



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, MAY 15, 2023**

**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 a MS4 Phase II Permit Update from Halff Associates**

Adjourn

REGULAR SESSION - 7:00 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

Proclamation Police Officer Memorial Week

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 May 1, 2017 (City Secretary)**

REGULAR AGENDA-

2. Discuss and consider approving an Ordinance of the City Council of the City of Seagoville, Texas, canvassing and declaring the results of the Special Election of the City of Seagoville held May 6, 2023, regarding adoption of amendments to the City Charter of the City of Seagoville; and providing an effective date (City Secretary)

Discutir y considerar aprobar una Ordenanza del Concejo Municipal de la Ciudad de Seagoville, Texas, que escrute y declare los resultados de la Elección Especial de la Ciudad de Seagoville celebrada el 6 de mayo de 2023, con respecto a la adopción de enmiendas a la Constitución de la Ciudad de la Ciudad de Seagoville; y proporcionando una fecha efectiva (Secretaria de la ciudad)

Thảo luận và xem xét thông qua Sắc lệnh của Hội đồng Thành phố Thành phố Seagoville, Texas, vận động và tuyên bố kết quả của Cuộc Bầu cử Đặc biệt của Thành phố Seagoville được tổ chức vào ngày 6 tháng 5 năm 2023, liên quan đến việc thông qua các sửa đổi đối với Điều lệ Thành phố của Thành phố Seagoville; và cung cấp một ngày có hiệu lực (Bí thư Thành phố)

3. Discuss and consider approving an Ordinance of the City of Seagoville, Texas calling for the June 10, 2023 Runoff Election for City Council place 4 following the inconclusive results from the May 6, 2023 General Election during which no candidate received the requisite number of votes, as set forth by Charter and by the Texas Election Code (City Secretary)

Discutir y considerar la aprobación de una Ordenanza de la Ciudad de Seagoville, Texas, que solicita la Elección de segunda vuelta del 10 de junio de 2023 para el puesto 4 del Concejo Municipal luego de los resultados no concluyentes de la Elección general del 6 de mayo de 2023 durante la cual ningún candidato recibió la cantidad requerida de votos, según lo establecido por la Carta y por el Código Electoral de Texas (Secretaría de la Ciudad)

Thảo luận và xem xét thông qua Sắc lệnh của Thành phố Seagoville, Texas kêu gọi Cuộc bầu cử Chung kết vào ngày 10 tháng 6 năm 2023 cho vị trí số 4 trong Hội đồng Thành phố sau kết quả bất phân thắng bại từ Cuộc Tổng tuyển cử ngày 6 tháng 5 năm 2023 mà trong đó không có ứng cử viên nào nhận được số phiếu bầu cần thiết, như được quy định bởi Hiến chương và Bộ luật Bầu cử Texas (Thư ký Thành phố)

4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, canvassing and declaring the results of the May 6, 2023 General Election for Mayor and Council Members for Place 2 and Place 4; ordering a Runoff Election for the office of Council Member for Place 4; and providing for an effective date.

Discutir y considerar aprobar una Resolución del Concejo Municipal de la Ciudad de Seagoville, Texas, examinando y declarando los resultados de la Elección General del 6 de mayo de 2023 para Alcalde y Concejales para el Lugar 2 y el Lugar 4; ordenar una Elección de Desempate para el cargo de Concejales para el Puesto 4; y proporcionar una fecha de entrada en vigencia (Secretaría de la Ciudad)

Thảo luận và xem xét thông qua Nghị quyết của Hội đồng Thành phố Seagoville, Texas, vận động và tuyên bố kết quả của Cuộc Tổng tuyển cử ngày 6 tháng 5 năm 2023 cho Thị trưởng và các Thành viên Hội đồng cho Vị trí 2 và Vị trí 4; yêu cầu một cuộc Bầu cử Chung kết cho chức vụ Thành viên Hội đồng cho Vị trí số 4; và quy định ngày có hiệu lực (Thư ký thành phố)

5. Administer Oaths of Office for Newly Elected City Council Members (City Secretary)

6. Receive a presentation concerning Temporary Food Guidelines (Health Director)

7. Receive a presentation of City of Seagoville's 2nd Quarter Financial Report for Fiscal Year 2023 (Finance Director)

8. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving the terms and conditions of an Interlocal Agreement between the City of Forney and the City of Seagoville; authorizing the City Manager to execute said agreement; providing for the repeal of any and all resolutions in conflict; providing for a severability clause; and providing an effective date (Public Works Director)

9. Receive a presentation from Halff & Associates concerning the Animal Shelter Building (Police Department and Halff & Associates)

10. Receive a presentation from Halff and Associates and Grossman Design Build concerning the Police Department Building (*Police Department and Halff & Associates*)

11. Discuss and consider approving a resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of the agreement of cooperation for CDBG/HOME/ESG programs with Dallas County, which is attached hereto and incorporated herein as Exhibit A, authorizing the Mayor to execute said agreement, and, further authorizing the execution of any and all necessary documents with Dallas County for the submission of grant application(s) for the Community Development Block Grant program; and providing an effective date (Interim Community Development Director)

12. Receive a report on the public services provided to 2902 Wanda Way and the surrounding neighborhood, Robinwood Estates (Interim Community Development Director)

13. Discuss and consider boards & commissions (Councilmember Fruin)

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

15. 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.

16. Recess Into Executive Session

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

A. § 551.071. Consultation with City Attorney: receive legal advice related to Santorini

B. § 551.071. Consultation with City Attorney: to seek legal advice and consider the engagement of Matthew G. Nielsen and the Bracewell LLP as special legal counsel in relation to Seagoville Laguna Azure, LLC and/or Megatel Homes concerning the Santorini Development

C. § 551.074. Personnel- to discuss the institution of a recruitment search for candidates for the office of City Secretary

17. Reconvene Into Regular Session

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 Santorini

B. § 551.071. Consultation with City Attorney: to seek legal advice and consider the engagement of Matthew G. Nielsen and the Bracewell LLP as special legal counsel in relation to Seagoville Laguna Azure, LLC and/or Megatel Homes concerning the Santorini Development

C. § 551.074. Personnel- to discuss the institution of a recruitment search for candidates for the office of City Secretary

18. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to negotiate and execute a contract for executive recruitment consulting services for the office of City Secretary with DC Municipal Consulting; and providing an effective date

Adjourn

Posted Friday, May 12, 2023, by 5:00 P.M.


Kandi Jackson, City Secretary



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

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

DATES TO REMEMBER

- **Monday, June 5, 2023, Regular City Council Meeting**
- **Monday, June 19, 2023, Regular City Council Meeting**
- **Monday, July 3, 2023, Regular City Council Meeting**
- **Monday, July 17, 2023, Regular City Council Meeting**

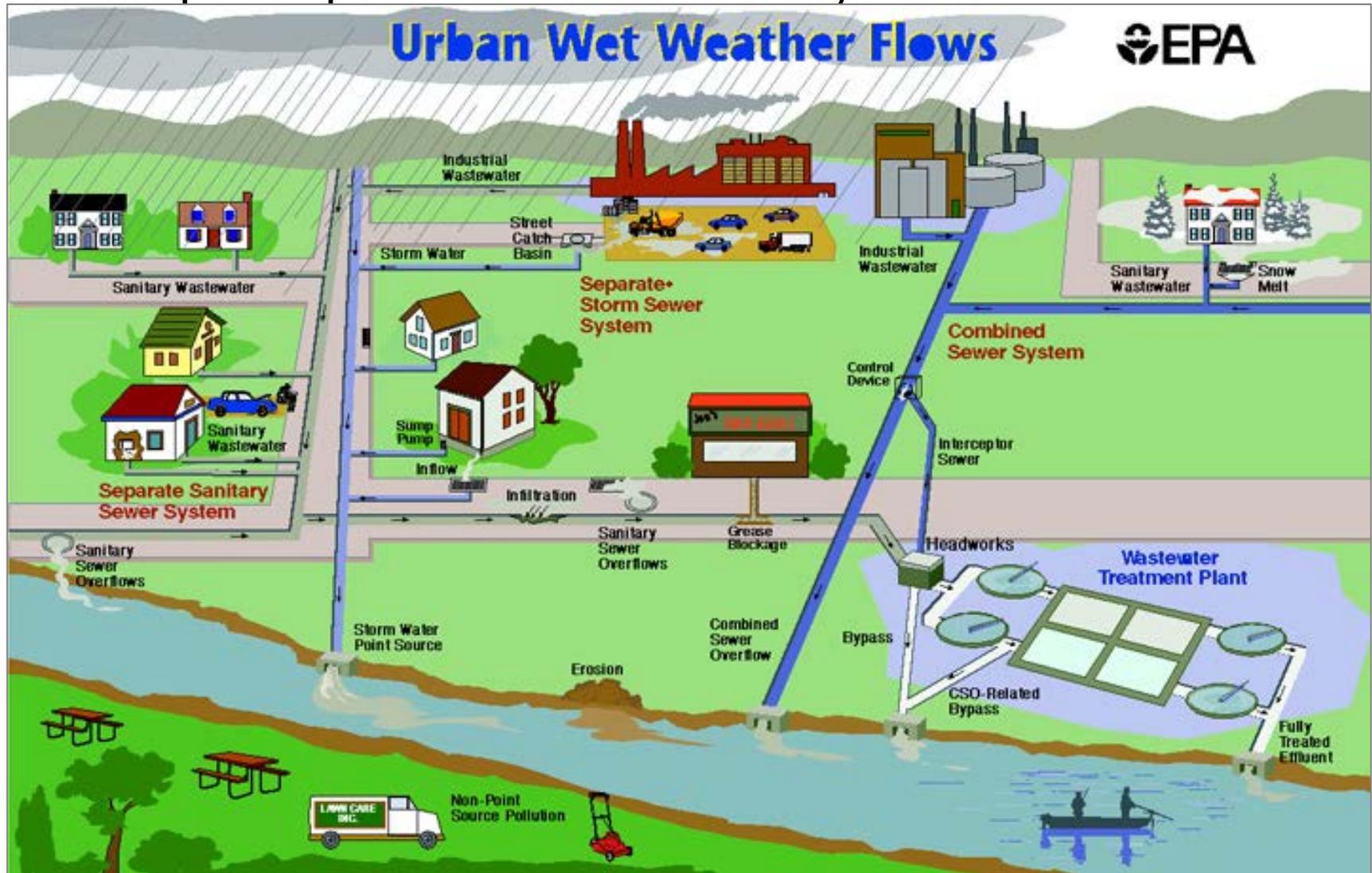
TCEQ MS4 Phase II Permit Update

Seagoville City Council Meeting

May 15, 2023

What is a MS4?

Municipal Separate Storm Sewer Systems



Originating Regulation

- 1948 – Federal Water Pollution Control Act
- 1972 – Amended and became known as “Clean Water Act”
- 1998 National Pollutant Discharge Elimination System (NPEDES) Phase II Permitting
- 1998 Texas Pollutant Discharge Elimination System (TPDES)
- 2016 EPA issues Small MS4 Remand Rule

MS4 Permits

Medium and Large MS4 (Phase I)

- First published in November 1990
- Population larger than 100,000 based on the 2010 census
- Requires Individual Permits

Small MS4 (Phase II)

- Original Permit Issued August 2007
- MS4 within or partly located within the Urbanized Area (UA), as determined by the census.
- General Permit TXR040000 expires January 24, 2024 and draft General Permit 2024 was sent on March 22, 2023

Small MS4 Permit – Basic Requirements

- Reduce non-point source pollution in stormwater runoff through 5 Categories of Minimum Control Measures.
- Minimum Control Measures consist of a variety of Best Management Practices (BMP)
- Develop a 5-year Stormwater Management Plan (SWMP) with annual schedules of BMPs
 - Quantifiable goals
- Report Annually on Status

Texas Pollutant Discharge Elimination System
Stormwater Phase II MS4 General Permit



City of Seagoville, Texas
Stormwater Management Program

Prepared By:



December 2022
AVO 37391.003

Minimum Control Measures (MCMs)

1. Public Education, Outreach and Involvement
2. Illicit Discharge Detection and Elimination (IDDE)
3. Construction Site Stormwater Runoff Control
4. Post-Construction Stormwater Management in New Development and Redevelopment
5. Pollution Prevention and Good Housekeeping for Municipal Operations

Significant Changes in Revised Permit

- Changed description of regulated MS4 boundaries in Notice Of Intent (NOI) publication on February 2023 as directed by TCEQ.

Status and Schedule

- July 23, 2019, Notice of Intent submitted to TCEQ,-Five Year Program.
- December 30, 2021 – SWMP and MS4 Annual Report –Year 2 – electronically submitted to TCEQ.
- January 11, 2023 - Year 3 Annual Report submitted to TCEQ.
- Quarterly staff meeting to be held in March, June, August, and December of 2023.
- New permit expires December 2024
- Outfall Inspection done on September 7, 2022 – 5 outfalls were modified by new developments

QUESTIONS?



Proclamation

WHEREAS, *in every American community, law enforcement officers are committed to the preservation of life and property, risking their lives to protect us from all who would mock the law, providing protection, law and order and serving the cause of justice; and*

WHEREAS, *law enforcement officers, including members of **the City of Seagoville**, accept a profound responsibility and work to uphold our laws, safeguard our rights and freedoms, and serve on the front lines in the fight against crime and terrorism; and*

WHEREAS, *we honor the heroism of all law enforcement officers, especially those who have given their lives so that others might live, asking God's blessing for the families and friends they left behind; and*

WHEREAS, *by Joint Resolution approved October 1, 1962, as amended, Congress authorized and President Kennedy proclaimed May 15th of each year "**Peace Officers Memorial Day**" in honor of the Federal, State and municipal officers who have been killed or disabled in the line of duty, further designating the calendar week wherein May 15 falls as "**Police Week**," and has directed flags be flown at half-staff on "**Peace Officers Memorial Day**", under Public Law 103-322, as amended, and*

WHEREAS, *across the nation, **Police Week** is observed with ceremonies, including the hanging of a blue bow or ribbon to honor law enforcement officers who have sacrificed their lives in the line of duty and to honor those who still strive to keep us safe; and*

WHEREAS, *I encourage all citizens to express their deep appreciation to the men and women who risk their lives to guard and protect us;*

NOW, THEREFORE, I, DENNIS K CHILDRESS, Mayor of the City of Seagoville, Texas do hereby proclaim **Sunday, May 15, 2023 as:**

"PEACE OFFICERS MEMORIAL DAY"

and ask the citizens of Seagoville and those with us today to join us as we

"HONOR THE STANDING AND THE FALLEN"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seagoville, Texas to be affixed this 15th day of May, 2023.

Mayor, The City of Seagoville, Texas

Consent Session Agenda Item: 1

Meeting Date: May 15, 2023

ITEM DESCRIPTION:

Consider approving City Council Meeting Minutes for April 27, 2023, May 1, 2023, and May 8, 2023.

BACKGROUND OF ISSUE:

Approve City Council Meeting Minutes for April 27, 2023, May 1, 2023, and May 8, 2023.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

April 27, 2023, Town Hall Meeting
May 1, 2023, Work Session
May 1, 2023, Regular Meeting
May 8, 2023, Special Called Meeting



**MINUTES OF CITY COUNCIL
TOWN HALL MEETING
APRIL 27, 2023**

The Town Hall Meeting of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, April 27, 2023, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

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

The City of Seagoville is hosting a Town Hall Meeting to receive information from the City Attorney concerning the propositions on the ballot for the May 6, 2023, General Election.

City Attorney Thomas explained the propositions that are on the ballot for the May 6, 2023, General Election.

Adjourned at 6:56 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
WORK SESSION
MAY 1, 2023**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, May 1, 2023, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Assistant Police Chief Steve Davis, Interim Community Development Director Bill Medina, Interim Building Official Kailey Lampkin, City Attorney Victoria Thomas, Health Director Mamata Bhandari, Public Works Director Chris Ryan, Fire Chief Todd Gilcrease, Fire Marshal Zane Anderson, Assistant City Manager Cindy Brown, and City Secretary Kandi Jackson.

A. Discuss Regular Session Agenda Items

1. Consider approving City Council Meeting Minutes for April 17, 2023 (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 Economic Development Project between the Seagoville Economic Development Corporation and Julio Torres, sometimes referred to as Seagoville Signs & Designs, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)

City Manager Stallings stated this Resolution approves the Economic Development Project between the Seagoville Economic Development Corporation and Julio Torres, sometimes referred to as Seagoville Signs & Designs, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties.

3. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute applications for Glenn Rd., Altom Ln., Frances St., and Ave C. through the FY-2023 Dallas County Community Development Block Grant (“CDBG”) as set forth in Exhibit “A”; and providing an effective date (Public Works Director)

Public Works Director Ryan stated this Resolution authorizes the City Manager to execute applications for Glenn Rd., Altom Ln., Frances St., and Ave C through the FY-2023 Dallas County Community Development Block Grant (“CDBG”) as set forth in Exhibit “A”.

4. Conduct a public hearing on a request amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a change in zoning from R-2 (Residential-2) to LR (Local Retail), on approximately 2.377± acres located in the John D Merchant Survey, Abstract 852, being depicted in Exhibit “A”, attached hereto, and commonly known as 100 Crestview Drive, Seagoville, Dallas County, Texas (Interim Community Development Director)

City Manager Stallings stated this item will be heard during Regular Session.

5. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a change in zoning from R-2 Single-Family Dwelling (R-2) to Local Retail (LR), on approximately 2.377± acres located in the John D Merchant Survey, Abstract 852, being described and depicted in Exhibit “A”, attached hereto, and commonly known as 100 Crestview Drive, Seagoville, Dallas County, Texas; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed two thousand dollars (\$2,000.00) for each offense; and providing for an effective date (Interim Community Development Director)

Interim Community Development Director Medina stated this Ordinance amends the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a change in zoning from R-2 Single-Family Dwelling (R-2) to Local Retail (LR), on approximately 2.377± acres located in the John D Merchant Survey, Abstract 852, being described and depicted in Exhibit “A”, attached hereto, and commonly known as 100 Crestview Drive, Seagoville, Dallas County, Texas. He also stated this item would require a 2/3 vote.

City Attorney Thomas stated this would require a 3/4 vote, not a 2/3 vote.

7. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from "LM" Light Manufacturing to "LM-SUP" Light Manufacturing with a Special Use Permit to allow for outside storage of used materials, subject to special conditions on approximately 2.895± acres being Tract 11, in the John D. Merchant Survey, Abstract No. 850, as described and depicted in Exhibit "A", attached hereto and incorporated herein, and commonly known as 600 Water Street, Seagoville, Dallas County Texas; providing for special conditions; providing for the repeal of all Ordinances in conflict; providing a severability clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date (Interim Community Development Director)

Interim Community Development Director Medina stated this Ordinance amends the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from "LM" Light Manufacturing to "LM-SUP" Light Manufacturing with a Special Use Permit to allow for outside storage of used materials, subject to special conditions on approximately 2.895± acres being Tract 11, in the John D. Merchant Survey, Abstract No. 850, as described and depicted in Exhibit "A", attached hereto and incorporated herein, and commonly known at 600 Water Street, Seagoville, Dallas County Texas; providing for special conditions.

8. Receive a presentation from Kim Britton, Deputy Executive Director of STAR Transit, concerning an update on STAR Transit current services, marketing strategies and future considerations (Assistant City Manager)

City Manager Stallings stated this presentation would occur during Regular Session.

9. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving and authorizing the City Manager to sign the Amendment and Extension of the Dallas County New Directions in Public Safety Grant Interlocal Agreement between the Cities of Mesquite, Balch Springs, Seagoville, and Sunnyvale (the "Southeast Collaboration") and Dallas County for the purpose of providing mental health services in support of their respective municipal governmental operations and residents; providing for the repeal of any and all resolutions in conflict; and providing an effective date (Police Chief)

Police Chief Calverley stated this Resolution approves and authorizes the City Manager to sign the Amendment and Extension of the Dallas County New Directions in Public Safety Grant Interlocal Agreement between the Cities of Mesquite, Balch Springs, Seagoville, and Sunnyvale (the "Southeast Collaboration") and Dallas County for the purpose of providing mental health services in support of their respective municipal governmental operations and residents.

10. Second Reading – Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Julio Torres, sometimes referred to as Seagoville Signs & Designs, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)

City Manager Stallings stated this is the Second Reading of a Resolution approving the Economic Development Project between the Seagoville Economic Development Corporation and Julio Torres, sometimes referred to as Seagoville Signs & Designs, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties.

Adjourned at 6:49 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
MAY 1, 2023**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, May 1, 2023, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Assistant Police Chief Steve Davis, Interim Community Development Director Bill Medina, Public Works Director Chris Ryan, Fire Chief Todd Gilcrease, Fire Marshal Zane Anderson, City Attorney Victoria Thomas, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

Invocation – *Invocation was led by Mayor Childress.*

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

Mayor's Report – *Mayor Childress stated at the last Council Meeting on Monday, April 17, 2023, City Council approved a Work Order for Garver for engineering concerning the Seagoville Road Sidewalk Improvement Project 4/1, authorized Anderson Asphalt & Concrete Paving to provide emergency repairs to East Malloy Bridge Road unanimously, and authorized the repair of a 2016 Caterpillar 303.5 Mini-Ex unanimously.*

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.*

Maria Hernandez at 2902 Wanda Way expressed her concerns about Code Enforcement, trash service, Public Works, and Animal Control.

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 April 17, 2023 (City Secretary)

Motion to approve City Council Meeting Minutes for April 17, 2023 – Magill, seconded by Howard; motion passed with all ayes. 5/0

REGULAR AGENDA-

2. First Reading – Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Julio Torres, sometimes referred to as Seagoville Signs & Designs, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)

Mayor Childress stated this is the First Reading of this Resolution no action will be taken at this time.

3. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute applications for Glenn Rd., Altom Ln., Frances St., and Ave C. through the FY-2023 Dallas County Community Development Block Grant (“CDBG”) as set forth in Exhibit “A”; 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 execute applications for Glenn Rd., Altom Ln., Frances St., and Ave C through the FY-2023 Dallas County Community Development Block Grant (“CDBG”) as set forth in Exhibit “A”; and providing an effective date – Hernandez, seconded by Epps; motion passed with all ayes. 5/0

4. Conduct a public hearing on a request amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a change in zoning from R-2 (Residential-2) to LR (Local Retail), on approximately 2.377± acres located in the John D Merchant Survey, Abstract 852, being depicted in Exhibit “A”, attached hereto, and commonly known as 100 Crestview Drive, Seagoville, Dallas County, Texas (Interim Community Development Director)

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

Edward Rusher at 110 Crestview and John Holt at 903 E. Malloy Bridge Road spoke in opposition.

Property owner Susano Solis stated there are surrounding properties are zoned Local Retail and they feel it makes the most sense to zone this property Local Retail.

Mayor Childress closed the public hearing at 7:17 p.m.

13. Council Recessed Into Executive Session at 7:18 p.m.

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

C. § 551.071. Consultation with City Attorney: receive legal advice related to Santorini

14. Reconvened Into Regular Session at 8:17 p.m.

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

C. § 551.071. Consultation with City Attorney: receive legal advice related to Santorini

No action taken.

5. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a change in zoning from R-2 Single-Family Dwelling (R-2) to Local Retail (LR), on approximately 2.377± acres located in the John D Merchant Survey, Abstract 852, being described and depicted in Exhibit “A”, attached hereto, and commonly known as 100 Crestview Drive, Seagoville, Dallas County, Texas; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date (Interim Community Development Director)

Motion to approve an Ordinance of the City of Seagoville, Texas amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a change in zoning from R-2 Single-Family Dwelling (R-2) to Local Retail (LR), on approximately 2.377± acres located in the John D Merchant Survey, Abstract 852, being described and depicted in Exhibit “A”, attached hereto, and commonly known as 100 Crestview Drive, Seagoville, Dallas County, Texas: providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date – Hernandez, seconded by Fruin; motion failed. 3/2 (For: Hernandez, Fruin, and Epps; Against: Howard and Magill)

6. Conduct a public hearing on an Ordinance amending the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from (LM) Light Manufacturing to (LM-SUP) Light Manufacturing with a Special Use Permit to allow

for outside storage, subject to special conditions on approximately 2.895± acres being Tract 11, in the John D. Merchant survey, Abstract No. 850, as described and depicted in Exhibit A, attached hereto and incorporated herein, and commonly known as 600 Water Street, Seagoville, Dallas County, Texas (Interim Community Development Director)

Mayor Childress opened the public hearing at 8:19 p.m.

Jeff Carroll of Carroll Architects stated they would like to rezone the property and construct a collision repair center.

Mayor Childress closed the public hearing at 8:25 p.m.

7. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from "LM" Light Manufacturing to "LM-SUP" Light Manufacturing with a Special Use Permit to allow for outside storage of used materials, subject to special conditions on approximately 2.895± acres being Tract 11, in the John D. Merchant Survey, Abstract No. 850, as described and depicted in Exhibit "A", attached hereto and incorporated herein, and commonly known as 600 Water Street, Seagoville, Dallas County Texas; providing for special conditions; providing for the repeal of all Ordinances in conflict; providing a severability clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date (Interim Community Development Director)

Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from "LM" Light Manufacturing to "LM-SUP" Light Manufacturing with a Special Use Permit to allow for outside storage of used materials, subject to special conditions on approximately 2.895± acres being Tract 11, in the John D. Merchant Survey, Abstract No. 850, as described and depicted in Exhibit "A", attached hereto and incorporated herein, and commonly known as 600 Water Street, Seagoville, Dallas County Texas; providing for special conditions; providing for the repeal of all Ordinances in conflict; providing a severability clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 5/0

8. Receive a presentation from Kim Britton, Deputy Executive Director of STAR Transit, concerning an update on STAR Transit current services, marketing strategies and future considerations (Assistant City Manager)

Deputy Executive Director of STAR Transit, Kim Britton presented STAR Transit current services, marketing strategies and future considerations.

9. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving and authorizing the City Manager to sign the Amendment

and Extension of the Dallas County New Directions in Public Safety Grant Interlocal Agreement between the Cities of Mesquite, Balch Springs, Seagoville, and Sunnyvale (the “Southeast Collaboration”) and Dallas County for the purpose of providing mental health services in support of their respective municipal governmental operations and residents; providing for the repeal of any and all resolutions in conflict; and providing an effective date (Police Chief).

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas approving and authorizing the City Manager to sign the Amendment and Extension of the Dallas County New Directions in Public Safety Grant Interlocal Agreement between the Cities of Mesquite, Balch Springs, Seagoville, and Sunnyvale (the “Southeast Collaboration”) and Dallas County for the purpose of providing mental health services in support of their respective municipal governmental operations and residents; providing for the repeal of any and all resolutions in conflict; and providing an effective date – Magill, seconded by Hernandez; motion passed with all ayes. 5/0

10. Second Reading – Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Julio Torres, sometimes referred to as Seagoville Signs & Designs, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas approving the Economic Development Project between the Seagoville Economic Development Corporation and Julio Torres, sometimes referred to as Seagoville Signs & Designs, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date – Magill, seconded by Hernandez; motion passed with all ayes. 5/0

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

Councilmember Epps stated Malloy Bridge Road looks good.

Mayor Pro Tem Magill recapped the street repairs that the City has performed.

Councilmember Howard reminded everyone about Mayfest from Thursday, May 4, 2023 – Sunday, May 7, 2023.

Mayor Childress reminded everyone to vote on Saturday, May 6, 2023.

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.

Councilmember Hernandez stated he would like an update concerning Robinwood Estates and the citizen's concerns.

13. Recessed Into Executive Session at 8:42 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 negotiation of possible amendment to City's agreement with Frontier Texas Ventures I, LLC

B. § 551.071. Consultation with City Attorney: receive legal advice related to an Ordinance concerning Mass Gatherings

14. Reconvened Into Regular Session at 9:57 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 negotiation of possible amendment to City's agreement with Frontier Texas Ventures I, LLC

B. § 551.071. Consultation with City Attorney: receive legal advice related to an Ordinance concerning Mass Gatherings

15. Discuss and consider approving an amendment to the Frontier Waste Solutions Agreement

Motion to authorize the City Manager to negotiate and execute a First Amendment to the "Municipal Solid Waste Collection, Transportation and Disposal Agreement in the City of Seagoville" between the City and Frontier Texas Ventures, LLC to provide that Frontier shall, one day each week provide a grapple truck and driver to collect brush piles in excess of 3 cubic yards for compensation in the amount of \$2,000 per collection day and \$140.00 per hour if more than one day per week is required and approved by the City Manager, 11 hours per week – Magill, seconded by Hernandez; motion passed with all ayes. 5/0

Adjourned at 9:59 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
SPECIAL CALLED REGULAR SESSION
MAY 8, 2023**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, May 8, 2023, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, City Attorney Victoria Thomas, Assistant City Manager Cindy Brown, and City Secretary Kandi Jackson.

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

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

Mayor’s Report – *Mayor Childress congratulated Councilmember Hernandez concerning his re-election. He also wished good luck to those that will be in the runoff.*

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.

REGULAR AGENDA-

1. Receive and accept resignation of Kandi Jackson from the Office of City Secretary effective May 17, 2023

Motion to receive and accept resignation of Kandi Jackson from the Office of City Secretary effective May 17, 2023 - Hernandez, seconded by Magill; motion passed. 4/0 (For: Hernandez, Howard, Magill and Fruin; Against: Epps)

2. Recessed Into Executive Session at 6:33 p.m.

Council will recess into executive session pursuant to Texas Government Code

A. § 551.074. Personnel – to discuss the appointment of an interim City Secretary, the negotiation of an employment contract for the same, and the institution of a recruitment search for candidates for the office of City Secretary

3. Reconvened Into Regular Session at 6:54 p.m.

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

A. § 551.074. Personnel – to discuss the appointment of an interim City Secretary, the negotiation of an employment contract for the same, and the institution of a recruitment search for candidates for the office of City Secretary

No action taken.

4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas appointing an Interim City Secretary of the City of Seagoville, Texas; authorizing the City Manager to negotiate and execute an employment agreement; and providing an effective date

Motion to table Item #4 until the next Regular City Council Meeting on Monday, May 15, 2023.

Mayor’s Report – *Mayor Childress stated he served as Mayor for 9 years and he had a good tender. He stated that he appreciates everyone and that he has enjoyed his run. He appreciates each and every Councilmember and Staff.*

Adjourned at 6:57 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Regular Session Agenda Item: 2

Meeting Date: May 15, 2023

ITEM DESCRIPTION:

Discuss and consider approving an Ordinance of the City Council of the City of Seagoville, Texas, canvassing and declaring the results of the Special Election of the City of Seagoville held May 6, 2023, regarding adoption of amendments to the City Charter of the City of Seagoville; and providing an effective date.

Discutir y considerar aprobar una Ordenanza del Concejo Municipal de la Ciudad de Seagoville, Texas, que escrute y declare los resultados de la Elección Especial de la Ciudad de Seagoville celebrada el 6 de mayo de 2023, con respecto a la adopción de enmiendas a la Constitución de la Ciudad de la Ciudad de Seagoville; y proporcionando una fecha efectiva.

Thảo luận và xem xét thông qua Sắc lệnh của Hội đồng Thành phố Thành phố Seagoville, Texas, vận động và tuyên bố kết quả của Cuộc Bầu cử Đặc biệt của Thành phố Seagoville được tổ chức vào ngày 6 tháng 5 năm 2023, liên quan đến việc thông qua các sửa đổi đối với Điều lệ Thành phố của Thành phố Seagoville; và cung cấp một ngày có hiệu lực.

BACKGROUND OF ISSUE:

It is hereby found and determined that notice of the May 6, 2023, special election regarding proposed amendments to the City's Home Rule Charter was duly given in the form, manner and time required by law, and said election was in all respects legally held and conducted in accordance with applicable laws of the State of Texas and the proceedings calling and governing the holding of such election. It is imperative to consider the returns of an election held on May 6, 2023, for the purpose of considering the returns of propositions for the approval of amendments to the City Charter of the City of Seagoville.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Ordinance – Canvassing and Declaring the Results of the Special Election, May 6, 2023

CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 2021-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, CANVASSING AND DECLARING THE RESULTS OF THE SPECIAL ELECTION OF THE CITY OF SEAGOVILLE HELD MAY 6, 2023, REGARDING ADOPTION OF AMENDMENTS TO THE CITY CHARTER OF THE CITY OF SEAGOVILLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is hereby found and determined that notice of the May 6, 2023 special election regarding proposed amendments to the City’s Home Rule Charter was duly given in the form, manner and time required by law, and said election was in all respects legally held and conducted in accordance with applicable laws of the State of Texas and the proceedings calling and governing the holding of such election; and

WHEREAS, it is imperative to consider the returns of an election held on May 6, 2023, for the purpose of considering the returns of propositions for the approval of amendments to the City Charter of the City of Seagoville; and

WHEREAS, the returns of said election have been duly and legally made and submitted to the City Council for canvassing, and a tabulation of the returns for the polling place and for early voting, as canvassed and tabulated by this governing body as follows:

EARLY ELECTION VOTES CAST	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
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PROPOSITION A: Shall Article I, Section 1.01(b) of the Home Rule Charter be amended to revise number of signatures required on a petition requesting the calling of an election to change the form of government to fifty (50%) percent of the total number of legal qualified electors voting for Mayor at the last preceding City election.

FOR	187	109	296
AGAINST	73	44	117

EARLY ELECTION VOTES CAST	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
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PROPOSITION B: Shall the Home Rule Charter be amended to delete outdated language and add updated language to comply with state law requirements.

FOR	218	128	346
AGAINST	45	30	75

	EARLY ELECTION VOTES CAST	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
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PROPOSITION C: Shall Article III, Sections 3.01 and 3.02 of the Home Rule Charter be amended to clarify the requirements that the mayor and members of the city council must be qualified voters of the City residing within the City of Seagoville for a minimum of one (1) year prior to and on the date of the election and during the term of office in order to hold office.

FOR	248	143	391
AGAINST	17	15	32

	EARLY ELECTION VOTES CAST	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
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PROPOSITION D: Shall Article III, Section 3.01 of the Home Rule Charter be amended to add a provision that a member of the city council, including the mayor, shall forfeit his office should he lack any of the qualifications of office prescribed by law and to provide that the city council may, by ordinance, provide the process for determining and declaring forfeiture.

FOR	227	139	366
AGAINST	39	19	58

	EARLY ELECTION VOTES CAST	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
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PROPOSITION E: Shall Article III, Section 3.03 of the Home Rule Charter be amended to provide for compensation for each member of the city council, including the mayor, at a rate of thirty (\$30.00) dollars for each regular and special called council meeting attended by said member.

FOR	156	85	241
AGAINST	110	73	183

	EARLY ELECTION VOTES CAST	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
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PROPOSITION F: Shall Article III, Section 3.19 of the Home Rule Charter be amended to provide that a member of any city board or commission shall not have been finally convicted (1) of a felony or an assaultive class A misdemeanor for which the person has not been pardoned or otherwise released from the resulting disabilities or (2) a non-assaultive class A misdemeanor within ten years of the date of appointment of such person to the board or commission.

