement for fiscal year 2022-2023 between the City of Seagoville and Dallas County; and providing an effective date.

BACKGROUND OF ISSUE:

The Household Hazardous Waste Interlocal Agreement is part of the City of Seagoville's Storm Water Pollution Program which was adopted in 1994. This program provides a means for the citizens of Seagoville to dispose of household hazardous waste legally rather than illegally dumping the hazardous waste in Right-of-Ways or onto private property. It protects the storm waters running into our creeks and our lakes.

The attached agreement is a continuation of the 1994-2022 program. The contract initiated in FY2022-23 under Dallas County Commissioner Court Order 2022-0661. As in the past, each renewal is brought to the Council annually for consideration.

FINANCIAL IMPACT:

This expenditure is included in the FY22-23 budget, not to exceed amount of \$6,438

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution
Agreement
Court Order 2022-0661

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE THE HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT FOR FISCAL YEAR 2022-2023 BETWEEN THE CITY OF SEAGOVILLE AND DALLAS COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Dallas County Commissioners Court adopted Court Order No. 2022-0661 authorizing continuation of the Household Hazardous Waste (“HHW”) collection network to coordinate the planning and implementation of a HHW collection program; and

WHEREAS, the Dallas County Commissioners Court also approved Interlocal Agreement between the County and member cities of the HHW, which amendment serves to continue the HHW Program for Fiscal Year 2022-2023 while updating overall project budget amounts and individual city budget limits for the new fiscal year; and

WHEREAS, the City of Seagoville, City Council has determined that it is in the best interest of and serves the general welfare of the citizens of Seagoville to continue to join with the County and other interested jurisdictions to participate in a Household Hazardous Waste ("HHW") collection program as a continuation of the 1994-2022 program.

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

SECTION 1. That the Mayor is hereby authorized to execute the Household Hazardous Waste Interlocal Agreement with Dallas County, a copy of which is attached hereto and incorporated herein as Exhibit "A", for the collection and disposal of household hazardous waste for FY 2022-2023.

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 5th day of December 2022.

APPROVED:

DENNIS CHILDRESS, MAYOR

ATTEST:

APPROVED AS TO FORM:

KANDI JACKSON
City Secretary

VICTORIA W. THOMAS
City Attorney (113022vwtTM132599)

Exhibit A
Household Hazardous Waste Interlocal Agreement

STATE OF TEXAS)
COUNTY OF DALLAS)

AGREEMENT BETWEEN SEAGOVILLE AND DALLAS COUNTY

WITNESSETH:

WHEREAS, the City of Seagoville Texas, (the "City") wishes to enter into this agreement (the "Agreement") to join the Dallas Area Household Hazardous Waste Network (the "HHW Network") to coordinate the planning and implementation of a hazardous waste collection program from October 1, 2022, through September 30, 2023, with options to renew for four additional one-year terms; and

WHEREAS, Dallas County, Texas acting by and through the Dallas County Commissioners Court ("County") approves the City's participation in the HHW Network; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into contracts with other local governments and state agencies; and

WHEREAS, the Dallas County Commissioners Court adopted Court Order Number 94-751 establishing the HHW Network to coordinate the planning and implementation of a HHW collection program; and

WHEREAS, the HHW Network has successfully served the residents of the participating local governments since its inception in 1994 and is prepared to continue its services;

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by the City and the County upon mutual consideration stated herein:

PURPOSE:

It is the desire of the City to voluntarily join with the County and other interested jurisdictions, to participate in a Household Hazardous Waste ("HHW") collection program as a continuation of the 1994-2022 program. The terms and conditions set forth within this Agreement provide the cooperative framework for the City and the County to undertake a variety of activities necessary to coordinate the planning and implementation of a HHW

collection program and to provide public education aimed at decreasing the generation of HHW.

GENERAL CONDITIONS:

The specific Scope of Services (see attached **Exhibit A2023**) has been reviewed and approved by the HHW Network. The parties agree **Exhibit A2023** is incorporated herein for all purposes. Any and all changes having a financial impact must be approved in advance by a mutually executed letter of agreement between the City and the County. Each letter of agreement, upon full execution, will become an addendum to this Agreement which is automatically incorporated upon mutual execution of the parties.

I. TERM

The Term of this Agreement will begin on the date executed below by the parties and continue until September 30, 2023.

II. NOTICE

Any notice, demand, or request related to this Agreement must be in writing and sent by U.S. Certified or Registered Mail to the designated contact at the address below. A notice, demand, or request will be considered received by the addressee three (3) business days after the date the notice, demand, or request was sent by U.S. Certified or Registered Mail to the contact at the address below.

Dallas County Contact
Earle Blakney
HHW Program Manager
Dallas County
11234 Plano Road
Dallas, TX 75243
PHONE: (214) 553-1765
FAX: (214) 553-6507

City Contact (Name, Title, Address, Phone, Fax)

With Copy to:

Russell Roden
Chief, Civil Division
Dallas County
District Attorney's Office
411 Elm Street

5th Floor
Dallas, Texas 75202

III. COUNTY RESPONSIBILITIES

During the Term of this Agreement, the County agrees to the following provisions:

1. To provide HHW Network project management, HHW Network disposal contract negotiations and signatory, a HHW Mobile Unit, HHW public education, assistance with advertisement of HHW collections, all as per funding scheduled and provided by the participating cities, grants, and contributions.
2. To enter into an agreement with disposal vendor(s) to provide household hazardous waste services including a series of disposal events and disposal services at the County's fixed-site HHW collection locations. The County recognizes and agrees that compensation for vendors under such agreements will be payable only to the extent that City funds are made available.
3. To provide two representatives on the HHW Network.
4. To provide, manage, operate, and maintain a site at 11234 Plano Road in Dallas for exclusive use as a Home Chemical Collection Center ("Collection Center").
5. To provide regular reports to the City regarding collection statistics taken from event surveys.

IV. CITY RESPONSIBILITIES

During the Term of this Agreement, the City will provide:

1. A sum not to exceed \$ \$6,438.00 for disposal, setup, operational, capital and transportation costs for HHW collection for residents of the City, during the period from October 1, 2022 through September 30, 2023. This figure is based on the program's annual budget contained in **Exhibit B2023** which is incorporated herein for all purposes.
 - a) The City agrees collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the City at events and at the Collection Center.
 - b) The City agrees operational and capital costs must be paid quarterly in advance.
 - c) In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation but will become immediately due and payable in full.
2. Evidence that funding has been committed and encumbered which will be

available for the obligations set forth herein in an appropriate form (City Council resolution, approved line item budget, letter from department head or other official authorized to encumber funds, etc.).

3. A request to the County in writing when the City wishes a collection event to be held within the City's jurisdiction and assistance in obtaining HHW collection site location(s), community support, volunteers, and volunteer amenities for the requested event.
4. Onsite representation at HHW collection(s) within its jurisdiction.
5. Notification to the County in writing at least sixty (60) days prior to withdrawal from this agreement by the City.
6. One representative and one alternate on the HHW Network to attend Network meetings and participate in the decision-making process.

The City acknowledges that the financial responsibility for vendor's disposal, set up, and transportation costs, based on actual usage by residents of the City, rests with the City. The City further acknowledges and agrees its financial responsibility is determined by a proportional share of the program Operational and Capital Budgets, based on the City's percentage of total single-family households served and using single-family household projections. The Operational and Capital Budgets will be determined by the County and the HHW Network. No participating City will be obligated to incur expenses without their prior knowledge and approval.

V. HHW NETWORK RESPONSIBILITIES

Under the Bylaws of the HHW Network as included in **Exhibit C2023** which is incorporated herein for all purposes, the HHW Network will:

1. Provide guidance and direction to the Program Manager in the selection of a HHW disposal contractor, in identifying and selecting waste disposal options, in advertising HHW collections, and in developing and implementing a HHW public awareness program.
2. Create a Finance Committee, composed of those HHW Network members that contribute funds, to make recommendations to the HHW Network regarding expenditures of funds for the HHW Program.
3. Provide guidance and direction to the Program Manager in scheduling community HHW collection events. The HHW Network will attempt to honor all requests from member cities wishing to host a community HHW collection event. Should insufficient dates be available to accommodate all such requests, the number of

events hosted by a single member City annually may be scheduled at a rate that is proportional to that City's share of single family households served.

4. Pay for all routine maintenance at the Collection Center and be responsible for capital additions necessitated by program operations.

VI. LIABILITY

To the extent allowed by law, and without creating a sinking fund, the County agrees to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments against the County, including workers' compensation claims, arising out of the performance of the work and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) occurring during the performance of this Agreement which are caused by the sole negligence of the County, its agents, officers and/or employees. To the extent allowed by law, and without creating a sinking fund, the City agrees to be responsible for any liability or damages the City may suffer as a result of claims, demands, costs or judgments against the City, including workers' compensation claims, arising out of the performance of the work and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) occurring during the performance of this Agreement which are caused by the sole negligence of the City, its agents, officers and/or employees.

County and City agree that any such liability or damages as stated above occurring during the performance of this agreement caused by the joint or comparative negligence of their employees, agents and officers will be determined in accordance with the comparative responsibility laws of the State of Texas.

This Agreement is made solely for the benefit of the parties, and nothing herein will be construed as granting any rights or cause of action to any third party. This agreement is made subject to the County's and City's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code and the Texas Tort Claims Act.

VII. RENEWAL, CANCELLATION AND AMENDMENTS

This agreement may be renewed on October 1 of each year for four additional one-year terms by mutual agreement of the parties. Either party may withdraw from this Agreement at any time without cause, provided that it has notified the other party in writing at least sixty (60) days prior to its intended withdrawal date.

Notwithstanding anything to the contrary herein, County's obligations contained in this Agreement and any extension hereto are expressly contingent upon the availability of funding for each item and obligation. Neither the State of Texas nor any City or any other

person or entity will have any cause of action against the County of Dallas regarding this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding from any source utilized to fund this Agreement or failure of any funding party, including the County, to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding by County or any other funding entity, or if funding for this Agreement is terminated, limited, suspended or withdrawn, or if funds become unavailable in whole or part, the County, at its sole discretion, will have the right, but not the obligation, to terminate County's obligations herein and withdraw from this Agreement with at least sixty (60) days prior written notice to the other HHW Network entities. Nothing herein will prevent the County, in its sole discretion, from providing funding from a separate source.

VIII. PAYMENT

The City, once receiving an invoice from the County for services rendered (operational, disposal, capital, set up, and/or transportation costs), must provide payment within thirty (30) days to the County per this Agreement and any addendum(s) to this Agreement. If the City fails to pay within thirty (30) days, the City will be charged a late fee of one percent (1%) of the invoice amount for each additional month or portion thereof. Disputes should be directed to the HHW Program Manager. Interest charges on disputed amounts will be suspended until an accurate figure has been documented and re-submitted to the City by HHW Network staff. Upon written request from the City, invoices from the County must be accompanied by copies of all participant surveys and other relevant backup documents to the invoice. Payments required under this Agreement must be in amounts that fairly compensate the performing party for the services or functions performed and shall be made from current revenues available to the paying party.

IX. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal or other alteration of this Agreement will be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition, or deletion to the terms or conditions of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and will be effective on the date designated by said law. Provided, however, that if the change in federal or State law renders the basic purposes of this Agreement illegal, invalid or unenforceable then either party may, upon written notice to the other, terminate this Agreement, and the parties agree to enter into good faith negotiations to replace this Agreement with an agreement as similar to the terms and conditions of this Agreement as legally permissible.

X. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not

affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions will continue and be given effect as if the illegal or invalid provisions had never been incorporated.

XI. SIGNATORY WARRANTY:

This Agreement has been authorized by the City through a duly enacted resolution passed by the City Council. The person or persons signing and executing this Agreement on behalf of City, or representing themselves as signing and executing this Agreement on behalf of City, do hereby warrant and guarantee that he, she or they have been duly authorized by City to execute this Agreement on behalf of City and to validly and legally bind City to all terms, performances and provisions herein set forth.