FOR	216	128	344
AGAINST	47	30	77

EARLY ELECTION VOTES CAST	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
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PROPOSITION G: Shall Article IX, Section 9.03 be amended to provide that relationship to another city employee does not prohibit a person being employed by or contracting with the City, except that no person related to a supervisory city employee within the second degree by affinity or third degree by consanguinity shall serve directly under the supervision of such relative.

FOR	198	106	304
AGAINST	65	51	116

EARLY ELECTION VOTES CAST	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
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PROPOSITION H: Shall the Home Rule Charter be amended to add a new section 12.04 to Article XII to provide that in the event of typographical, grammatical, gender-specific, or other non-substantive errors in the Charter, the city council may, by majority vote, correct the same, provided that such correction may not alter the substantive meaning of any provision of the Home Rule Charter.

FOR	191	118	309
AGAINST	69	40	109

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

SECTION 1. Said election was duly called, that notice of said election was given in accordance with law, that said election was held in accordance with law, and that it is determined that Propositions A through H have been approved by the majority of the qualified voters voting at said election and shall become a part of the City Charter of the City of Seagoville, Texas

SECTION 2. It is further found and determined that in accordance with the order of this governing body, the City Secretary posted written notice of the date, place and subject of this meeting on the bulletin board located in the City Hall, a place convenient and readily accessible to the general public, and said notice having been so posted and remaining posted continuously for at least 72 hours preceding the scheduled time of said meeting.

SECTION 3. This ordinance shall take effect immediately following its passage and publication in accordance with the provisions of the state law and the Charter of the City of Seagoville.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS ON THE 15TH DAY OF MAY 2023.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(051123vwtTM134995)

Regular Session Agenda Item: 3

Meeting Date: May 15, 2023

ITEM DESCRIPTION:

Discuss and consider approving an Ordinance of the City of Seagoville, Texas calling for the June 10, 2023 Runoff Election for City Council place 4 following the inconclusive results from the May 6, 2023 General Election during which no candidate received the requisite number of votes, as set forth by Charter and by the Texas Election Code.

Discutir y considerar la aprobación de una Ordenanza de la Ciudad de Seagoville, Texas, que solicita la Elección de segunda vuelta del 10 de junio de 2023 para el puesto 4 del Concejo Municipal luego de los resultados no concluyentes de la Elección general del 6 de mayo de 2023 durante la cual ningún candidato recibió la cantidad requerida de votos, según lo establecido por la Carta y por el Código Electoral de Texas.

Thảo luận và xem xét thông qua Sắc lệnh của Thành phố Seagoville, Texas kêu gọi Cuộc bầu cử Chung kết vào ngày 10 tháng 6 năm 2023 cho vị trí số 4 trong Hội đồng Thành phố sau kết quả bất phân thắng bại từ Cuộc Tổng tuyển cử ngày 6 tháng 5 năm 2023 mà trong đó không có ứng cử viên nào nhận được số phiếu bầu cần thiết, như được quy định bởi Hiến chương và Bộ luật Bầu cử Texas.

BACKGROUND OF ISSUE:

No candidate received the requisite number of votes to be declared the winner in the contest for City Council Place 4 for the Seagoville City Council at the May 6, 2023, General Election. State law mandates that a Runoff Election shall be called within 5 days of the canvass of the election. The Runoff Election for City Council Place 4 of the City of Seagoville is required to be held on June 10, 2023, at which time the voters will elect a person to fill the office of City Council Place 4.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Ordinance – Called for the June 10, 2023, Runoff Election

CITY OF SEAGOVILLE

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS CALLING FOR THE JUNE 10, 2023 RUNOFF ELECTION FOR CITY COUNCIL PLACE 4 FOLLOWING THE INCONCLUSIVE RESULTS FROM THE MAY 6, 2023 GENERAL ELECTION DURING WHICH NO CANDIDATE RECEIVED THE REQUISITE NUMBER OF VOTES, AS SET FORTH BY CHARTER AND BY THE TEXAS ELECTION CODE.

WHEREAS, no candidate received the requisite number of votes to be declared the winner in the contest for City Council Place 4 for the Seagoville City Council at the May 6, 2023, General Election; and

WHEREAS, state law mandates that a Runoff Election shall be called within 5 days of the canvass of the election; and

WHEREAS, the Runoff Election for City Council Place 4 of the City of Seagoville is required to be held on June 10, 2023, at which time the voters will elect a person to fill the office of City Council Place 4.

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

Section 1. A runoff election is hereby called to elect the officer of City Council Place 4 to serve a two-year term or until their successors are duly elected and qualified. Such election shall be held at the Seagoville City Hall, 702 U.S.0175 Frontage Road, Seagoville, Texas on the 10th day of June 2023 from 7:00 a.m. until 7:00 p.m.

Section 2. As required by Charter and state law the Runoff Election shall be between Allen Grimes and Mike Fruin, the two candidates who received the first and second highest number of votes respectively for City Council Place 4.

Section 3. The election will be conducted jointly with other political subdivisions in Dallas County on June 10, 2023, pursuant to Chapter 31 and 271, Texas Election Code and Joint Election Agreement and Election Services Contract by and between the City of Seagoville, Dallas County, and other political subdivisions (the "Joint Elections Agreement").

Section 4. The following provisions apply to early voting:

A. Early Voting By Personal Appearance.

Early voting by personal appearance will be held jointly with other Dallas County public entities at the Dallas County Main Early Voting Sites beginning Tuesday, May 30, 2023, and continuing through Tuesday, June 6, 2023, at the locations and times set forth below:

Main Early Voting Polling Sites

INSERT LOCATION ADDRESS INFO FROM DALLAS CO ELECTION ADMIN.

Seagoville City Hall

702 U.S.-175 Frontage Road
Seagoville, Texas 75159

Dates and Times for Early Voting by Personal Appearance

Early voting hours shall be:

Tuesday, May 30, 2023, through Wednesday, May 31, 2023; 8:00 a.m. – 5:00 p.m.

Thursday, June 1, 2023, through Friday, June 2, 2023; 8:00 a.m. – 5:00 p.m.

Saturday, June 3, 2023, from 7:00 a.m. – 7:00 p.m.

Sunday, June 4, 2023, from 10:00 a.m. – 4:00 p.m.

Monday, June 5, 2023, through Tuesday, June 6, 2023, from 7:00 a.m. – 7:00 p.m.

B. Early Voting by Mail:

The Dallas County Elections Administrator (“Elections Administrator”) is hereby designated as the Early Voting Clerk for the Runoff Election. Applications for early voting by mail may be delivered to the Elections Administrator at the following address:

Mailing Address:

Dallas County Elections Administrator

INSERT ADDRESS

Applications for Ballots by Mail (ABBM) must be received no later than the close of business on May 30, 2023, by 5:00 p.m.

Federal Post Card Applications (FPCAs) must be received no later than the close of business on May 30, 2023, by 5:00 p.m.

C. Early voting both by personal appearance and by mail shall be canvassed by the Early Voting Ballot Board established by Dallas County under the terms of the Joint Elections Agreement and Section 87.001 of the Texas Election Code.

Section 4: Appointment of Election Judge and Alternate Election Judge: The Presiding Judge and Alternate Presiding Judge shall be appointed by Dallas County as authorized by Chapter 271 of the Election Code.

Section 5: The election shall be held in accordance with the Constitution of the State of Texas and the Election Code, and all resident qualified voters of the City shall be eligible to vote at the election.

Section 6. This ordinance shall become effective after the date of passage and adoption by the City Council of the City of Seagoville, Texas.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS ON THIS 15TH DAY OF MAY 2023.

Dennis K. Childress, Mayor

ATTEST:

APPROVED AS TO FORM:

Kandi Jackson, City Secretary

Victoria W. Thomas, City Attorney

Regular Session Agenda Item: 4

Meeting Date: May 15, 2023

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, canvassing and declaring the results of the May 6, 2023 General Election for Mayor and Council Members for Place 2 and Place 4; ordering a Runoff Election for the office of Council Member for Place 4; and providing for an effective date.

Discutir y considerar aprobar una Resolución del Concejo Municipal de la Ciudad de Seagoville, Texas, examinando y declarando los resultados de la Elección General del 6 de mayo de 2023 para Alcalde y Concejales para el Lugar 2 y el Lugar 4; ordenar una Elección de Desempate para el cargo de Concejel para el Puesto 4; y proporcionar una fecha de entrada en vigencia.

Thảo luận và xem xét thông qua Nghị quyết của Hội đồng Thành phố Seagoville, Texas, vận động và tuyên bố kết quả của Cuộc Tổng tuyển cử ngày 6 tháng 5 năm 2023 cho Thị trưởng và các Thành viên Hội đồng cho Vị trí 2 và Vị trí 4; yêu cầu một cuộc Bầu cử Chung kết cho chức vụ Thành viên Hội đồng cho Vị trí số 4; và quy định ngày có hiệu lực.

BACKGROUND OF ISSUE:

It is hereby found and determined that notices of a general election were duly given in the form, manner and time required by law, and said elections were in all respects legally held and conducted in accordance with applicable laws of the State of Texas and the proceedings calling and governing the holding of such elections. It is imperative to consider the returns of the general election held on May 6, 2023, for the purpose of electing the hereinafter-named officials and determining the results placed before the qualified voters of the City. The returns of the general election have been duly and legally made and submitted to the City Council for canvassing and no protest or objection being made to or regarding any matter pertaining to said election.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Resolution – Canvassing and Declaring the results of the May 6, 2023 General Election for Mayor and Council Members for Place 2 and Place 4

RESOLUTION NO. -R-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, CANVASSING AND DECLARING THE RESULTS OF THE MAY 6, 2023 GENERAL ELECTION FOR MAYOR AND COUNCIL MEMBERS FOR PLACE 2 AND PLACE 4; ORDERING A RUNOFF ELECTION FOR THE OFFICE OF COUNCIL MEMBER FOR PLACE 4; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, it is hereby found and determined that notices of a general election were duly given in the form, manner and time required by law, and said elections were in all respects legally held and conducted in accordance with applicable laws of the State of Texas and the proceedings calling and governing the holding of such elections; and

WHEREAS, it is imperative to consider the returns of the general election held on May 6, 2023, for the purpose of electing the hereinafter named officials and determining the results placed before the qualified voters of the City; and

WHEREAS, the returns of the general election have been duly and legally made and submitted to the City Council for canvassing and no protest or objection being made to or regarding any matter pertaining to said election,

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

SECTION 1. A tabulation of the returns of the general election held May 6, 2023, for the polling places and for early voting, as canvassed and tabulated by this governing body is as follows:

Candidate	Early Voting in Person	Early Voting by Mail	Election Day	Provisional EV/ED	Vote %	Total
MAYOR						
Lackey Stepper Sebastian	138	0	84	0	50.11%	222
Dennis K. Childress	142	0	79	0	49.89%	221
COUNCILMEMBER – PLACE 2						
Jose “JoJo” Hernandez	150	0	78	0	52.90%	228
Bambi Wade	122	0	81	0	47.10%	203
COUNCILMEMBER – PLACE 4						
Mike Fruin	66	0	29	0	21.64%	95
Allen Grimes	101	0	72	0	39.41%	173
Lisa Niedermeier	47	0	39	0	19.59%	86
Philip Pelayo	63	0	22	0	19.36%	85

SECTION 2. The General Election for Mayor, Councilmember Place 2 and Councilmember Place 4 was duly called, that notice of said election was given in accordance with the law, said election was held in accordance with the law; and (A) it appearing that Lackey Stepper Sebastian received a majority of all votes cast for all the candidates for the Office of Mayor, he is hereby declared to be elected to the office to serve a two (2) year term after qualifying; (B) it appearing that Jose “JoJo” Hernandez received a majority of all votes cast for all the candidates for the office of Councilmember Place 2, he is hereby declared to be elected to the office to serve a two (2) year term after qualifying; and (C) it appearing that no one candidate received a majority of all votes cast for all the candidates for the office of Councilmember Place 4, therefore, the two candidates having received the most votes, the same being Mike Fruin and Allen Grimes, shall be subject to a run-off election to be held June 10, 2023 in accordance with the Resolution of the Council, Home Rule Charter and Joint Election Agreement with Dallas County that the early voting and election date to be held as set forth therein under Texas law; and the same is hereby ordered forthwith.

SECTION 3. This canvass and declaration of results of said election shall be entered in the Minutes of the City Council and said officers, after they have qualified and taken their oaths, shall serve during the term commencing May 15, 2023, and thereafter until their successors are duly elected and qualified.

SECTION 4. It is further found and determined that in accordance with the order of this governing body, the City Secretary posted written notice of the date, place and subject of this meeting on the bulletin board located at City Hall, a place convenient and readily accessible to the general public, and said notice having been so posted and remaining posted continuously for at least 72 hours preceding the scheduled time of said meeting.

SECTION 5. This resolution shall become effective immediately from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, THIS 15th DAY OF MAY 2023.

ATTEST:

APPROVED:

Kandi Jackson, City Secretary

Dennis K. Childress, Mayor

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(051123vwtTM134989)

Regular Session Agenda Item: 5

Meeting Date: **May 15, 2023**

ITEM DESCRIPTION:

Administer Oaths of Office for Newly Elected City Council Members.

BACKGROUND OF ISSUE:

The City Secretary will administer the Oaths of Office for the newly elected City Council Members.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 6

Meeting Date: May 15, 2023

ITEM DESCRIPTION:

Receive a presentation concerning Temporary Food Guidelines.

BACKGROUND OF ISSUE:

Health Department updated the guidelines for Temporary Food Establishment to comply with Texas Food Establishment Rules (TFER).

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Temporary Food Guidelines

Checklist for Health Department

City of Seagoville-Health Department



City of Seagoville
702 N. Hwy 175 Seagoville, TX 75159
972-287-2050

GENERAL GUIDELINES FOR TEMPORARY FOOD ESTABLISHMENTS

Food means any raw, cooked, or processed edible substance; ice; beverages; or any ingredient; used or sold or intended for sale in whole or in part for human consumption, except tobacco or a drug as defined by the Texas Food, Drug and Cosmetic Act.

Temporary Food Service Establishment means a food products establishment that operates at a fixed location for a limited period of time in conjunction with a single event or celebration; or a concessionaire operating under a seasonal contract with either the Park and Recreation Department, Neighborhood Farmer's Market, or the Seagoville Flea Market.

Risk Based permit processing:

High Risk- Extensive food preparation, serves a variety of food types.

Medium Risk- serves pre-cooked foods and less extensive preparation.

Low Risk- No cooking or preparation, serves or sells pre-packaged foods.

REQUIREMENTS FOR TEMPORARY FOOD ESTABLISHMENTS

I. Permitting

- A. **An interview is needed** to obtain a Temporary Event Food Service Permit. You will need to know all menu items, equipment to be used, dates, hours of food service operation and addresses of events. The interview and application will cover food source, preparation, handling, transportation, and temperature requirements. Additionally, booth structure, hand wash station, hand washing, bare hand control of ready-to-eat foods, sanitation, ware washing and wastewater disposal will be discussed. **You must demonstrate adequate knowledge of food handling and sanitation practices in order for a permit to be issued.**
- B. The Temporary Event Food Service Permit will not be issued if a menu has not been determined, food sources are unapproved, the fee is not paid, or demonstration of knowledge is inadequate. You may reapply when conditions have been met. A temporary food service establishment must comply with the requirements of the current City of Seagoville Health Regulations for Temporary Food Service Establishments, except as otherwise provided in this regulation. The Department may impose additional requirements if needed to protect against health hazards.
- C. Applications for, and issuance of Temporary Food Service Establishment Permits may be obtained at the above address. Permits are issued Monday through Friday between 8:00a.m. and 4:30p.m.
- D. Applications must be received in this office at least five (5) working days prior to the event.

Home Preparation or Storage of Food is Not Allowed

- E. A non-refundable fee must be paid when the application is submitted. Vendors that will offer only prepackaged foods from the manufacturer that are non-time and temperature controlled and with minimum handling and preparation may request a limited-service food permit. Limited-service food permits require a nonrefundable permit fee for each facility from which the establishment is operated.
- F. **All vendors** will need to submit a copy of their current local health permit and a copy of the last health inspection report conducted by the regulating authority. Vendors that do not have their own licensed kitchen will need to provide a permission letter from the owner of the kitchen where the food items will be prepared or stored.
- G. **Food Manufactures** must submit a copy of the state manufacturer's license along with the application.
- H. Vendors must provide a copy of the invitation or letter from the event organizer granting permission to take part in the event.
- I. Caterers located outside of the City of Seagoville, which provide food for public or private events must register with this department as an "Out-of-Town Caterer". All caterers must be approved by the City of Seagoville and permitted by the appropriate regulatory authority.
- J. Cottage Food Vendors must comply with current State and Local regulations.

II. Food

- A. Only foods which are pre-approved and require minimal handling will be considered. *No slicing, dicing or cutting of food products onsite (cooked hamburgers and fajitas may be sliced on the cooking surface). Temperature Controlled for Safety (TCS) food items will be limited to six items. TCS foods include meats, eggs, dairy products, rice, beans, potatoes, etc.
- B. Seafood and poultry are only allowed under **two** conditions:
 1. Raw product must be pre-cut, breaded and frozen, and go from the freezer to the deep fryer or
 2. Product must be pre-cooked.
- C. The only TCS food items allowed to be cooked on-site from a raw state are those which are fast cooking, such as:
 1. Pre-formed hamburger patties
 2. Beef fajitas
 3. Sausages, hotdogs, etc.
- D. All other TCS items must be prepared and cooked at a permitted food facility that is inspected regularly. All cooked food products must be properly transported to the temporary site while maintaining proper temperatures.