XII. ENTIRE AGREEMENT:

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

XIII. BINDING EFFECT:

This Agreement and the respective rights and obligations of the parties hereto will inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

XIV. FEDERAL OR STATE FUNDED PROJECT:

If Agreement is funded in part by either the State of Texas or federal government, the City agrees to timely comply without additional cost or expense to County, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

XV. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. The City has a duty to mitigate damages.

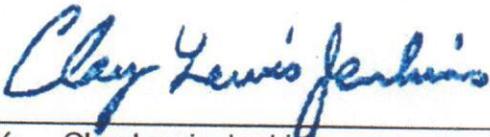
XVI. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which will constitute one and the same instrument. Words of any gender used in this Agreement will be held and construed to include any other gender, and any words in the singular will include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and will not be considered in any interpretation of this Agreement.

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order 2022-0661 passed on the 21 day of June,

COUNTY:

EXECUTED THIS 22 DAY OF July, 2022.



BY: Clay Lewis Jenkins
County Judge
Dallas County, Texas

RECOMMENDED BY:

Digitally signed by Christopher Hooper
DN: cn=Christopher Hooper, o, ou,
email=Christopher.Hooper@dallascounty.org, c=US
Date: 2022.07.08 10:10:56 -05'00'

BY: Chris Hooper
Director
Consolidated Services
Dallas County, Texas

APPROVED AS TO FORM*:

John Cruzot
District Attorney
Dallas County, Texas

Digitally signed by /s/ Lacey Lucas #385
Date: 2022.07.07 10:47:00 -05'00'

BY: Lacey Lucas
Assistant District Attorney
Civil Division
Dallas County, Texas

*By law, the District Attorney's office may only 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).

HHW Interlocal Agreement 2023

CITY:

The City of Seagoville has executed this Agreement pursuant to Resolution Number _____, the _____ day of _____, 2022.

EXECUTED THIS _____ DAY OF _____, 2022.

BY: Mayor

APPROVED AS TO FORM:

BY: City Attorney

Exhibit A2023 Scope of Services

Overview

For the Term of this Agreement, Dallas County proposes to operate a Household Hazardous Waste (HHW) disposal program on behalf of the participating cities of the Dallas Area Household Hazardous Waste Network (HHW Network). To accomplish this, the County will continue to use the HHW Network as multi-jurisdictional guidance to the HHW Program Manager in order to maintain an efficient and jurisdictionally sensitive collection program.

As the nucleus of a management structure, the County, through Interlocal Agreements with participating cities, will continue to direct and manage the planning, coordination, and implementation of the HHW Network and HHW collection program. The HHW Network will function as an advisory board and will consist of representatives from participating cities and Dallas County. County staff will provide project governance and oversight.

Strategy

Each spring and fall, the HHW program will target a series of temporary collection sites throughout the participating area, as selected by participating cities in the HHW Network, for one-day community collection events. The participating cities will select the days of the events. The County will oversee the operation of a fixed-site Collection Center for year-round access in addition to the aforementioned collection events. The County may provide transportation of materials between the Collection Center and city-owned satellite collection stations that are available to all participating cities as an adjunct to the Collection Center.

Each city will be able to participate in each of the one-day community collection events. Each event will be held on a different day, at a different location, as determined by the HHW Network. Residents of each participating city also can use the Collection Center on a year-round basis.

For all one-day community collection events, the HHW Program Manager and staff will coordinate scheduling, vendor services, equipment, supplies, advertising, and labor for onsite activities. The host city will provide for traffic control and site security, and will have an onsite City representative for the duration of any collection held within its jurisdiction. The host city will also assist in providing volunteers and volunteer amenities. The County will negotiate the disposal or diversion of HHW on behalf of the HHW Network participants, according to the criteria established by the HHW Network.

Dallas County will provide office space, a Collection Center site, project management, and a mobile unit. The HHW Program Manager and staff must be County employees, whose salaries and benefits are funded by the participating cities and/or

through grants. All disposal, set up, and transportation costs will be funded by the participating cities, based on participation rates. All operating costs, including personnel, facility and equipment maintenance, advertising, supplies, services, and other operational costs will be funded by the participating cities proportionally, based on the most current single-family population figures from the North Central Texas Council of Governments. Program enhancements and capital additions necessitated by program operations will be the responsibility of the HHW Network and funded by the participating cities and/or by grants. All satellite collection centers must be owned and staffed by the host city and available to residents of all HHW Network cities. All satellite station costs for operations, personnel, and facility maintenance will be funded by the host city. Vehicles and supplies for handling and packing will be provided by the HHW Network through funding for the HHW Program.

All overhead for the Household Hazardous Waste Program and Collection Center will be funded through the HHW Network operating and capital budgets. Each participating city must provide the County with funds to cover its collection, disposal, transportation and setup costs within thirty (30) days of receiving an invoice from the County.

Operational and capital costs will be paid quarterly in advance. The City will pay a percent of the operational and capital costs equivalent to its percent of the total of single-family households in all participating cities. Single-family household totals will be acquired from statistics published by the North Central Texas Council of Governments. Collection Center disposal costs will be billed to the city at the end of each billing period, according to the number of residents participating during the billing period. Satellite station disposal costs will be billed to the City at the end of each billing period, applying the Collection Center billing rate to the number of residents using the Satellite station. Collection event costs, including setup, disposal, transportation, etc., will be billed after each event, according to the number of residents participating at the event. The County, as signatory on all contracts, will pay the HHW disposal contractor and all other vendors with the funds received from the participating cities.

If, at any time, it appears that a city lacks sufficient funding to complete the contract year, the city must choose one of the following options:

- The city may cap its costs, and no longer pay for its residents to drop off their waste at the collection center or future one-day events to be held within the term of the Agreement; or
- The city may decide to continue to allocate funds and allow its residents to participate in the collection center and future events to be held in the Agreement year. *

* If a city decides to continue to fund costs for its residents above the sum provided for in its Interlocal Agreement with the County, then the City must provide the County with a letter of agreement as an addendum to the Interlocal Agreement whereby the city is contractually obligated to pay the County any additional costs for HHW collection during the period in which it wishes to extend its payment obligations and specifies a new not-to-

exceed budget limit.

If a city does not make a provision to cover a cost overrun, and the city reaches its contractual limit (as provided for in the Interlocal Agreement or its addendum(s)), subsequent participants from that city must pay their own collection fees in order to dispose of their HHW at the Collection Center or community collection event sites until an addendum is added to the Agreement to cover additional costs. This fee will be calculated from the most recent average collection cost per household or from actual disposal costs, whichever is greater.

Program Objectives

The ultimate objective of the HHW program is to minimize or eliminate the disposal of HHW in area landfills and storm water sewers through reuse/recycling, education and collection/disposal. Toward this end, this program will:

1. Operate a year-round collection center and a series of one-day community collection events each spring and fall throughout Dallas County, serving at least 9,000 households annually.
2. Provide HHW Network cities an opportunity and forum to address storm water pollution and HHW issues.
3. Involve as many cities as possible in the HHW Network.
4. Establish a precedent in Dallas County for handling HHW through a regional approach that will serve as a model for other multi-jurisdictional areas.
5. Educate the public as to alternatives, wise purchasing, and safe disposal through the use of as many of the following as possible: internet sites, utility bill stuffers, newspaper, television & radio public service announcements, contact with local environmental groups, trade show exhibits, presentation at schools, neighborhood organization meetings, service organizations, etc.
6. Gather data regarding citizen interest as well as types and amounts of HHW diverted from the waste stream by surveying collection participants.
7. Divert a substantial amount of HHW from municipal landfills.
8. Involve local businesses, especially those connected with the manufacture or sales of HHW generating products.
9. Involve local environmental groups, Dallas County Public Health Advisory Committee, Dallas County Health Dept., Texas Cooperative Extension Services, and the Southwest Institute of Forensic Sciences.

Special Training Requirements

Dallas County, as Operator, will be responsible for providing personnel at all collection locations. Those personnel may be county, city, volunteer, or contract personnel. The County will ensure that all personnel involved in collection activities have received training appropriate to their duties as specified in Texas Administrative Code Title 30, Section 335.407.

All citizen volunteers must attend a brief onsite orientation session prior to assisting with collection activities. This orientation will be provided by Dallas County HHW Program staff. Citizen volunteers will be restricted from entering areas where hazardous materials are handled, and their activities will be limited to taking surveys, distributing educational literature, processing non-hazardous recyclables and assisting with traffic control.

Records and Reporting

The Program Manager and staff must prepare quarterly progress reports for the County, HHW Network, and relevant grant agencies. Financial reports and progress reports must be presented at least quarterly and in accordance with grant requirements. Financial records, contacts, and data from the collection surveys must be computerized. A final report must be presented within 90 days of the end of each collection event, fiscal quarter, and fiscal year. The final report must include the results of surveys taken from participating citizens and participating cities to gather data including frequency of use and materials collected.

Program Goals

- Participation by at least 9,000 of the area households annually
- Participation by at least 50% of the cities in the County
- Increase public outreach to households in participating cities
- Coverage by general circulation newspaper and/or broadcast media
- Involvement of the community at all levels; government, industry, and citizens

Exhibit B2023

FY2023 HHW PROGRAM BUDGET SUMMARY

This exhibit summarizes the total program funding for fiscal year 2023 (“FY23”) as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on March 31, 2022 and the Dallas County Commissioners Court on June 21, 2022.

The Operational Budget includes personnel and operating costs, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments. Personnel costs include all HHW staff salaries and fringe benefits. Operating costs include supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, facility maintenance, utilities, and all other direct programming costs.

Capital Expense Budget costs are provided by the cities based on single-family household projections published by the North Central Texas Council of Governments. These funds are set aside for capital maintenance and improvements including building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.

The Collection/Disposal Budget is comprised of vendor costs for collection services, contract labor, and materials disposal. These costs vary according to actual usage and are indicated in the budget summary for planning purposes only. ***Funding for collection, contract labor, and disposal costs will be collected from the cities after the fact, on an as-used basis.***

Budget adjustments made during the Term of the Agreement must not result in a City Funding amount that exceeds the approved budget total shown herein. The County may make line item transfers within the budget when these transfers do not exceed \$5,000. Budget adjustments in excess of \$5,000 must be approved by the HHW Network.

BUDGET SECTION	CITY FUNDING
OPERATIONAL BUDGET	
Personnel Costs	\$ 581,001
Operating Costs	\$ 210,325
CAPITAL EXPENSE BUDGET	\$ 93,000
COLLECTION / DISPOSAL BUDGET	\$ 1,158,000
TOTAL PROGRAM BUDGET	\$2,042,326

Proportional Shares of FY2023 Operational and Capital Budget *
Based on Estimated SINGLE FAMILY HOUSING UNITS **

City	Service Area Based on Single Family Households as per Current Estimates**	Percent of Service Area	FY22 Annual Share of Operational and Capital Budgets*	FY23 Annual Share of Operational and Capital Budgets*	FY23 Quarterly Share of Operational and Capital Budgets*
Addison	1,794	0.36%	\$ 2,479	\$2,937	\$734.25
Dallas	238,164	48.11%	\$ 391,795	\$391,779	\$97,944.75
De Soto	16,034	3.24%	\$ 22,155	\$26,389	\$6,597.25
Duncanville	11,436	2.31%	\$ 16,071	\$18,816	\$4,704.00
Farmers Branch	8,852	1.79%	\$ 12,092	\$14,581	\$3,645.25
Garland	62,807	12.69%	\$ 89,745	\$103,343	\$25,835.75
Highland Park	3,078	0.62%	\$ 4,807	\$5,054	\$1,2633.50
Irving	42,602	8.60%	\$ 58,878	\$70,037	\$17,509.25
Mesquite	37,001	7.47%	\$ 54,292	\$60,835	\$15,208.75
Richardson	31,564	6.38%	\$ 42,360	\$51,959	\$12,989.75
Rowlett	18,957	3.83%	\$ 26,208	\$31,194	\$7,798.50
Sachse	7,638	1.54%	\$ 10,587	\$12,546	\$3,136.50
Seagoville	3,908	0.79%	\$ 5,333	\$6,438	\$1,609.50
Sunnyvale	2,667	0.54%	\$ 2,554	\$4,402	\$1,100.50
University Park	7,568	1.53%	\$ 10,437	\$12,464	\$3116.00
Wilmer	937	0.19%	\$ 1,277	\$1,552	\$388.00
TOTAL	495,007	100%	\$751,070	\$814,326	\$203,581.50

Exhibit C2023**BYLAWS OF THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK****Article I: Name**

The name of this organization is the **Dallas Area Household Hazardous Waste Network** (hereafter referred to as the “**HHW Network**”).