***EXCEPTIONS WILL BE REVIEWED BY MANAGEMENT ON A CASE BY CASE BASIS**

Home Preparation or Storage of Food is Not Allowed

III. Structure

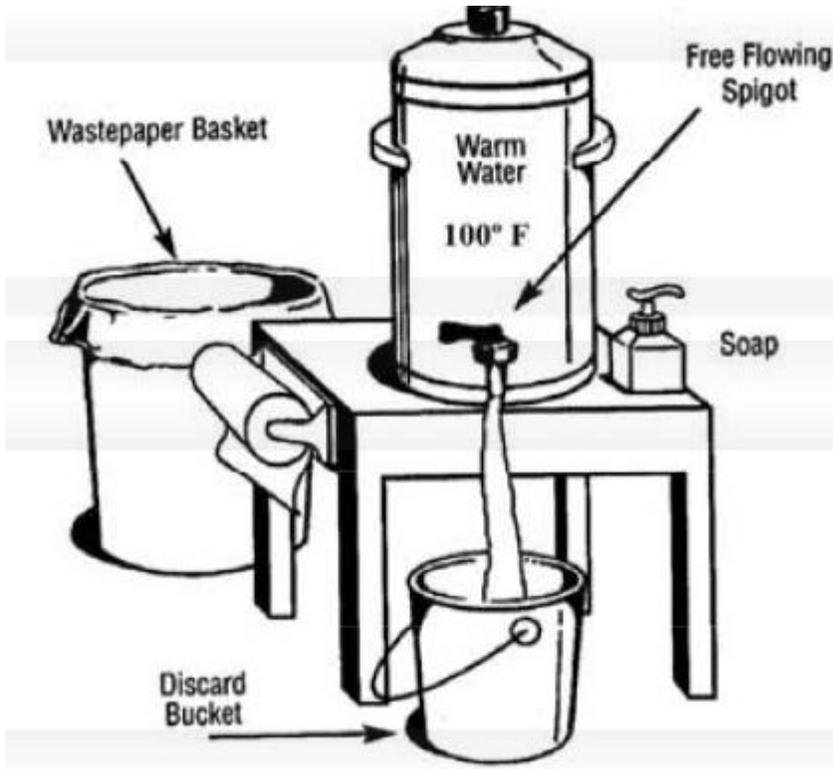
- A. All temporary food establishments are required to have approved flooring, which may include concrete, asphalt, or tight-fitting plywood.
- B. All stands must have a suitable overhead covering for food preparation, cooking, utensil washing and serving areas. Covering must meet Seagoville Fire Code requirements. A table skirt or other form of protection is recommended to protect food, single service articles and utensils.
- C. All grills must have overhead covering while in use.
- D. Fire extinguishers must be present if using equipment with open flames. If propane is used during the event a fire permit is required. Propane tanks for grills or other pressurized tanks, such as those used for fountain soft drinks, must be secured so they cannot fall and damage valves.
- E. Booths must have barriers to protect food and prevent customers from entering into the booth.

IV. Sink Requirements

- A. Temporary food establishments that operate for **96 hours or less** and do not have conveniently available hot and cold running water and sanitary sewage facilities **MUST FURNISH THE FOLLOWING FACILITIES**, when food items are not pre-packaged.
- B. Hand washing facilities, which are conveniently located are required for all establishments which handle food. Must provide **FLOWING WATER** to be used for hand washing and a collection basin (bucket) for wastewater. Must set up hand wash facilities **BEFORE** setting up booth and preparing food. Coffee urns, drink coolers, or bottled water with a spigot are examples of what is required. At least a five (5) gallon potable water capacity should be available. Soap and paper towels must also be available.



Spigot



C. Utensil Washing and Sanitization

A container with soapy water solution is required for the washing of dirty utensils on site. This is for emergency use only.

A sanitizer solution container must be provided to sanitize clean utensils and equipment. The required residual of 50-100ppm chlorine may be obtained by placing one (1) tablespoon of regular household bleach in one (1) gallon of water for the sanitizer. Other approved sanitizers may be used. Test papers must be provided to ensure that proper sanitizer concentration is achieved. All utensils must be taken to a commissary location daily to be properly washed, rinsed and sanitized.

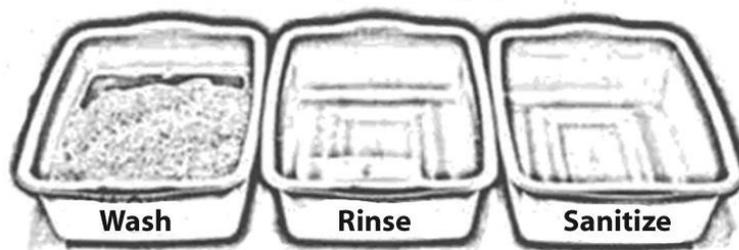
D. All wastewater from sinks, steam tables, buckets, etc. must be disposed of into a sanitary sewer system or in a manner that is consistent with the Liquid Waste Disposal Code Requirements.

E. All wiping cloths must be stored, between uses, in an approved sanitizer solution at the proper concentration. If chlorine is used as the sanitizer, a solution of one hundred (100) parts per million is required. Chemical test strips for the approved sanitizer being used must be maintained on site to ensure the proper concentration of the sanitizer.

F. Those establishments which operate **more than 96 hours or 4 days or more** and serve food products other than pre-packaged items **MUST PROVIDE HOT AND COLD RUNNING WATER** sufficient for employee hand washing and for the cleaning and sanitizing of utensils and equipment.

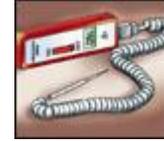


Proper Set-Up



V. Food Protection and Handling

- A. All TCS foods requiring refrigeration must be stored at a temperature not to exceed 41°F or colder. TCS foods which are required to be held hot, must maintain a temperature of 135°F or hotter to prevent bacterial growth. Mechanical holding units are required in each booth to ensure that proper temperature is maintained. Canned heat (sterno) is **not** allowed for maintaining hot food temperatures outside. Ice chests are **not** allowed for maintaining cold food temperatures. A metal stem thermometer must be provided where necessary to check the internal temperatures of hot and cold foods. Thermometers must be accurate to + 2° F.



- B. **Open and unprotected displays of food are not allowed.** When using chafing dishes, only hinged-lid types will be allowed so that at least half of the food remains covered at all times.
- C. **READY-TO-EAT (RTE) FOOD CAN NOT BE TOUCHED WITH BARE HANDS.** A barrier must be provided between the bare hand and the ready-to-eat food. Examples of physical barriers include: gloves, deli tissues, tongs, ladles, spatulas, forks, etc.
- D. Food handlers must not have infected cuts, lesions, or open wounds. Food handlers with upper respiratory symptoms such as constant coughing or sneezing or food handlers with gastrointestinal symptoms such as cramps, vomiting and diarrhea must be restricted from handling food.
- E. All condiments, including onions, relish, sauces, peppers, catsup, mustard, etc., that is available for customer use must be in self-service packets or be dispensed from approved sanitary dispensers.
- F. All foods, food containers, utensils, napkins, straws and single service articles must be stored at least 6" off the floor and adequately protected from splash, dust, insects, weather or other contamination sources.
- G. When self-service ice dispensers are not provided, ice scoops are required. Ice used for human consumption must be stored separately from ice used to refrigerate drink bottles, cans or cartons. Ice storage units must be drained to a wastewater receptacle or a sanitary sewer system to prevent submergence of beverage containers into melted ice.
- H. Effective hair restraints, including hairnets and caps are required in food preparation and serving areas. Food, beverage and tobacco consumption is prohibited inside food booths. Gum chewing is also prohibited in food preparation and serving areas.

- I. Food handling personnel must wash their hands as frequently as necessary to keep them clean, even though disposable gloves may be used. Nails must be closely trimmed and maintained. **No sculptured nails or chipped nail polish is allowed.**
- J. Animals are prohibited from being within fifty (50) feet of a temporary food establishment or food service area.

Temporary event food service requires special consideration and planning of structures, transport, hygiene and food safety to safeguard public health. It is the intent of this guideline to assist food vendors to operate in compliance with regulations, provide food that is safe to consumers, and prevent the spread of foodborne illness. For more complete information, please refer to the current version of the Texas Food Establishment Rules.

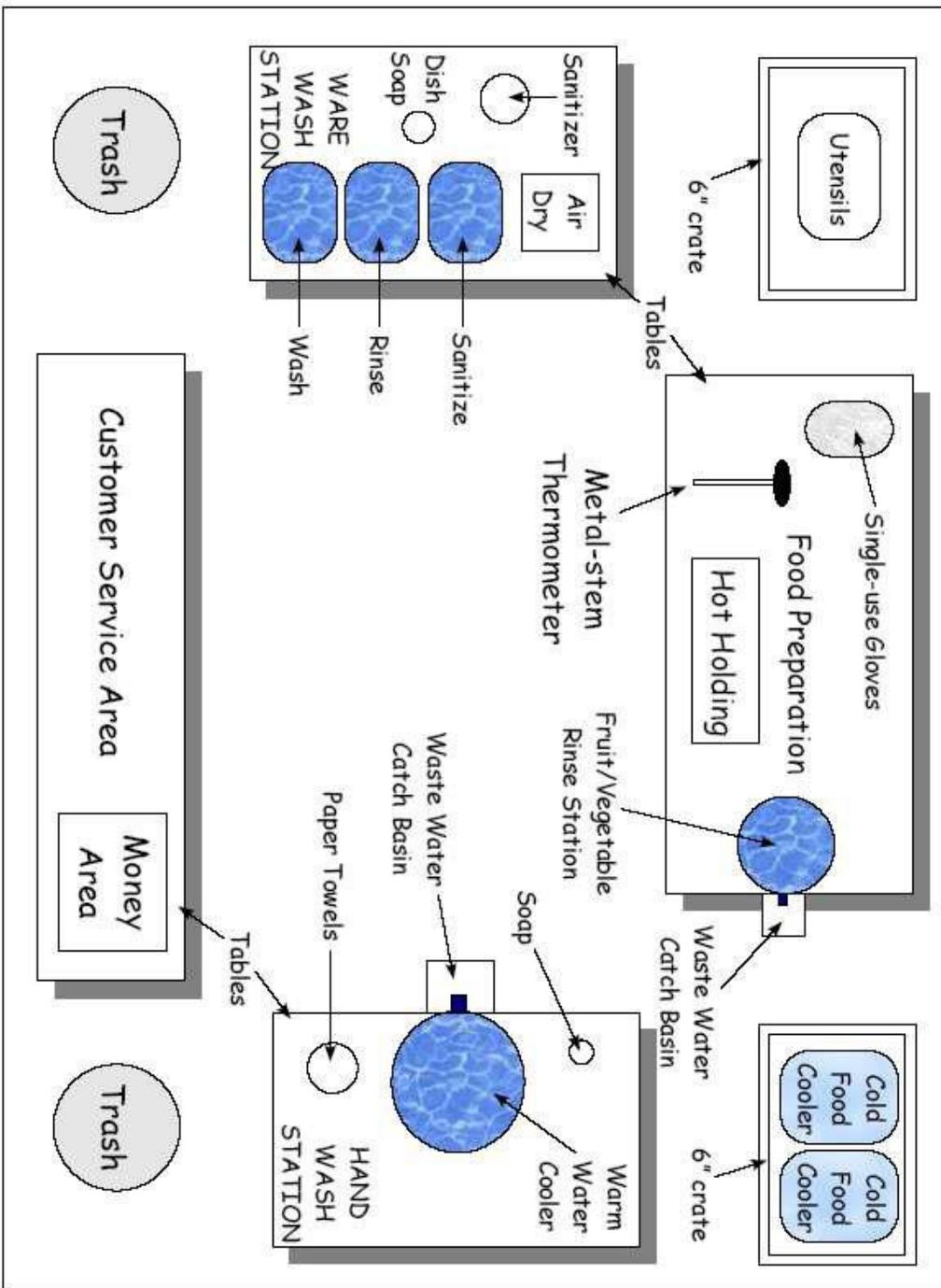
Temporary Food Establishment permits are issued “in person” or “by mail” (not by phone or electronically), so you will have the opportunity to discuss any questions.

Before applying for a permit, please decide on the following:

- The complete menu including beverages.
- The booth structure (whether provided by the event sponsor or the vendor).
- The equipment that will be required, including a hand washing method.
- Methods to maintain hot and cold product temperatures.
- How all foods will be transported and stored.
- Where and how clean up of equipment will be done.
- Identification of the person who will be in charge of the booth.

Failure to comply with these regulations may result in the closure of the food establishment, revocation of the permit and/or municipal court citations. Food unfit for human consumption may be reconditioned, impounded, destroyed or denatured.

SAMPLE DRAWING/LAYOUT



Tent/building covering entire area

City of Seagoville
702 N. Hwy 175 Seagoville, TX 75159
972-287-2050

Health Department Checklist for Temporary Events/Flea Market

Vendor Name: _____ **Date:** _____
(Last, First Name)

Event: _____ **Date of Event:** _____
(Name or Place of Event)

Requirements:

Menu

1. High risk- Extensive preparation, serves a variety of food types.
2. Medium risk- Less extensive preparation, serves pre-cooked food.
3. Low risk- No cooking/no preparation Prepackaged foods only- No interview required.

Central Preparation Facility

1. Seagoville City Limit-**Letter and proof of kitchen usage and hours.**
2. Outside of City Limit-**Recent Health inspection report/food permit**

Food Manufacturers- Submit a copy of the state manufacturer's license with the application.

Home preparation or storage of food is not allowed. Cottage Food Law is excluded from this process

Process:

Interview with Health Department: _____
(Date and time)

Food Manager Certification: Yes or No

Menu of Food Items provided: Yes or No

Proof of Central Preparation Facility: _____

Proof of Mechanical Refrigeration Unit: Yes or No.

Booth construction: Under the Tarp or Pavilion (Walls and Ceiling): _____

FOR OFFICE USE ONLY:

APPROVED / DENIED

_____ on this date of _____. Permits must be obtained within
(Health Department Signature)

21 business days. Follow up date: _____ if needed.

Seagoville Health Department

CITY OF SEAGOVILLE-HEALTH DEPARTMENT

§ 11.02.004 **Definition.**

The definitions established in the Texas Food Establishment Rules, as amended, shall apply except as been otherwise adopted in this chapter.

City. The City of Seagoville, Texas or its designee.

Flea market food vendor. A person, as defined in this section, that rents a space at the flea market on weekends for the purpose of bartering, distributing and/or selling fresh produce, raw foods, prepared foods and/or prepackaged foods for human consumption. For the purposes of this article, a flea market vendor shall comply with the regulations set forth for temporary food establishments.

Person. Any natural person, firm, corporation, business or legal entity.

Texas Retail Food Rules or food code. The Texas Retail Food Establishment Rules, 25 TAC sections 228.1–228.278.

(Ordinance 19-13 adopted 10/7/13; Ordinance 08-14 adopted 8/25/14; Ordinance 03-16 adopted 2/1/16)

Temporary Food Permit EXISTING PROCESS

- VENDOR PAY THE FEES
- FILL OUT APPLICATION
- FOOD MANAGER CERTIFICATION is required AND PERMIT IS ISSUED.

- Temporary Food Permit in Seagoville: Single event- Permit good for 14 days
- Multiple event- Permit good for one year (Traders Village)



Payment Receipt No. _____

City of Seagoville
702 N. Hwy 175 Seagoville, Texas 75159
Business Number: 972-287-2050

Food Service Permit Application

Please check the appropriate box(es)

<input type="checkbox"/>	Plan review for a fixed facility for all new permitted establishments	\$100.00
<input type="checkbox"/>	Full-service restaurants, cafeteria, fast-food	\$275.00
<input type="checkbox"/>	Nursing home dietary department	\$275.00
<input type="checkbox"/>	Day care center/ School	\$275.00
<input type="checkbox"/>	Convenience store, package groceries <i>only</i>	\$275.00
<input type="checkbox"/>	Convenience store deli (additional fee)	\$200.00
<input type="checkbox"/>	Grocery store <i>only</i>	\$350.00
<input type="checkbox"/>	Grocery store meat market (additional fee)	\$275.00
<input type="checkbox"/>	Grocery store deli (additional fee)	\$200.00
<input type="checkbox"/>	Temporary food service, three (3) day limit 2 wk notice	\$100.00
<input type="checkbox"/>	Mobile food vendor	\$125.00
<input type="checkbox"/>	Entertainment center with concession (theatre, roller rink)	\$200.00
<input type="checkbox"/>	Bed and Breakfast	\$150.00
<input type="checkbox"/>	Bed and Breakfast with food services	\$250.00
<input type="checkbox"/>	Food safety manager certificates from the City of Seagoville	\$35.00
<input type="checkbox"/>	Temporary Non-Profit Organization - 3-day permit 2 wk notice	\$25.00

Administrative fee for all establishments (excludes Non-profit organizations) \$50.00

Total \$ _____

Name of Business: _____

Address of Business: _____

Mailing Address: _____

Owner of Business: _____

Address: _____

Business Phone: _____ Mobile Phone: _____

Number of Employees: _____

Contact Name: _____ PH# _____

Application MUST be filled out for each Business or School prior to accepting payment



City of Seagoville Police Department
 600 N Hwy 175
 Seagoville, TX 75159
 972-287-2999 Fax 972-287-2917

Permit # _____

Flea Market Food Service Permit Application

Administrative fee for all establishments (excludes Non-profit organizations)	\$50.00
Food Safety Manager Certificate –City of Seagoville (until date of expiration)	\$35.00
Flea Market Health Permit (Packaged & NON-Packaged Foods) (1 year to date)	\$225.00
Gas Permit (propane)	
TOTAL	\$310.00

Will you be using propane? Yes or No If yes, please indicate how long you will need.