Article II: Mission

The purpose of the HHW Network is to efficiently organize and promote the collection of household hazardous wastes (HHW) among individuals residing in Dallas County, or in counties adjacent to Dallas County, as agreed to by the Network Members. In order to accomplish this mission, the HHW Network will actively promote cooperative arrangements among governmental agencies in the County and will provide a forum for discussion of techniques for collection and disposal of HHW.

Article III: Members

Voting Members - Voting membership in the HHW Network will be offered to one representative of each city volunteering to participate in the HHW Network and to one representative of Dallas County. Any city requesting membership must provide an official written notice of the name of the individual to be designated as the HHW Network member. Once designated, an individual member must arrange to have an alternate designated to participate in the absence of the member.

Advisory (Non-voting) Members - the County Judge will name additional Advisory (Non-voting) Members to the HHW Network representing the following categories or organizations:

- one member representing Dallas County, other than the County’s voting member
- one member representing the North Central Texas Council of Governments
- three members representing advocacy, environmental, or other citizen groups such as: Texas Cooperative Extension Service, Audubon Society, and League of Women Voters
- two members representing the private sector

Term - each of the designated individuals will serve until his/her successor is designated.

Article IV: Meetings

The HHW Network will meet as required to conduct its business. All HHW Network meetings must be public meetings open to all participants. The Project Manager of the

HHW Network must establish an email list for notification of all meetings, and must include on this list any individual that requests notification.

Quorum - At any regular meeting of the HHW Network, a quorum will consist of half of the individuals who have then been duly designated or appointed pursuant to Article III.

Article V: Voting

Each Voting Member of the HHW Network will have one vote.

Article VI: Officers and Committees

The HHW Program Manager will preside at all meetings. The HHW Program Manager and staff will be responsible for all staff work and notifications related to the Network. The Program Manager must not be a voting member of the Network. The HHW Network, by majority vote, may establish such committees as the HHW Network considers necessary to carry out the work of the organization.

Finance Committee - The Finance Committee must consist of representatives of each city that has made a binding commitment to participate in a disposal program and the County's voting member. The Program Manager will serve as an ex officio member of this committee. No contract or other financial arrangement affecting the participants may be referred to or approved by the HHW Network without first receiving approval of the Finance Committee.

Article VII: Amendments

These bylaws will become effective when ratified by a majority of HHW Network voting members attending a regular meeting, and when approved by Dallas County Commissioners Court. Amendments may be proposed by any member at any time, in writing. Such amendments will be voted on at a duly called HHW Network meeting to which notice has been given that an amendment will be proposed. Amendments passed by 2/3 of the voting members present will become part of the bylaws.



COURT ORDER 2022-0661

Proposed FY2023 Budget/Continuation of Household Hazardous Waste Program

On a motion made by Commissioner Dr. Elba Garcia, and seconded by Commissioner JJ Koch, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: June 21, 2022

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the continuation of the Household Hazardous Waste program, its FY2023 interlocal agreement with participating cities, and its proposed FY2023 budget of \$2,042,326 (of which \$140,000 consists of carryover from prior years for contract labor, capital expenses, and other operational expenses).

It is further resolved and ordered that the County Judge is authorized to sign the aforementioned FY2023 interlocal agreements on behalf of the County.

Done in open Court June 21, 2022 by the following vote:

IN FAVOR: County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner JJ Koch, Commissioner John Wiley Price, and Commissioner Dr. Elba Garcia

OPPOSED: None

ABSTAINED: None

ABSENT: None

Regular Session Agenda Item: 4

Meeting Date: December 5, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, amending the Master Fee Schedule, as previously amended, by amending the section titled “Building Inspection/Code Enforcement/Health,” at its subsection titled “Building Permits” to add an administrative fee of \$25.00 as set forth on the attached Exhibit “A”; providing a savings clause, providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City Council has previously adopted a Master Fee Schedule to provide for general and special fees and charges to be assessed and collected by the city, as authorized by the Code of Ordinances and other applicable codes, ordinances, resolutions, and laws.

The City Council has, from time to time, amended the Master Fee Schedule. It is necessary that the Master Fee Schedule now be amended to add an Administrative Fee of \$25 related to the processing of permits.

FINANCIAL IMPACT:

None

RECOMMENDATION:

Staff recommends approval

EXHIBITS:

Resolution
Master Fee Schedule

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, AMENDING THE MASTER FEE SCHEDULE, AS PREVIOUSLY AMENDED, BY AMENDING THE SECTION TITLED “BUILDING INSPECTION/CODE ENFORCEMENT/ HEALTH,” AT ITS SUBSECTION TITLED “BUILDING PERMITS” TO ADD AN ADMINISTRATIVE FEE OF \$25.00 AS SET FORTH ON THE ATTACHED EXHIBIT “A”; PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has previously adopted a Master Fee Schedule to provide for general and special fees and charges to be assessed and collected by the city, as authorized by the Code of Ordinances and other applicable codes, ordinances, resolutions and laws; and

WHEREAS, the City Council has, from time to time, amended the Master Fee Schedule; and

WHEREAS, it is necessary that the Master Fee Schedule now be amended to add an Administrative Fee of \$25 related to the processing of permits;

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

SECTION 1. That the section of the Master Fee Schedule, as previously amended be and it is hereby amended by amending the Section titled “Building Inspection/ Code Enforcement/ Health”, at its subsection titled “Building Permits” to add an Administrative Fee of \$25.00 applicable to all permits listed in that subsection, as set forth on the attached Exhibit "A.

SECTION 2. In the event, there is a conflict between the fees listed in the attached Exhibit “A”, and any previous fees adopted by ordinance or resolution, the fees set forth in this Resolution shall supersede any previous fees adopted by ordinance or resolution.