____ 1 month/\$60.00 ____ 6 months/\$250.00 ____ 1 year/\$500.00

Name of Business: _____

Address: 1706 S Hwy 175, Suite 102, Seagoville, TX 75159

Business Owner's Name: _____ DOB: _____

ID/Driver License/Consulate/Passport #: _____

Address: _____

Phone#/Cell/Home: _____

FOOD SERVICE MANAGER REGISTRATION

FOOD MANAGER CERTIFICATION PERMIT: ____ New ____ Re-issue ____ Replacement

Food Services Manager Certification Test Issued by: _____

Issue Date: _____ Expire Date: _____ Certificate #: _____

PHOTO COPY OF VAILD IDENTIFICATION AND FOOD SERVICE MANAGER CERTIFICATE REQUIRED

I, the undersigned understand that giving false information is grounds for revoking this certificate. I hereby certify that the above information is true and correct to the best of my knowledge.

 Signature of Applicant

 Signature of Processor Date

If you have any questions pertaining to Inspections, please contact Health Inspector @ 972-287-2050

Temporary Food Establishment Checklist Special Events

*This form is to be posted in your food booth.
All items must be completed prior to serving food in public.*

Sanitation Act
972-287-2050

Name of Food Booth _____

#	Item	Initial When complete
1	FOOD BOOTH CONSTRUCTION a. The booth must have overhead protection. b. Booths set upon grass or dirt shall use plywood, tarp or other similar materials on the floor.	
2	HANDWASHING FACILITIES The hand wash station must be up within each booth and must have: a. 5-gallon container with a free-flowing spigot. b. Catch bucket to collect wastewater. c. Liquid soap pump-style dispenser, and d. Single-use sanitary towels (paper towels)	
3	UTENSIL WASHING FACILITIES a. Three containers must be used to wash, rinse, and sanitize equipment and utensils. b. Sanitizing solution must be 50 ppm for chlorine. c. Test strips must be provided at each booth.	
4	TEMPERATURE CONTROL OF POTENTIALLY HAZARDOUS FOOD a. Cold food must be maintained at 41 degrees °F or below. b. Hot food must be maintained at 135 degrees °F or above. c. A thermometer to measure food temperature must be located in each booth.	
5	BBQ FACILITIES a. The barbeque shall be located outside the booth. All food cooked on the barbeque must be taken back inside the booth for portioning or slicing. The barbeque must be located away from the public and adequately barricaded to prevent accidental contact.	
6	FOOD HANDLING a. Food prepared or stored in a private residence is prohibited. b. All food preparation shall take place within an approved food facility or food booth. c. Food contact surfaces are clean and are in good condition (smooth & easily cleanable). d. Food Handlers shall follow proper hand washing practices, wear clean clothes, properly restrain hair, and be in good health. e. Bare hand contact with ready to eat food is prohibited. Serving utensils, disposable plastic gloves, or tissue are used to prevent bare hand contact with food.	
7	FOOD PROTECTION a. Condiment must be in pumps, squeeze containers, or have self-closing covers or lids. b. Ice used for refrigeration is not used for beverages. c. All food, beverages, equipment and food contact surfaces shall be stored, displayed and served in such a manner as to be protected from contamination.	
8	DOCUMENTATION a. The Temporary Food Permit is posted in public view. b. Person on site with Food Manager Certification. c. Each employee must have Food Handler Certification.	
9	WASTEWATER a. Liquid waste is disposed into an approved sewage system or holding tank. Wastewater may not be disposed of onto the surface of the ground.	
10	GARBAGE/REFUSE a. Garbage and refuse are stored in leak proof container.	

#	Artículo	Inicial Cuando completa
1	LA CONSTRUCCION DEL PUESTO DE ALIMENTOS a. El puesto de alimentos debe contar con la protección del techo. b. El puesto de alimentos establecido sobre césped o tierra deberá utilizar Madera contrachapada, lona u otros materiales semejantes en el suelo.	
2	INSTALACIONES DE LAVADO DE MANOS La estación de lavado de manos debe ser en cada puesto y debe tener: a. Recipiente de 5 galones de agua con un grifo de flujo libre. b. Una cubeta para poder colectar el agua sucia. c. Jabón de liquidó con pompa. d. Toallas de papel desechables.	
3	INSTALACIONES PARA EL LAVADO DE UTENSILIOS a. Tres contenedores (cubetas) deben ser utilizados para lavar, enjuagar y desinfectar los equipos y utensilios. b. Solución desinfectante debe ser de 50 ppm de cloro. c. Las tiras de prueba deben ser provistos en cada puesto de alimentos.	
4	CONTROL DE LA TEMPERATURA DE LOS ALIMENTOS PROTECIAMENTE PELIGROSOS a. Los alimentos frios deben mantenerse a 41 °F o menos. b. La comida caliente debe mantenerse a 135 °F o mas. c. Se debe colocar en cada puesto un termometro para medir la temperatura de la comida.	
5	BBQ (PARRILLAS) a. El puesto de BBQ se debe encontrar fuera de la cabina. Toda la comida cocinada en la parrilla de BBQ debe ser llevado de vuelta adentro de cabina para poder cortar y distribuir. La parrilla debe estar ubicado lejos del público y adecuadamente barricadas para poder evitar el contacto y accidenté con el público.	
6	MANIPULACION DE ALIMENTOS a. Está PROHIBIDO las Preparaciones de alimentos y el almacenado en una residencia privada. b. Todos los alimentos deben prepararse en un establecimiento de comida aprobado o puesto de comida. c. Superficie de contacto con alimentos que estén limpias y estén en buenas condiciones (LISO Y FACIL DE LIMPIAR). d. Los manipuladores de alimentos deben seguir las prácticas de lavado de manos, usar ropa limpia, asegurar correctamente el pelo, y estar en buen estado de salud. e. El contacto directo con las manos a los alimentos listos para comer está prohibido. Utensilios para servir, guantes de plástico desechables, o tejido se utilizan para evitar el contacto de las manos con los alimentos.	
7	PROTECCION DE LOS ALIMENTOS a. Condimentos deben estar en bombas, apriete contenedores, o tener cubiertas de cierre automático o tapas, y tienen que estar con su nombre apropiado. b. El hielo utilizado para la refrigeración no se utiliza para bebidas. c. Todos los alimentos, bebidas, equipos y superficies en contacto con alimentos deben ser almacenados, expuestos y servidos de una manera tal que esté protegido contra la contaminación.	
8	DOCUMENTACION a. El <u>permiso temporal</u> de alimentos debe ser puesto en a la VISTA PUBLICA. b. Persona en el sitio con el Gerente de Certificación de Alimentos. c. Cada empleado debe tener un certificado de Manipulador de Alimentos Certificación.	
9	AGUA SUCIA a. Los residuos (líquidos sucios) se descasan en un sistema de aguas residual (comercial) aprobado o depósito de aguas residuales. Aguas Residuales no se puede disponer de sobre la superficie de la tierra.	

Texas Food Establishment Rules (TFER)

§228.222. Temporary Food Establishments.

(a) General. The regulatory authority may impose additional requirements to protect against health hazards related to the conduct of the temporary food establishment, may prohibit the sale of some or all time and temperature control for safety foods (TCS foods), and when no health hazard will result, such as children's neighborhood beverage stands, may waive or modify requirements of this chapter.

(1) Foods that are not prepared on-site or that require extensive preparation or cooking must be prepared at a licensed food establishment.

(2) Each temporary establishment may be required by the regulatory authority to have at least one person on-site who has a minimum of an accredited food handler certification.

(3) Hot and cold holding equipment. Equipment for cooling or heating food and holding cold or hot food shall be adequate in number and capacity to provide food temperatures as specified in Food Code Subparts 3-401-403 and 3-501

City of Seagoville
702 N. Hwy 175 Seagoville, TX 75159
972-287-2050

Health Department Checklist for Temporary Events/Flea Market

Vendor Name: _____ Date: _____
(Last, First Name)

Event: _____ Date of Event: _____
(Name or Place of Event)

Requirements:

Menu

1. High risk- Extensive preparation, serves a variety of food types.
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Central Preparation Facility

1. Seagoville City Limit-**Letter and proof of kitchen usage and hours.**
2. Outside of City Limit-**Recent Health inspection report/food permit**

Food Manufacturers- Submit a copy of the state manufacturer's license with the application.

Home preparation or storage of food is not allowed. Cottage Food Law is excluded from this process

Process:

Interview with Health Department: _____
(Date and time)

Food Manager Certification: Yes or No

Menu of Food Items provided: Yes or No

Proof of Central Preparation Facility: _____

Proof of Mechanical Refrigeration Unit: Yes or No.

Booth construction: Under the Tarp or Pavilion (Walls and Ceiling): _____

FOR OFFICE USE ONLY:

APPROVED / DENIED

Proposed
Permitting
process to
comply with
the State Law

Interview with Health Department

Menu of food items to be served to determine the risk.

Equipment that will be used, Mechanical unit for cold and hold holding.

Date, Hours of food service operation and address of the events

Food source, food preparation, food handling, food and cleaning supplies
transportation and temperatures requirements

Booth structure, Handwash station, **wastewater disposal, grease disposal**,
Hygiene, Food handler certification.

Adequate knowledge of food handling and sanitation practice in order for a
permit to be issued.

drug as defined by the Texas Food, Drug and Cosmetic Act.

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D. Applications must be received in this office at least five (5) working days prior to

copy of the last health inspection report conducted by the regulating authority. Vendors that do not have their own licensed kitchen will need to provide a permission letter from the owner of the kitchen where the food items will be prepared or stored.

G. **Food Manufactures** must submit a copy of the state manufacturer's license along with the application.

H. Vendors must provide a copy of the invitation or letter from the event organizer granting permission to take part in the event.

I. Caterers located outside of the City of Seagoville, which provide food for public or private events must register with this department as an "Out-of-Town Caterer". All caterers must be approved by the City of Seagoville and permitted by the appropriate regulatory authority.

J. Cottage Food Vendors must comply with current State and Local regulations.

II. Food

A. Only foods which are pre-approved and require minimal handling will be considered. *No slicing, dicing or cutting of food products onsite (cooked hamburgers and fajitas may be sliced on the cooking surface). Temperature Controlled for Safety (TCS) food items will be limited to six items. TCS foods include meats, eggs, dairy products, rice, beans, potatoes, etc.

B. Seafood and poultry are only allowed under **two** conditions:
1. Raw product must be pre-cut, breaded and frozen, and go from the freezer to the deep fryer or
2. Product must be pre-cooked.

C. The only TCS food items allowed to be cooked on-site from a raw state are those which are fast cooking, such as:
1. Pre-formed hamburger patties
2. Beef fajitas
3. Sausages, hotdogs, etc.

D. All other TCS items must be prepared and cooked at a permitted food facility that

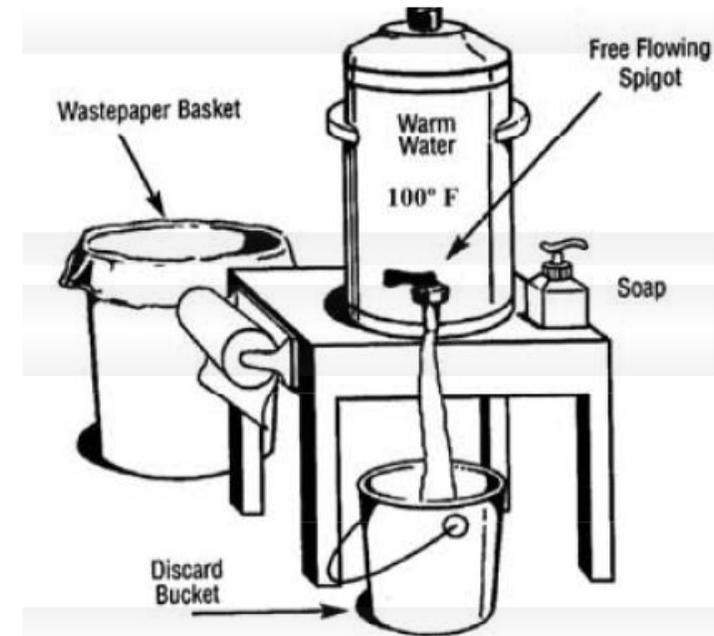
TEMPORAY FOOD ESTABLISHMENT GUIDELINES

III. Structure

- A. All temporary food establishments are required to have approved flooring, which may include concrete, asphalt, or tight-fitting plywood.
- B. All stands must have a suitable overhead covering for food preparation, cooking, utensil washing and serving areas. Covering must meet Seagoville Fire Code requirements. A table skirt or other form of protection is recommended to protect food, single service articles and utensils.
- C. All grills must have overhead covering while in use.
- D. Fire extinguishers must be present if using equipment with open flames. If propane is used during the event a fire permit is required. Propane tanks for grills or other pressurized tanks, such as those used for fountain soft drinks, must be secured so they cannot fall and damage valves.
- E. Booths must have barriers to protect food and prevent customers from entering.. into the booth.

IV. Sink Requirements

- A. Temporary food establishments that operate for **96 hours or less** and do not have conveniently available hot and cold running water and sanitary sewage facilities **MUST FURNISH THE FOLLOWING FACILITIES**, when food items are not pre-packaged.
- B. Hand washing facilities, which are conveniently located are required for all establishments which handle food. Must provide **FLOWING WATER** to be used for hand washing and a collection basin (bucket) for wastewater. Must set up hand wash facilities **BEFORE** setting up booth and preparing food. Coffee urns, drink coolers, or bottled water with a spigot are examples of what is required. At least a five (5) gallon potable water capacity should be available. Soap and paper towels must also be available.



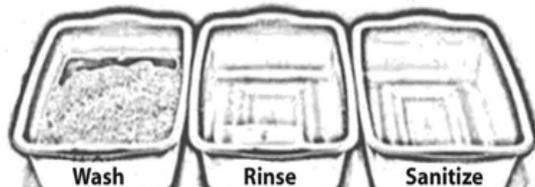
Home Preparation or Storage of Food is Not Allowed

A sanitizer solution container must be provided to sanitize clean utensils and equipment. The required residual of 50-100ppm chlorine may be obtained by placing one (1) tablespoon of regular household bleach in one (1) gallon of water for the sanitizer. Other approved sanitizers may be used. Test papers must be provided to ensure that proper sanitizer concentration is achieved. All utensils must be taken to a commissary location daily to be properly washed, rinsed and sanitized.

- D. All wastewater from sinks, steam tables, buckets, etc. must be disposed of into a sanitary sewer system or in a manner that is consistent with the Liquid Waste Disposal Code Requirements.
- E. All wiping cloths must be stored, between uses, in an approved sanitizer solution at the proper concentration. If chlorine is used as the sanitizer, a solution of one hundred (100) parts per million is required. Chemical test strips for the approved sanitizer being used must be maintained on site to ensure the proper concentration of the sanitizer.
- F. Those establishments which operate **more than 96 hours or 4 days or more** and serve food products other than pre-packaged items MUST PROVIDE HOT AND COLD RUNNING WATER sufficient for employee hand washing and for the cleaning and sanitizing of utensils and equipment.



Proper Set-Up



Mechanical holding units are required in each booth to ensure that proper temperature is maintained. Canned heat (sterno) is **not** allowed for maintaining hot food temperatures outside. Ice chests are **not** allowed for maintaining cold food temperatures. A metal stem thermometer must be provided where necessary to check the internal temperatures of hot and cold foods. Thermometers must be accurate to + 2° F.



- B. **Open and unprotected displays of food are not allowed.** When using chafing dishes, only hinged-lid types will be allowed so that at least half of the food remains covered at all times.
- C. READY-TO-EAT (RTE) FOOD CAN NOT BE TOUCHED WITH BARE HANDS. A barrier must be provided between the bare hand and the ready-to-eat food. Examples of physical barriers include: gloves, deli tissues, tongs, ladles, spatulas, forks, etc.
- D. Food handlers must not have infected cuts, lesions, or open wounds. Food handlers with upper respiratory symptoms such as constant coughing or sneezing or food handlers with gastrointestinal symptoms such as cramps, vomiting and diarrhea must be restricted from handling food.
- E. All condiments, including onions, relish, sauces, peppers, catsup, mustard, etc., that is available for customer use must be in self-service packets or be dispensed from approved sanitary dispensers.
- F. All foods, food containers, utensils, napkins, straws and single service articles must be stored at least 6" off the floor and adequately protected from splash, dust, insects, weather or other contamination sources.
- G. When self-service ice dispensers are not provided, ice scoops are required. Ice used for human consumption must be stored separately from ice used to refrigerate drink bottles, cans or cartons. Ice storage units must be drained to a wastewater receptacle or a sanitary sewer system to prevent submergence of beverage containers into melted ice.
- H. Effective hair restraints, including hairnets and caps are required in food preparation and serving areas. Food, beverage and tobacco consumption is prohibited inside food booths. Gum chewing is also prohibited in food preparation and serving areas.

to keep them clean, even though disposable gloves may be used. Nails must be closely trimmed and maintained. **No sculptured nails or chipped nail polish is allowed.**

- J. Animals are prohibited from being within fifty (50) feet of a temporary food establishment or food service area.

Temporary event food service requires special consideration and planning of structures, transport, hygiene and food safety to safeguard public health. It is the intent of this guideline to assist food vendors to operate in compliance with regulations, provide food that is safe to consumers, and prevent the spread of foodborne illness. For more complete information, please refer to the current version of the Texas Food Establishment Rules.