SECTION 3. That all provisions of the Resolutions of the City of Seagoville, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 4. This Resolution and the fees established herein shall take effect immediately, and it is accordingly so resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 5th day of December 2022.

APPROVED:

DENNIS CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY

EXHIBIT A
[Relevant Portion of Master Fee Schedule Showing Amendment]

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2022-2023
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/22	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/22
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH				
BUILDING PERMITS				
Residential Building Permits	Based on square footage	\$0.75 per sq ft		\$0.75 per sq ft
Commercial Building Permits		Table 1A		Table 1A
Construction began prior to permit or no permit obtained	Permit Fee based on Construction Type	Double		Double
Certificate of Occupancy Residential		\$ 25.00		\$ 25.00
Certificate of Occupancy Commercial	up to 5,000 square feet	\$ 50.00		\$ 50.00
Certificate of Occupancy Commercial	5,001 square feet to 10,000 square feet	\$ 100.00		\$ 100.00
Certificate of Occupancy Commercial	10,001 square feet and over	\$ 200.00		\$ 200.00
Demolition		\$ 100.00		\$ 100.00
Foundation Repair		\$ 75.00		\$ 75.00
Fence Residential		\$ 35.00		\$ 35.00
Fence Commercial		\$ 50.00		\$ 50.00
Retaining Wall		\$ 75.00		\$ 75.00
Sprinkler Irrigation System		\$ 75.00		\$ 75.00
Carports Residential	Based on square footage	\$0.75 per sq ft		\$0.75 per sq ft
Deck, Patio Covers, Pergola-Residential Only	Based on square footage	\$0.75 per sq ft		\$0.75 per sq ft
Storage Buildings under 120 square feet	Requires permit but no fee charged	\$ -		\$ -
Storage Buildings over 120 square feet	Based on square footage	\$0.75 per sq ft		\$0.75 per sq ft
Aboveground Pool/Spa		\$ 100.00		\$ 100.00
In-Ground Pool/Spa		\$ 100.00		\$ 100.00
House/Building Moving	Passing through part of city or moving from outside city to inside or moving from inside city to outside city	\$ 100.00		\$ 100.00
House/Building Moving	Leaving building on public property during move	\$ 50.00		\$ 50.00
House/Building Moving	Inspection of building prior to moving into city	\$100.00 + mileage		\$100.00 + mileage
Screening Wall		\$ 75.00		\$ 75.00
Roofing(Residential Only)		\$ 75.00		\$ 75.00
Roofing Commercial		Table 1A		Table 1A
Industrialized Home Permits	Based on square footage	\$0.75 per sq ft		\$0.75 per sq ft
Administrative Fee			\$25.00	

LICENSES - Effective 03/29/2022					
Multi-family License Application and Renewal Fee - Annual Fee		\$	100.00	\$	100.00
Complex of 1 to 150 units		\$	200.00	\$	200.00
Complex of 151 to 350 units		\$	300.00	\$	300.00
Complex of 351 units and over					
Effective 06/27/2022					
Short-Term Rental Annual License Fee		\$	150.00	\$	150.00
Short-Term Rental License Reissue/Replacement Fee		\$	25.00	\$	25.00
Appeal of Admin Decision under Short-Term Rental Licensing Ordinance		\$	250.00	\$	250.00
INSPECTIONS - Effective 03/29/2022					
Per Unit or Common Area:					
Multi-family License inspection		No Fee		No Fee	
Multi-family License inspection 1st re-inspection		\$	175.00	\$	175.00
Multi-family License 2nd re-inspection		\$	225.00	\$	225.00
Effective 06/27/2022					
Short-Term Rental Dwelling Unit Inspection		No Fee		No Fee	
Short-Term Rental Dwelling Unit Reinspection		\$	175.00	\$	175.00
CONCRETE AND EXCAVATING					
Flatwork (sidewalk, approaches, driveways, patios without cover, etc.)	Residential	\$	75.00	\$	75.00
Flatwork (sidewalk, approaches, driveways, patios without cover, etc.)	Commercial	Table 1A		Table 1A	
Grading/Filling & Excavating		\$	100.00	\$	100.00
Right-of-Way Excavating		\$	100.00	\$	100.00
Miscellaneous concrete permits (Residential)		\$	75.00	\$	75.00
Miscellaneous concrete permits (Commercial)		Table 1A		Table 1A	
Temporary Asphalt/Concrete Batch Plant		\$	100.00	\$	100.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2022-2023
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/22	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/22
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH				
CONTRACTOR REGISTRATIONS				
General	Annually	\$ 60.00		\$ 60.00
Electrical	State law prohibits a registration fee	\$ 60.00		\$ 60.00
Mechanical	Annually	\$ 60.00		\$ 60.00
Plumbing / Med Gas / Fire Sprinkler and Fire Alarm	State law prohibits a registration fee	-		-
Irrigator	Annually	\$ 60.00		\$ 60.00
Backflow Tester	Annually	\$ 45.00		\$ 45.00
All Other Trades	Annually	\$ 60.00		\$ 60.00
MISCELLANEOUS FEES				
Electrical T-Pole		\$ 75.00		\$ 75.00
Miscellaneous Electrical Permits-Commercial Only		Table 1A		Table 1A
Miscellaneous Plumbing Permits-Commercial Only		Table 1A		Table 1A
Miscellaneous Mechanical Permits-Commercial Only		Table 1A		Table 1A
Residential Electrical Permit		\$ 75.00		\$ 75.00
Residential Plumbing Permit		\$ 75.00		\$ 75.00
Residential Mechanical Permit		\$ 75.00		\$ 75.00
Non-Office Hours Inspections	2 hour minimum (office hours M-F 7:30 am - 6:00 pm)	\$50.00 per hour		\$50.00 per hour
Red Tag Re-inspection	after 1st inspection	\$ 50.00		\$ 50.00
Additional Plan Review	after 2nd review	\$ 50.00		\$ 50.00
Plan Review NEW Single Family Dwelling		\$ 50.00		\$ 50.00
Plan Review ANY Commercial		\$ 50.00		\$ 50.00
Cell Tower		Table 1A		Table 1A
Residential Solar Energy Systems		\$ 75.00		\$ 75.00
Wind Turbines		\$ 75.00		\$ 75.00
Tents & Canopies over 200 square feet		\$ 50.00		\$ 50.00
Building and Standards Board Appeal		\$ 100.00		\$ 100.00
Amusement Center License (per device)		\$ 100.00		\$ 100.00
Garage (Occasional) Sale	Limit 2 times per year (365 days) per address	\$ 3.00		\$ 3.00
Construction Office		\$ 35.00		\$ 35.00
Real Estate Sales Office		\$ 75.00		\$ 75.00
Portable Church/School Building		\$ 75.00		\$ 75.00
Cargo Container for Construction Use		\$ 25.00		\$ 25.00
Other Temporary Use as determined by City Manager or designee		\$ 75.00		\$ 75.00
SIGNS				
Signs	Up to 100 square feet	\$ 25.00		\$ 25.00
Signs	101 square feet - 300 square feet	\$ 50.00		\$ 50.00
Signs	301 square feet or larger	\$ 100.00		\$ 100.00
Portable Signs		\$ 25.00		\$ 25.00
Removal & Storage of Temporary or Portable Signs		\$25.00 + \$5.00 per day storage		\$25.00 + \$5.00 per day storage

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2022-2023
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/22	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/22
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH				
HEALTH				
Swimming Pool or Spa Inspection/Permit		\$ 200.00		\$ 200.00
Additional Pool or Spa Inspection/Permit for same organization		\$ 100.00		\$ 100.00
Re-inspection Fee for Swimming Pool or Spa Inspection/Permit		\$ 50.00		\$ 50.00
Nursing Home Dietary Department	Annually	\$ 275.00		\$ 275.00
Day Care Center	Annually	\$ 275.00		\$ 275.00
Convenience Store, packaged groceries only	Annually	\$ 275.00		\$ 275.00
Convenience Store, deli	Annually	\$ 200.00		\$ 200.00
Grocery Store	Annually	\$ 350.00		\$ 350.00
Grocery Store with meat market	Annually	\$ 275.00		\$ 275.00
Grocery Store with deli	Annually	\$ 200.00		\$ 200.00
Temporary Food Service, three day maximum	For Profit Organization	\$ 100.00		\$ 100.00
Temporary Food Service, three day maximum	Non-Profit Organization	\$ 25.00		\$ 25.00
Restaurant	Annually	\$ 275.00		\$ 275.00
Flea Market Food Vendor	Annually	\$ 225.00		\$ 225.00
Mobile Food Vendor	Annually	\$ 125.00		\$ 125.00
Entertainment Center with Concession	Annually (Theater, roller rink, etc.)	\$ 200.00		\$ 200.00
Bed and Breakfast	Annually	\$ 150.00		\$ 150.00
Bed and Breakfast with food service	Annually	\$ 250.00		\$ 250.00
Food Safety Manager Certification Registration from the City of Seagoville	5 Years	\$ 35.00		\$ 35.00
Replacement of lost Food Manager Certificate		\$ 10.00		\$ 10.00
Administrative fee for all establishments	Does Not Apply to Temporary Food Vendors	\$ 50.00		\$ 50.00
Plan review for a fixed facility for all new permitted establishments		\$ 100.00		\$ 100.00
Off-Premise Beer/Wine Sales	2 years	\$ 60.00		\$ 60.00
Seasonal Permit	Non-profit Organization	\$ -		\$ -
Seasonal Permit	Profit Organization	\$ 125.00		\$ 125.00

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

Regular Session Agenda Item: 5

Meeting Date: December 5, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, declaring certain personal property as obsolete, valueless and salvage property; providing for disposal thereof by the City Manager or his designee; providing a severability clause; providing a repealing clause; providing an effective date.

BACKGROUND OF ISSUE:

The City has fourteen (14) old, black, conference style office chairs which, due the property's age, condition and use is obsolete, valueless and has no effective use to the City except as disposal and/or recyclable property. Because the City no longer has any foreseeable use for such property which has no value, that property should be deemed to be salvage property. The City needs to appropriately dispose of such personal property by, for example, sending it to a recycling facility or to a landfill for disposal.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution – Declaring certain personal property as obsolete, valueless, and salvage property

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, DECLARING CERTAIN PERSONAL PROPERTY AS OBSOLETE, VALUELESS AND SALVAGE PROPERTY; PROVIDING FOR DISPOSAL THEREOF BY THE CITY MANAGER OR HIS DESIGNEE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has thirteen (13) old, various types and colors, conference style office chairs which, due the property's age, condition and use is obsolete, valueless and has no effective use to the City except as disposal and/or recyclable property; and

WHEREAS, the City has a broken, irreparable, Intimus 600 Schleicher International industrial shredder that, is valueless and has no effective use to the City except as disposal and/or recyclable property; and

WHEREAS, because the City no longer has any foreseeable use for such property which has no value, that property should be deemed to be salvage property; and

WHEREAS, the City needs to appropriately dispose of such personal property by, for example, sending it to a recycling facility or to a landfill for disposal.

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

SECTION 1. The personal property, being fourteen (14) old, black, conference style office chairs and broken, irreparable, Intimus 600 Schleicher International industrial shredder, is hereby declared to be obsolete, valueless and Salvage Property (the "Salvage Property").

SECTION 2. The City Manager or his designee is authorized to dispose of said Salvage Property by any appropriate means, including but not limited to disposal by sending it to a recycling facility, landfill, or other disposal facility. The City Manager is authorized to execute any necessary documents, including an agreement with an appropriate company for disposal of the Salvage Property.

SECTION 3. Should any word, phrase, paragraph, or section of this Resolution be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Resolution as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Resolution as a whole.