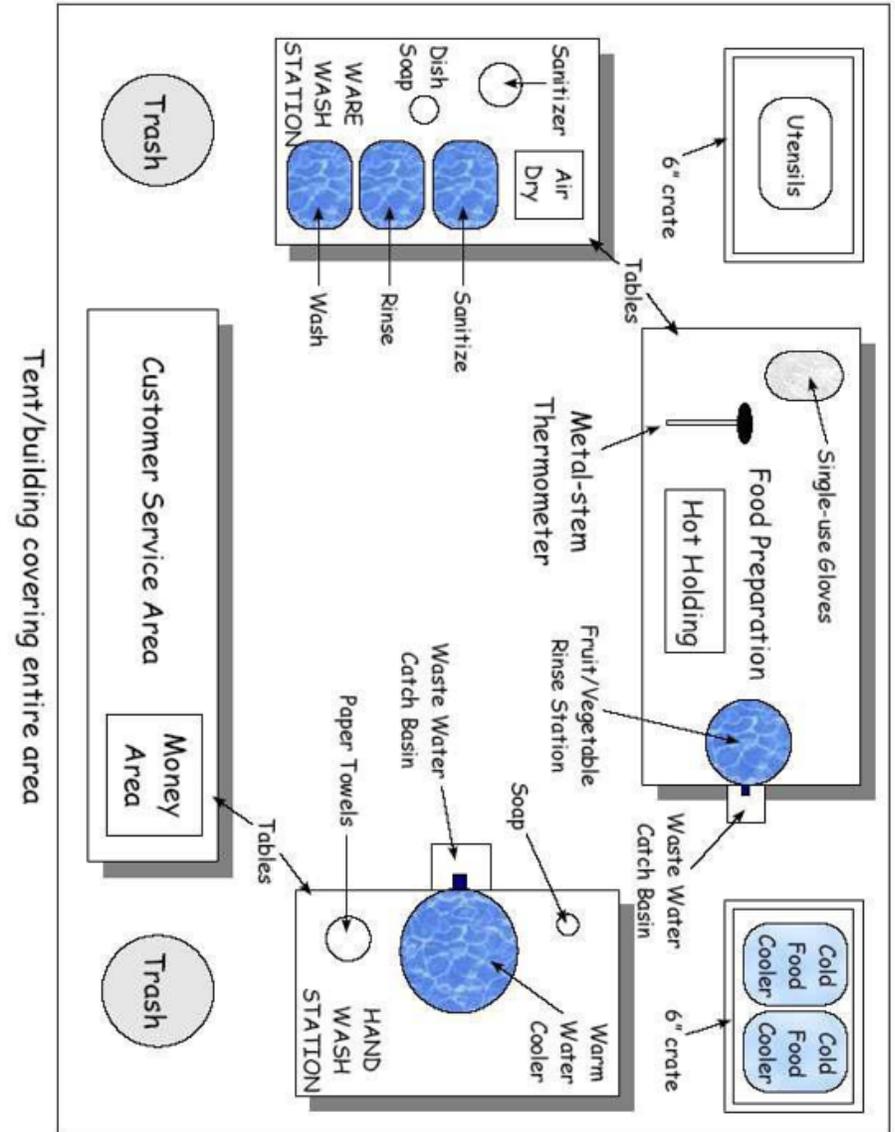
Temporary Food Establishment permits are issued “in person” or “by mail” (not by phone or electronically), so you will have the opportunity to discuss any questions. Before applying for a permit, please decide on the following:

- The complete menu including beverages.
- The booth structure (whether provided by the event sponsor or the vendor).
- The equipment that will be required, including a hand washing method.
- Methods to maintain hot and cold product temperatures.
- How all foods will be transported and stored.
- Where and how clean up of equipment will be done.
- Identification of the person who will be in charge of the booth.

Failure to comply with these regulations may result in the closure of the food establishment, revocation of the permit and/or municipal court citations. Food unfit for human consumption may be reconditioned, impounded, destroyed or denatured.

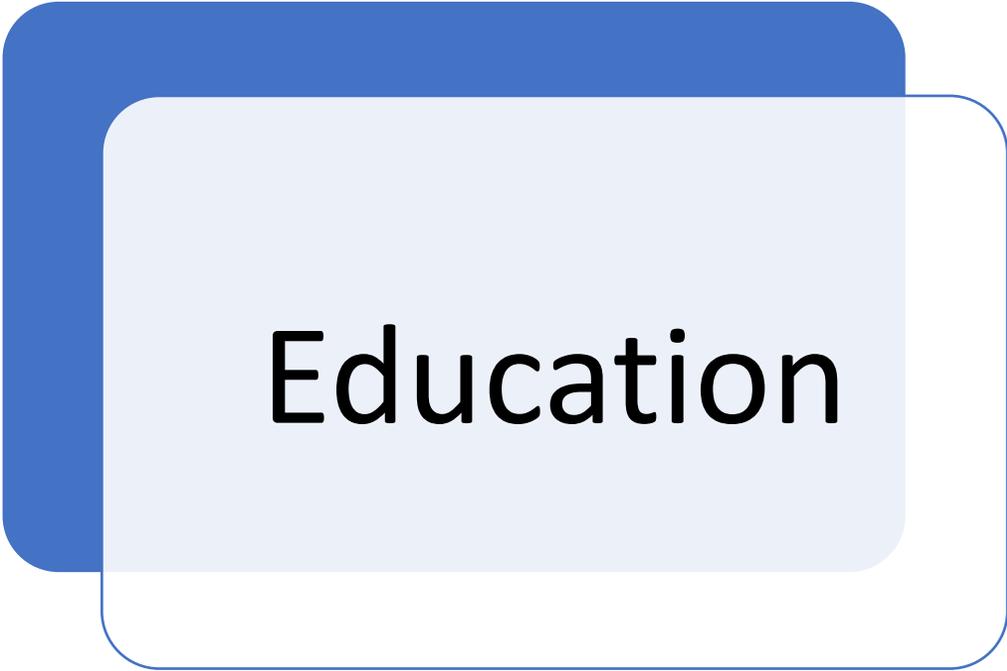
Home Preparation or Storage of Food is Not Allowed

SAMPLE DRAWING/LAYOUT





The goal of Health Department



Education



Public health
and Safety

Regular Session Agenda Item: 7

Meeting Date: May 15, 2023

ITEM DESCRIPTION:

Receive a presentation of City of Seagoville's 2nd Quarter Financial Report for Fiscal Year 2023.

BACKGROUND OF ISSUE:

Gail French, Director of Finance presents the City's 2nd quarter financial report for FY 2023.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

None

EXHIBITS:

FY 2023 2nd Quarter Financial Reports
Council Power Point Presentation



Memo

Date: May 8, 2023
To: Pat Stallings, City Manager
From: Gail French, Director of Finance
Subject: Mar 2023 Financial Reports

This memo accompanies the March 2023 Revenue and Expense Reports for the City of Seagoville, and highlights selected financial activities for the first six months of FY 2023. The first six months of the fiscal year represent 50% of the total fiscal year, and this memo provides an explanation of variances from that standard.

General Fund

Revenues: General fund total revenue for the first 6 months of the fiscal year is above budget expectations (actual 88.6% vs. expected 50%). The current year fiscal **Property tax** revenue collections are in line with last year's collection rate (102% vs. 103.8%). **Sales Tax** revenue collections are above budget expectations (63.2% vs. 50%). Sales tax revenues continued to hold strong as the city brings on more businesses. In **Franchise Fee** revenue, the comparative collection trend for FY 2023 vs. FY 2022 appears below:

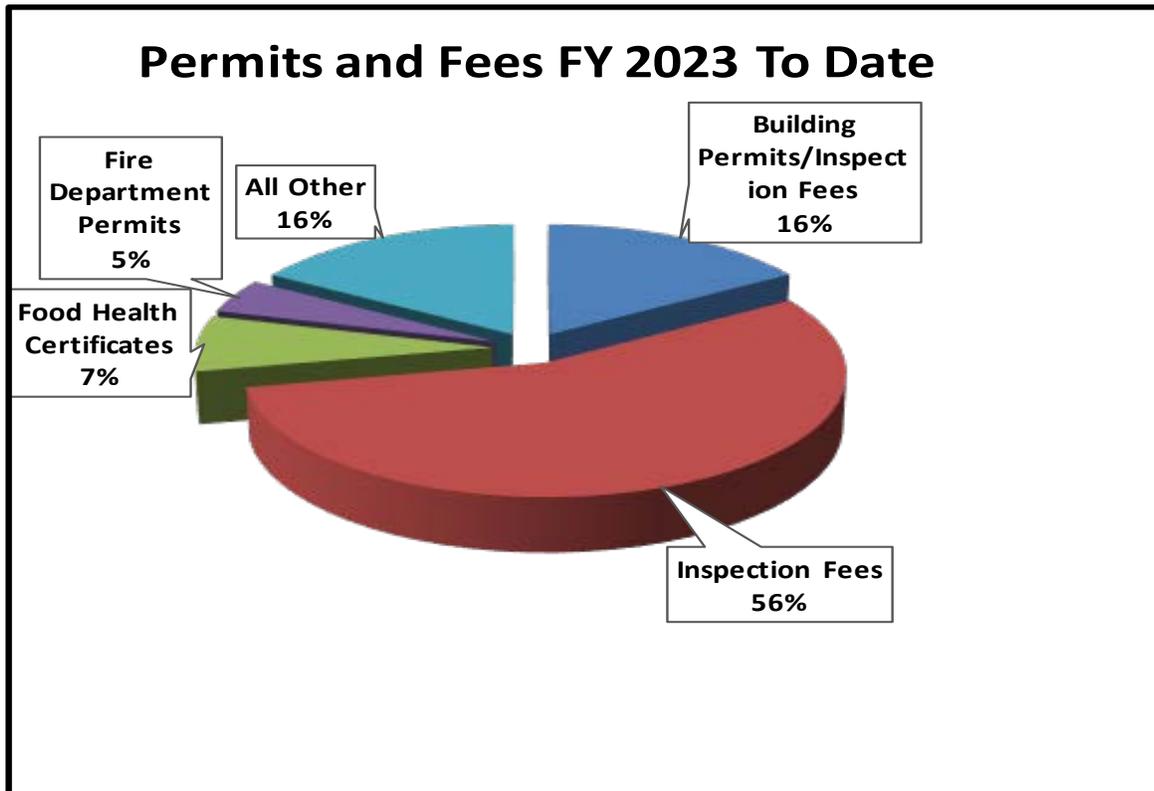
Description	FY 2023 Amount	FY 2022 Amount	Increase (Decrease)
Electricity	\$ 224,839	\$ 212,694	\$ 12,145
Gas	118,191	92,146	26,045
Cable	6,452	7,759	(1,307)
Telephone	10,152	9,137	1,015
Sanitation Services	42,692	32,515	10,177

Telephone Franchise Fees are up compared to this time last year despite state legislation reducing the amount of revenue available for cities to collect. **Franchise Fee** receipts in total are higher than budget expectations. **(62.9% vs. 50.00%)**

Permits & Fees There were approximately 221 permits issued for the current fiscal year. Two hundred were for Residential permits issued for a total of \$116,898.75. Twenty-seven of those were for new construction mainly with Shepherd Place Homes. There were 21 Commercial permits issued for a total of \$22,767.95.

The following is a comparison of FY 2023 revenue vs. FY 2022:

Description	FY 2023 Amount	FY 2022 Amount	Increase (Decrease)
Building Permits/Inspection	\$ 115,435	\$ 280,324	\$(164,889)
Inspection Fees	\$ 396,751	\$ 10,863	\$ 385,888
Food Health Certificates	\$ 52,535	\$ 42,175	\$ 10,360
Fire Department Permits	\$ 32,070	\$ 29,670	\$ 2,400
All Other	\$ 115,930	\$ 30,632	\$ 85,297



Sanitation revenue is above budget expectations (56.5% actual vs. 50% expected). The FY 2023 YTD revenue amount exceeds the FY 2022 YTD revenue amount (\$623,456 vs. \$606,242).

Senior Activities revenue usually has an approximate 45-day lag between the end of the month and actual revenue received from the Dallas Council on Aging, however, in the past

year the lag has been several months. **Fines** revenue reflects increased court enforcement activity from public safety contacts.

Total revenues for the fiscal year are \$11,770,148 or 88.6% of budget. This is \$1,868,995 higher than the total General Fund revenues for the previous fiscal year (\$9,901,153). This is mainly due to the Property Taxes, Sales Taxes and Permit Fees received compared to last year.

Expenditures: Total General Fund expenditures are within budget expectations (49% actual vs. 50% expected).

Streets department expenditures are up mainly due to paving supplies and traffic signs.

Information Technology is up due to an increase in Cyber Security protection and IT services from Baxter Consulting.

Non departmental is slightly above expectations mainly due to the annual premium payment to TML for workers' compensation and property/casualty insurance.

Debt Payment (Quint) is the annual payment on the financing to acquire the quint fire vehicle.

Use of Fund Balance Projects includes **Firefighting equipment (\$78,715)** which includes the acquisition of SCBA Air Packs & Bottles; TECGEN51 Level 3 Coats 24, Pants, and Gear; and a Standpipe Bag Kit. **Police Equipment (\$104,294)** which includes Watchguard Video Body Cameras (will be reimbursed 75% with grant funds) and three Drones.

Transfers include \$469,733 to the Street Maintenance Fund and \$42,000 to the Vehicle Replacement Fund and \$625,000 to the Capital Projects Fund.

Water and Sewer Fund (Fund 20)

Revenues: Total Water and Sewer Fund revenues are above budget expectations 52.5% vs. 50.0%). **Water** sales usually accelerate during the summer depending upon the weather conditions. **Penalties and Interest** generated from late customer payment. **Pretreatment Sewer Revenue** charges to a few of our industrial customers to cover the cost of wastewater pretreatment required by the state to ensure the prevention of harmful materials entering the water system. **Penalty Fees** are higher than anticipated due to a renewed commitment to enforcement activities against delinquent customers.

Expenditures: The year-to-date expenditure trend is within expectations (48.4% actual vs. 50.00% expected).

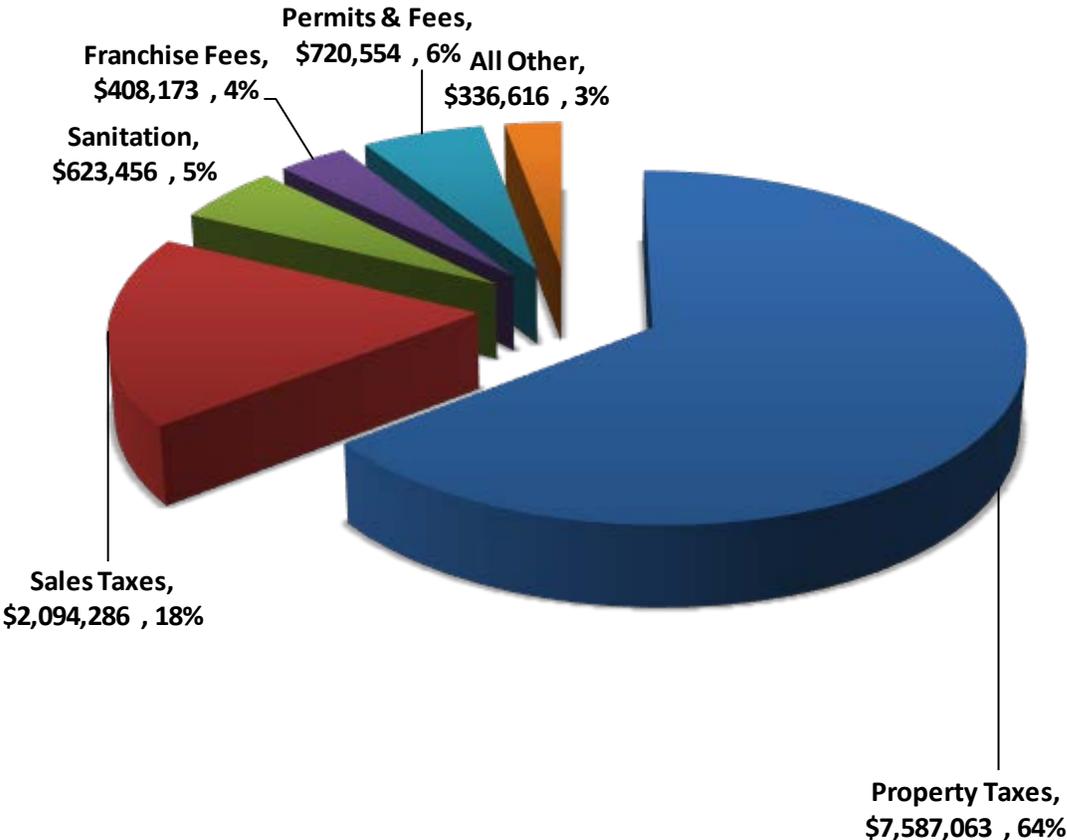
**GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES
AS OF 03/31/23
50% OF BUDGET YEAR**

	Adopted Budget	Year to Date	% tage of Budget
REVENUES:			
Property Taxes	\$7,441,091	\$7,587,063	102.0%
Sales Taxes	3,312,861	2,094,286	63.2%
Franchise Fees	648,567	408,173	62.9%
Sanitation	1,104,000	623,456	56.5%
All Other	<u>783,155</u>	<u>1,057,170</u>	135.0%
TOTAL REVENUES	\$13,289,674	\$11,770,148	88.6%
Transfers In:	393,136	210,368	53.5%
EXPENDITURES:			
Public Safety	\$7,283,476	\$3,407,801	46.8%
Community Development	1,850,114	892,758	48.3%
Community Services	1,606,508	728,475	45.3%
General Government	1,292,490	673,172	52.1%
Non departmental	<u>476,250</u>	<u>377,119</u>	79.2%
TOTAL EXPENDITURES	\$12,508,838	\$6,079,325	48.6%
One Time Use of Fund Balance	1,882,573	1,394,656	74.1%