SECTION 4. All provisions of the resolutions of the City of Seagoville, Texas, in conflict with the provisions of this Resolution shall be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 5. This Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 5th day of December 2022.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY
(11222vwtTM132500)

Regular Session Agenda Item: 6

Meeting Date: December 5, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing acquisition of a variable width wastewater easement and temporary construction easement for approximately 115 square feet (0.0026 acres) out of a Tract commonly known as 201 East Malloy Bridge Road in the City of Seagoville, Texas, being situated in the M.L. Swing Survey, Abstract No. 1420, Dallas County, Texas, said easement being more particularly described and depicted in Exhibit "A" attached hereto from Linda Jean Nordeck and Community National Title for the purchase price of \$200.00; authorizing the City Manager to purchase the easement and authorizing the City Manager or the Mayor to sign all necessary acquisition documents; providing for the furnishing of certified copies of this Resolution and for recording of the easement in the real property records of Dallas County, Texas, as a deed; and providing an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville, Texas finds it necessary to acquire wastewater easements for its East Malloy Bridge Road Wastewater Project. It has been determined that there is a public necessity for the acquisition of the said wastewater easements.

The City's duly authorized representatives have negotiated and agreed upon the purchase of the required wastewater easement and temporary construction easement situated on property commonly known as 201 East Malloy Bridge Road, in the City of Seagoville, Texas, owned by Linda Jean Nordeck, with an interest held by Community National Title, for the purchase price of \$200.00.

FINANCIAL IMPACT:

\$200.00

RECOMMENDATION:

N/A

EXHIBITS:

Resolution – Authorizing the acquisition of wastewater easement and temporary construction easement

Exhibit A – Wastewater Easement and Temporary Construction Easement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING ACQUISITION OF A VARIABLE WIDTH WASTEWATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR APPROXIMATELY 115 SQUARE FEET (0.0026 ACRES) OUT OF A TRACT COMMONLY KNOWN AS 201 EAST MALLOY BRIDGE ROAD IN THE CITY OF SEAGOVILLE, TEXAS, BEING SITUATED IN THE M.L. SWING SURVEY, ABSTRACT NO. 1420, DALLAS COUNTY, TEXAS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO FROM LINDA JEAN NORDECK AND COMMUNITY NATIONAL TITLE FOR THE PURCHASE PRICE OF \$200.00; AUTHORIZING THE CITY MANAGER TO PURCHASE THE EASEMENT AND AUTHORIZING THE CITY MANAGER OR THE MAYOR TO SIGN ALL NECESSARY ACQUISITION DOCUMENTS; PROVIDING FOR THE FURNISHING OF CERTIFIED COPIES OF THIS RESOLUTION AND FOR RECORDING OF THE EASEMENT IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, AS A DEED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville, Texas finds it necessary to acquire wastewater easements for its East Malloy Bridge Road Wastewater Project; and

WHEREAS, the City Council has determined that there is a public necessity for the acquisition of the said wastewater easements; and

WHEREAS, the City's duly authorized representatives have negotiated and agreed upon the purchase of the required wastewater easement and temporary construction easement situated on property commonly known as 201 East Malloy Bridge Road, in the City of Seagoville, Texas, owned by Linda Jean Nordeck, with an interest held by Community National Title, for the purchase price of \$200.00; and

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

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

SECTION 1. That the City Council hereby approves the acquisition of an approximately 0.0026 acre (115 square feet) wastewater easement and temporary construction easement out of a tract of land commonly known as 201 East Malloy Bridge Road, Seagoville, Texas and being situated in the M. L. Swing Survey, Abstract No. 1420, Dallas County, a tract of land described and recorded in Instrument Number 2016-00100344 in the Public Records of Dallas County, Texas, said easement(s) being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement") from the property owner Linda Jean Nordeck, for a purchase price of \$200.00 made payable to Linda Jean Nordeck and

Community National Title.

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

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

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

DULY PASSED by the City Council of the City of Seagoville, Texas, this the ____ day of December, 2022.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(112122vwtTM132473

Regular Session Agenda Item: 7

Meeting Date: December 5, 2022

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing a Fifty Dollar (\$50.00) one-time, lump sum employee recognition payment to all full-time and part-time city employees; providing for the repeal of any and all Resolutions in conflict; providing a severability clause; and providing for an effective date.

BACKGROUND OF ISSUE:

The morale and productivity of the employees of the City of Seagoville will be increased and benefited by the provision of a one-time, lump sum employee recognition payment.

FINANCIAL IMPACT:

RECOMMENDATION:

N/A

EXHIBITS:

Resolution – Authorizing a one-time, lump sum employee recognition payment to all full-time and part-time city employees

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING A FIFTY DOLLAR (\$50.00) ONE-TIME, LUMP SUM EMPLOYEE RECOGNITION PAYMENT TO ALL FULL-TIME AND PART-TIME CITY EMPLOYEES; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the morale and productivity of the employees of the City of Seagoville will be increased and benefited by the provision of a one-time, lump sum employee recognition payment; and

WHEREAS, it is in the best interest of the citizens of the City of Seagoville that the Council authorize such one-time, lump sum employee recognition payment.

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

SECTION 1. The City Council hereby approves, authorizes and directs authorizes the City Manager to distribute to all full-time and part-time City employees who are employed by the City as of December 1, 2022, a one-time, lump sum employee recognition payment as follows: (1) The payment amount for each employee shall be a gross amount of Fifty (\$50.00) Dollars, prior to deductions required by law; (2) The payment shall be made on December 9, 2022 for work performed during the period December 6, 2022 to December 9, 2022; and (3) The employee receiving the employee recognition payment must not have submitted a written notice of termination of employment prior to December 9, 2022.

SECTION 2. The one-time, lump sum employee recognition payments authorized by this Resolution shall be funded from the General Fund.

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

SECTION 4. If any article, paragraph, subdivision, clause or provision of this resolution be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof other than the part so declared to be invalid or unconstitutional.

SECTION 5. This resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Seagoville, Texas, on the 5th day of December 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(112922vwtTM132501)

Regular Session Agenda Item: 8

Meeting Date: December 5, 2022

ITEM DESCRIPTION:

Receive Councilmember Reports/ Items of Community Interest

BACKGROUND OF ISSUE:

Section 551.0415 of the Texas Government Code authorizes a quorum of the governing body of a municipality or county to receive reports about items of community interest during a meeting without having given notice of the subject of the report if no action is taken. Section 551.0415 defines an “item of community interest” to include:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in status of a person’s public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 9

Meeting Date: December 5, 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