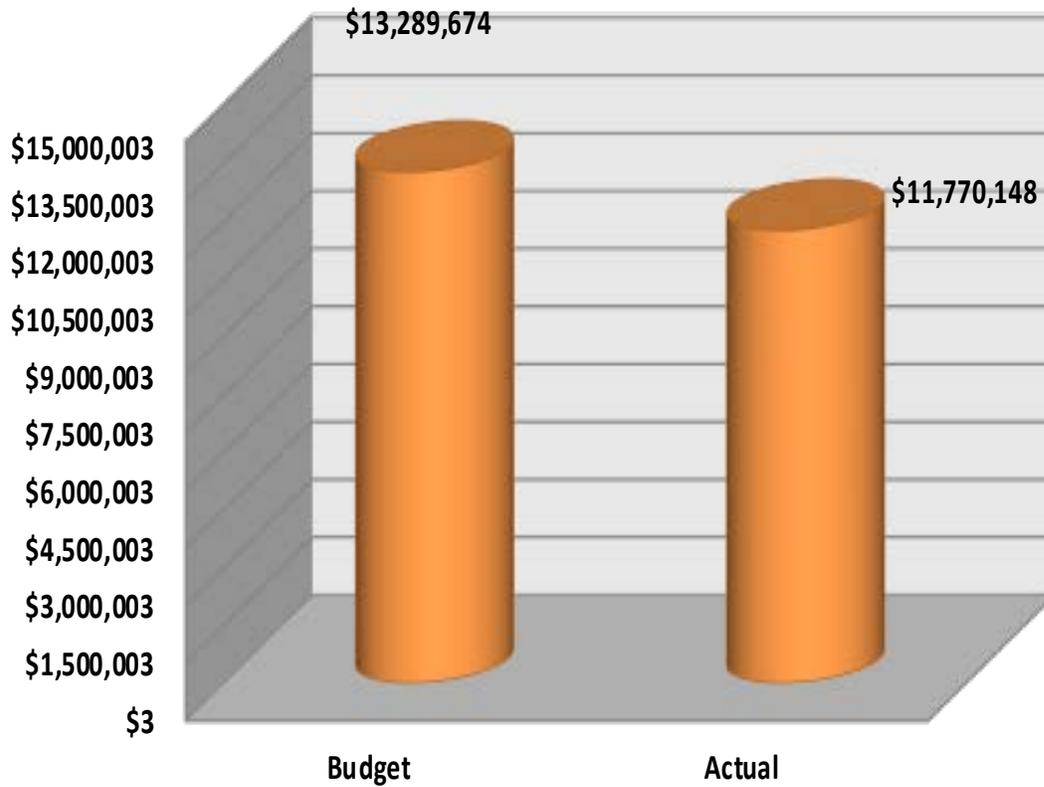
**GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2022-23
AS OF 03/31/23
50 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
Revenues:						
Property Taxes	\$6,119,484	\$6,352,231	103.8%	\$7,441,091	\$7,587,063	102.0%
Sales Taxes	\$3,125,108	\$1,878,559	60.1%	\$3,312,861	\$2,094,286	63.2%
Franchise Fees	\$619,150	\$358,790	57.9%	\$648,567	\$408,173	62.9%
Permits & Fees	\$436,655	\$393,664	90.2%	\$402,655	\$720,554	179.0%
Sanitation	\$1,104,000	\$606,242	54.9%	1,104,000	\$623,456	56.5%
Senior Activities	\$44,000	\$38,400	87.3%	50,000	\$30,258	60.5%
Fines	\$290,000	\$191,075	65.9%	\$287,500	\$251,839	87.6%
Interest	\$10,000	\$1,993	19.9%	6,000	\$42,973	716.2%
Other Grants	\$145,749	\$64,308	44.1%		(\$11,665)	0.0%
SG&A Recovery SEDC	\$100,000		0.0%	\$27,000	\$13,500	50.0%
Miscellaneous	\$30,000	\$15,890	53.0%	\$10,000	\$9,711	97.1%
2021 Cov Fiscal Rcvy Grant						
Total Revenues	\$12,024,146	\$9,901,153	82.3%	\$13,289,674	\$11,770,148	88.6%
Transfers In:	\$379,904	\$203,752	53.6%	\$393,136	\$210,368	53.5%

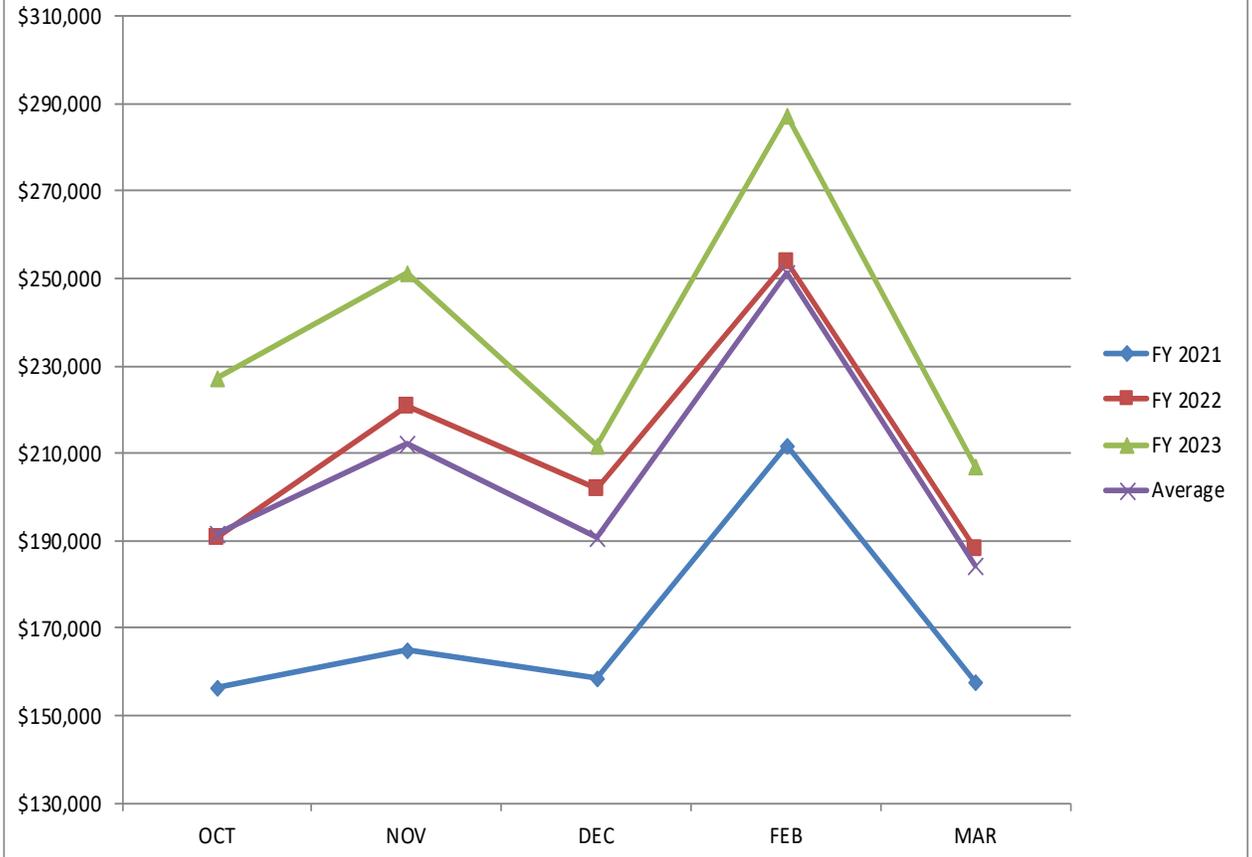
**General Fund Revenues
2nd Quarter, FY 2023
Total \$11,770,148**



Year to Date Revenue Comparison General Fund

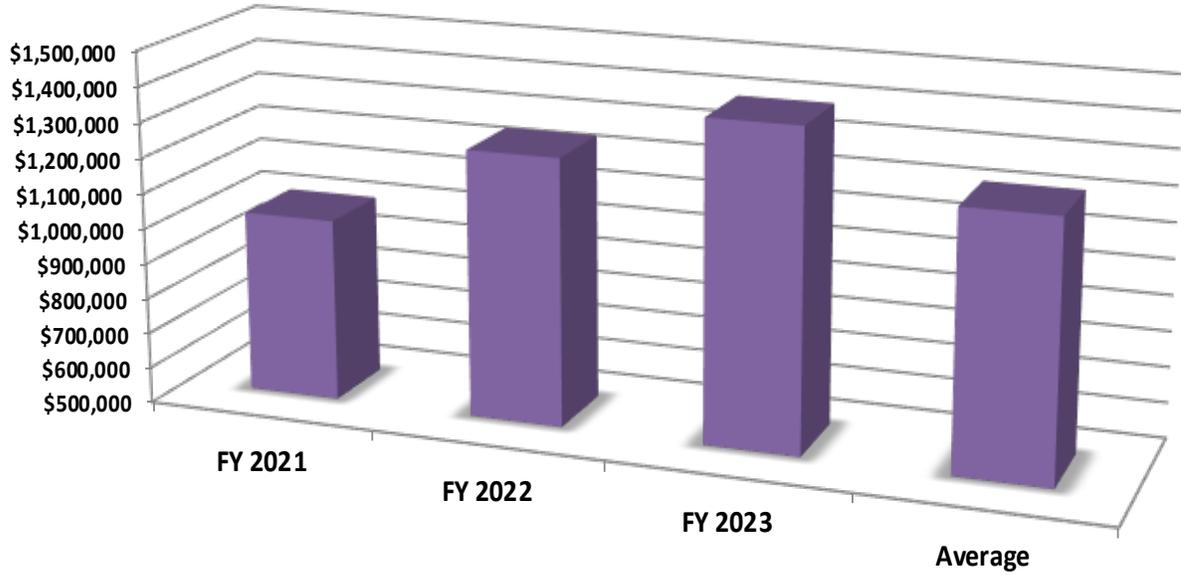


General Fund Sales Tax Comparison



	FY 2021	FY 2022	FY 2023	Three Year Average
OCT	156,466.05	190,825.92	227,390.01	191,560.66
NOV	165,176.32	220,810.91	251,254.88	212,414.04
DEC	158,595.92	201,749.86	211,940.69	190,762.15
JAN	163,822.10	196,537.55	211,131.80	190,497.15
FEB	212,017.52	254,002.15	287,175.08	251,064.91
MAR	157,843.43	188,038.12	207,298.31	184,393.28

Fiscal Year to Date Comparison - Sales Tax



	FY 2021	FY 2022	FY 2023	Three Year Average
Fiscal Year To Date	1,013,921.33	1,251,964.50	1,396,190.75	1,220,692.19



Sales & Use Tax Monthly Summary General Fund

March, 2023

History by Month					
Month	FY 20-21	FY 21-22	FY 22-23	Inc/(Dec) From Last Year	Percent +/-
October	\$ 156,466.05	\$ 190,825.92	\$ 227,390.01	\$ 36,564.09	19.2%
November	\$ 165,176.32	\$ 220,810.91	\$ 251,254.88	\$ 30,443.97	13.8%
December	\$ 158,595.92	\$ 201,749.86	\$ 211,940.69	\$ 10,190.83	5.1%
January	\$ 163,822.10	\$ 196,537.55	\$ 211,131.80	\$ 14,594.25	7.4%
February	\$ 212,017.52	\$ 254,002.15	\$ 287,175.08	\$ 33,172.93	13.1%
March	\$ 157,843.43	\$ 188,038.12	\$ 207,298.31	\$ 19,260.19	10.2%
April	\$ 132,102.35	\$ 174,238.14	\$ -		0.0%
May	\$ 230,658.28	\$ 261,175.63	\$ -		0.0%
June	\$ 185,749.46	\$ 222,722.87	\$ -		0.0%
July	\$ 192,486.72	\$ 221,516.96	\$ -		0.0%
August	\$ 219,679.89	\$ 253,274.98	\$ -		0.0%
September	\$ 175,919.10	\$ 247,555.63	\$ -		0.0%
Total General Fund	\$ 2,150,517.11	\$ 2,632,448.70	\$ 1,396,190.75	\$ 144,226.25	11.5%

Actual to Budget					
GF Budget FY 2023				\$ 2,241,141	
	<u>PERCENT YTD</u>	<u>AMOUNT YTD</u>			
Target to Budget	50.00%	\$ 1,120,570.50			
Actual to Budget	62.30%	\$ 1,396,190.75			
Amount Over/(Under)		\$ 275,620.25			
Percent +/-		12.30%		<u>OVER/(UNDER)</u>	<u>% +/-</u>
September 30 Forecast			\$ 2,935,707	\$ 694,566	31.0%

Actual to Actual					
	FY 20-21	FY 21-22	FY 22-23	Inc/(Dec) From Last Year	Percent +/-
Year to Date	\$ 1,013,921.33	\$ 1,251,964.50	\$ 1,396,190.75	\$ 144,226.25	11.5%

Total Sales Tax & Distribution				
	General Fund	PTR	4B	Total
This Month	\$ 207,298.31	\$ 103,649.15	\$ 103,649.15	\$ 414,596.61
Year to Date	\$ 1,396,190.75	\$ 698,095.37	\$ 698,095.37	\$ 2,792,381.49

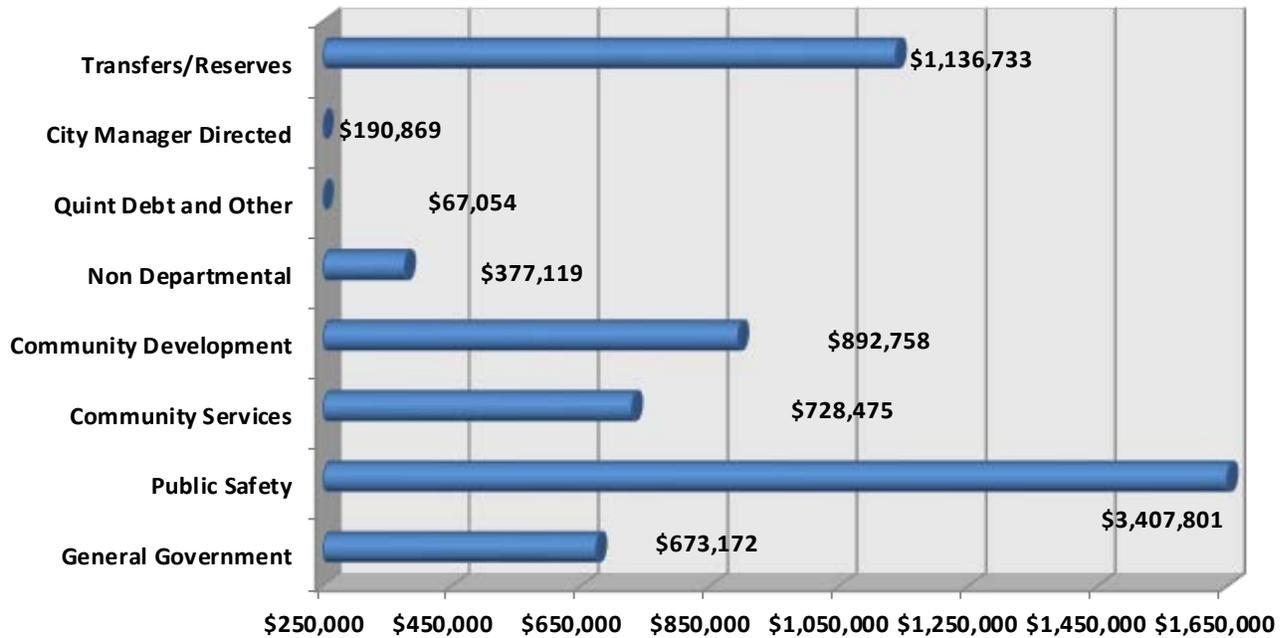
NOTE: SALES TAX IS RECEIVED FROM THE STATE TWO MONTHS AFTER THE ACTUAL SALE DATE.

**GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2022-23
AS OF 03/31/23
50 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
Expenditures:						
City Council	9,650	21	0.2%	9,650	663	6.9%
City Manager	268,913	136,248	50.7%	277,637	142,116	51.2%
City Secretary	149,173	79,426	53.2%	172,119	91,224	53.0%
Finance	388,341	213,378	54.9%	476,843	226,543	47.5%
Animal Services	181,507	83,525	46.0%	184,385	75,675	41.0%
Code Enforcement	207,761	61,801	29.7%	226,661	104,707	46.2%
Bldg Inspection/Services	472,169	301,748	63.9%	485,650	230,491	47.5%
Health Inspection	121,546	61,551	50.6%	121,653	58,061	47.7%
Police	2,973,531	1,343,513	45.2%	3,126,120	1,446,624	46.3%
Planning	122,965	16,850	13.7%	135,806	64,359	47.4%
Fire	2,643,920	1,287,271	48.7%	2,862,154	1,402,077	49.0%
Municipal Court	177,872	90,317	50.8%	197,828	100,720	50.9%
Library	237,960	121,319	51.0%	205,107	101,609	49.5%
Senior Center	210,708	88,484	42.0%	200,671	92,777	46.2%
Streets	464,405	211,888	45.6%	478,912	268,434	56.1%
Sanitation	955,927	418,755	43.8%	1,002,902	433,368	43.2%
Support Services	921,331	360,830	39.2%	936,694	384,259	41.0%
Parks	411,536	138,616	33.7%	401,432	166,705	41.5%
Emergency Medical Service	174,123	87,166	50.1%	174,123	99,167	57.0%
Information Technology	171,965	99,316	57.8%	178,500	126,475	70.9%
Human Resources	171,434	82,463	48.1%	177,741	86,151	48.5%
Non Departmental	450,913	291,560	64.7%	476,250	377,119	79.2%
Total Expenditures	11,887,650	5,576,045	46.9%	12,508,838	6,079,325	48.6%
Debt Payment (Quint)	67,500	67,054	99.3%	67,500	67,054	99.3%
PEG Reserves	6,700	-		6,700	-	0.0%
Transfers and Reserves	911,733	1,000,692	109.8%	1,493,192	1,136,733	76.1%
Use of Fund Balance Projects	1,047,476	391,651	37.4%	315,181	190,869	60.6%

5/9/2023 11:33

**General Fund Expenditures, Transfers and One Time
Fund Balance Outlays
2nd Quarter FY 2023
Total \$7,473,981**



General Government

City Council, City Manager, City Secretary, Information Technology, Human Resources and Finance

Community Development

Building Services, Code Enforcement, Streets, Parks, Planning

Community Services

Municipal Court, Library, Senior Center, Sanitation

Public Safety

Police, Fire, Ambulance, Support Services, Animal Services

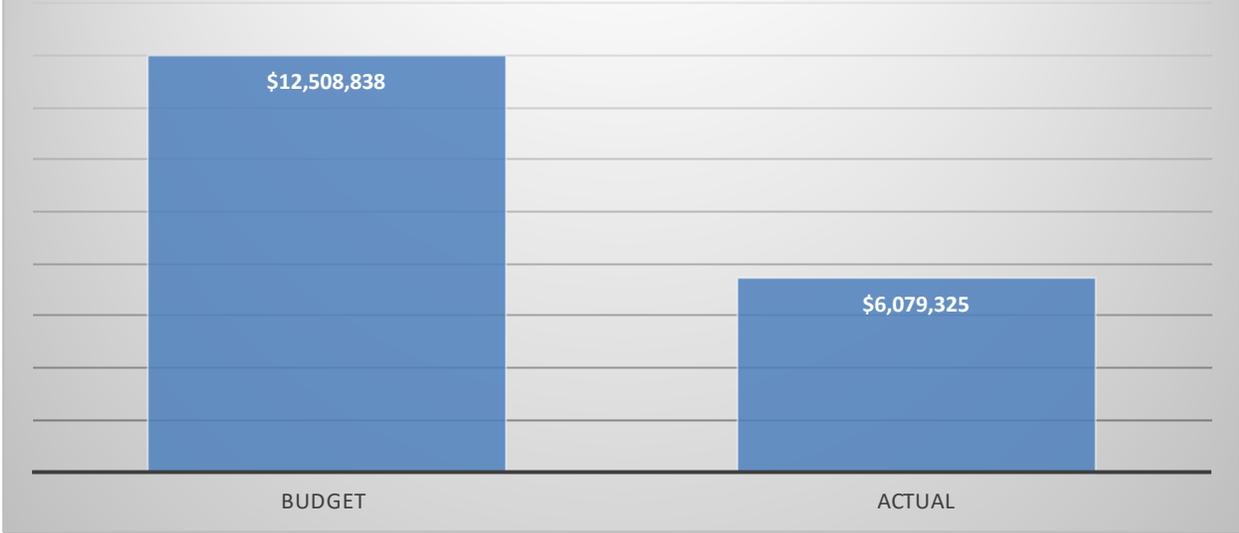
Transfers/Reserves

Transfers for Street Maintenance and Vehicle Replacement

**General Fund
Use of Fund Balance Projects
FY 2023**

	<u>Budget</u>	<u>Actual</u>
Police Equipment	53,063	104,294
Firefighting Equipment	92,810	78,715
Streets Dept Utility Trailer	8,060	6,860
Tuition Reimbursement	5,000	1,000
Animal Services Outdoor Kennel	35,000	
Building Improvement-City Hall Doors	13,469	
Building Improvement-Senior Center Window	16,200	
Emergency Siren Replacement	25,000	
Fire Vehicle Purchase	30,329	
Support Electronic warrants	11,250	
Update to the City zoning map	25,000	
Total	315,181	190,869

Year to Date Expenditure Comparison General Fund



Budget	Actual
\$12,508,838	\$6,079,325

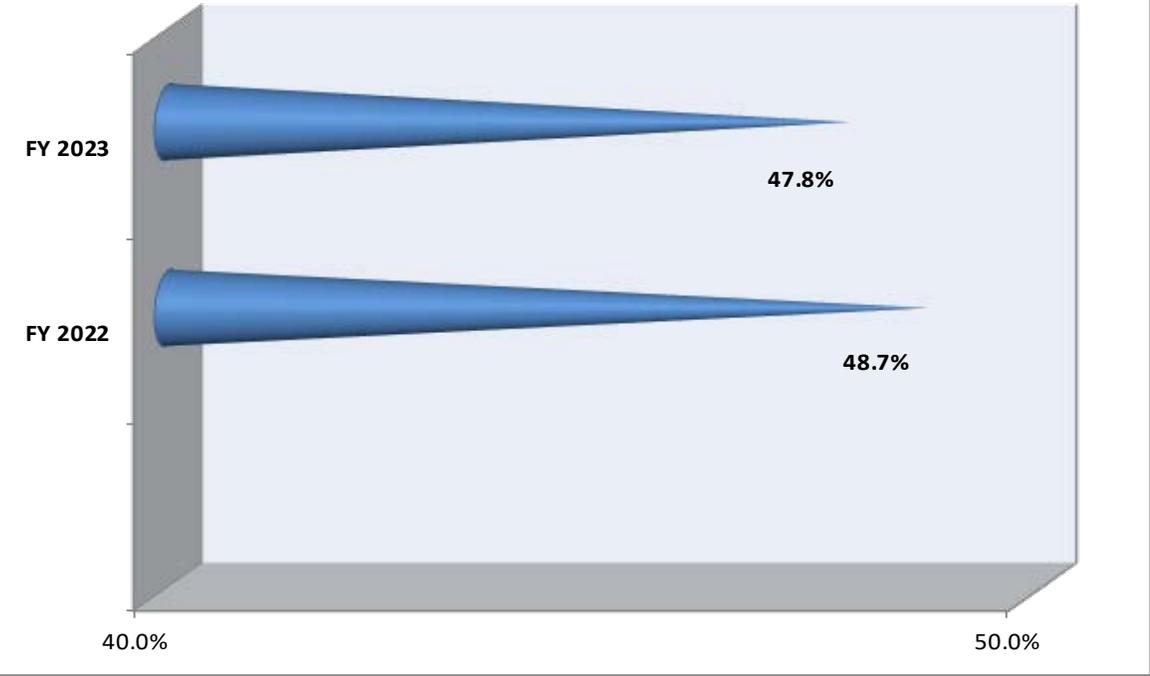
**WATER AND SEWER FUND
SUMMARY OF REVENUES AND EXPENDITURES
AS OF 03/31/23
50% OF BUDGET YEAR**

	Budget	Year to Date	% tage of Budget
REVENUES:			
Water Sales	\$3,999,381	\$1,913,033	47.8%
Sewer Sales	3,729,362	1,990,210	53.4%
All Other	<u>294,438</u>	<u>308,002</u>	104.6%
TOTAL REVENUES	\$8,023,181	\$4,211,246	52.5%
EXPENDITURES:			
Water Services	\$2,743,069	\$1,108,035	40.4%
Sewer Services	2,943,741	1,647,556	56.0%
Debt Service Transfer	1,131,077	565,539	50.0%
Non Departmental	184,019	50,373	27.4%
All Other	<u>576,047</u>	<u>295,505</u>	51.3%
TOTAL EXPENDITURES	\$7,577,953	\$3,667,008	48.4%
Use of Reserve	1,477,830	230,586	15.6%
Transfers Out	365,536	182,768	50.0%

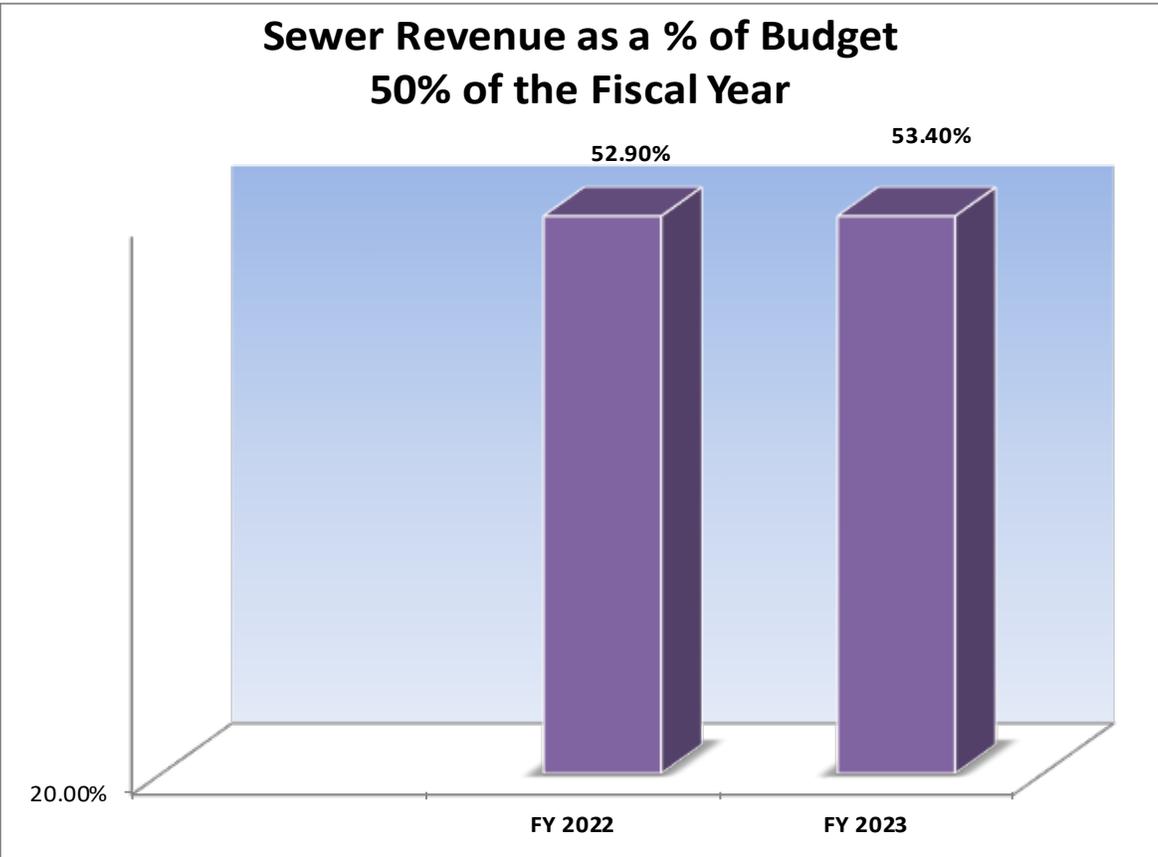
**WATER AND SEWER FUND
SUMMARY OF REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2022-23
AS OF 03/31/23
50 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
Revenues:						
Water Sales	\$3,794,159	\$1,846,819	48.7%	\$3,999,381	\$1,913,033	47.8%
Sewer Service	\$3,276,490	\$1,731,737	52.9%	\$3,729,362	\$1,990,210	53.4%
Outside Contractor Tap Fees	\$0	\$12,700	0.0%	\$0	\$21,350	0.0%
Penalties and Interest	\$160,000	\$139,029	86.9%	\$160,000	\$156,536	97.8%
Pretreatment Sewer Revenue	\$60,938	\$28,721	47.1%	\$60,938	\$28,721	47.1%
Reconnection Fees	\$50,000	\$28,125	56.3%	\$50,000	\$16,150	32.3%
Meter Installation	\$5,000	\$4,000	80.0%	\$5,000	\$11,050	221.0%
Online Payment Fee	\$7,500	\$4,273	57.0%	\$7,500	(\$367)	-4.9%
Interest Earnings	\$10,000	\$1,768	17.7%	\$10,000	\$48,985	489.9%
Miscellaneous	\$1,000	(\$1,604)	-160.4%	\$1,000	\$1,292	129.2%
Bank and NSF Fees	\$0	\$360	0.0%	\$0	\$831	0.0%
Water Tap Fees	\$0	\$8,400	0.0%	\$0	\$10,700	0.0%
Sewer Tap Fees	\$0	\$3,500	0.0%	\$0	\$6,250	0.0%
Care-Flite Fees	\$0			\$0	\$6,505	0.0%
Total Revenues	\$7,365,087	\$3,807,826	51.7%	\$8,023,181	\$4,211,246	52.5%
Transfers In:						
Expenditures:						
Utility Administration	\$228,306	\$116,084	50.8%	\$249,827	\$128,730	51.5%
Water Services	\$2,557,846	\$1,107,105	43.3%	\$2,743,069	\$1,108,035	40.4%
Sewer Services	\$2,765,961	\$1,387,335	50.2%	\$2,943,741	\$1,647,556	56.0%
Customer Services	\$301,313	\$173,521	57.6%	\$326,220	\$166,775	51.1%
Non Departmental	\$162,191	\$196,281	121.0%	\$184,019	\$50,373	27.4%
Debt Service Transfer	\$1,131,077	\$565,539	50.0%	\$1,131,077	\$565,539	50.0%
Total Expenditures	\$7,146,694	\$3,545,864	49.6%	\$7,577,953	\$3,667,008	48.4%
Transfers Out	\$352,304	\$176,152	50.0%	\$365,536	\$182,768	50.0%
Capital Outlay - Other Equip						
2 Kubota 60" zero turn mowers	21,450	-	0.0%			0.0%
3 Vehicles W&S-Constr Inspect	85,000	-	0.0%			0.0%
Aqua Metrics	-	44,598	0.0%	\$0	24,081	
Cityworks System	18,925		0.0%	\$18,925		0.0%
Open Gov Software Support	30,833	\$30,703	99.6%	\$30,833		0.0%
Water Rate Study	32,500		0.0%			
Scada System	96,940		0.0%			
EPA Mandates	20,200	\$12,067	59.7%	\$20,200		0.0%
Vehicles	68,000		0.0%	\$68,000	63,854	93.9%
Northern Basin Interceptor Eng	169,000	\$159,788	94.5%	\$100,000	\$37,502	37.5%
Capital Projects	400,000		0.0%	\$1,000,000	62,494	6.2%
Lift Station Condition Assessment	110,000	\$51,030	46.4%	\$110,000	\$6,143	5.6%
Jetter Trailer				\$82,526		0.0%
Dump Trailer				\$17,560	\$10,560	60.1%
Blue Diamond boom mower w/82" grapple attachment				\$29,786	\$25,951	87.1%

Water Revenue as a % of Budget 50% of the Fiscal Year



Sewer Revenue as a % of Budget 50% of the Fiscal Year



OTHER FUNDS: FINANCIAL SUMMARY
FOR FISCAL YEAR 2022-23
AS OF 03/31/23
50% of Budget Year

FUND #	FUND NAME	FY 2022 ACTUAL YTD REVENUES	FY 2023 ANNUAL REVENUE BUDGET	FY 2023 ACTUAL YTD REVENUES
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FY 2022 ACTUAL YTD EXPENDITURES	FY 2023 ANNUAL EXPENDITURE BUDGET	FY 2023 ACTUAL YTD EXPENDITURES
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ENTERPRISE FUNDS

ENTERPRISE FUNDS

21	W&S Debt Service	\$565,555	\$1,131,427	\$566,621
22	W&S Improvements	\$0	\$1,000,000	\$62,494
61	Storm Water	\$121,344	\$238,665	\$144,037
81	Group Insurance	\$529,645		\$698,170

\$695,521	\$1,131,077	\$688,662
\$3,696	\$1,000,000	\$13,332
\$74,602	\$65,260	\$97,820
\$529,678		\$698,170

SPECIAL REVENUE FUNDS

SPECIAL REVENUE FUNDS

29	Police Seizure State	-		
30	Police Seizure Federal			
32	Miscellaneous Grants	\$1,172	\$1,500	\$642
35	Recycle Revenue Fund	-	\$500	
36	Municipal Court	\$9,294	\$15,650	\$13,292
38	Park Development	-		
39	Hotel Motel Fund	\$28,258	\$40,000	\$18,280
42	Park Maintenance	780	\$2,000	\$1,140
45	Animal Shelter	\$2,011	\$3,000	\$0
46	Animal Shelter Building	\$0	\$0	\$1,371
47	Vehicle Replacement Fund	\$42,000	\$44,500	\$42,000
48	Technology Replacement	\$17,500	\$17,500	\$17,500
50	TLEOSE	\$1,625	\$2,000	\$1,704
56	Toy Drive Donations	\$0	\$0	\$397
58	Park Development Fund	\$0		
59	Developer Review Fund	\$0	\$0	\$0
72-79	Developers	\$80,000	-	\$59,071

-		
\$500	\$1,500	\$626
388	\$500	\$212
\$7,775	\$10,997	\$7,629
55,192.50		\$49,500
-	\$31,000	
17,370	-	\$0
-	\$3,000	-
-	-	-
259.95	\$38,813	
\$7,265	\$17,500	\$8,295
\$120	\$1,000	\$531
\$0	\$0	\$0
	\$0	\$0
\$0	\$0	\$22,084
18,812.44	-	\$16,401

DEBT SERVICE FUND

DEBT SERVICE FUND

2	General Debt Service	\$805,592	\$817,532	\$832,572
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\$533,247	\$874,912	\$555,081
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CAPITAL PROJECTS

CAPITAL PROJECTS

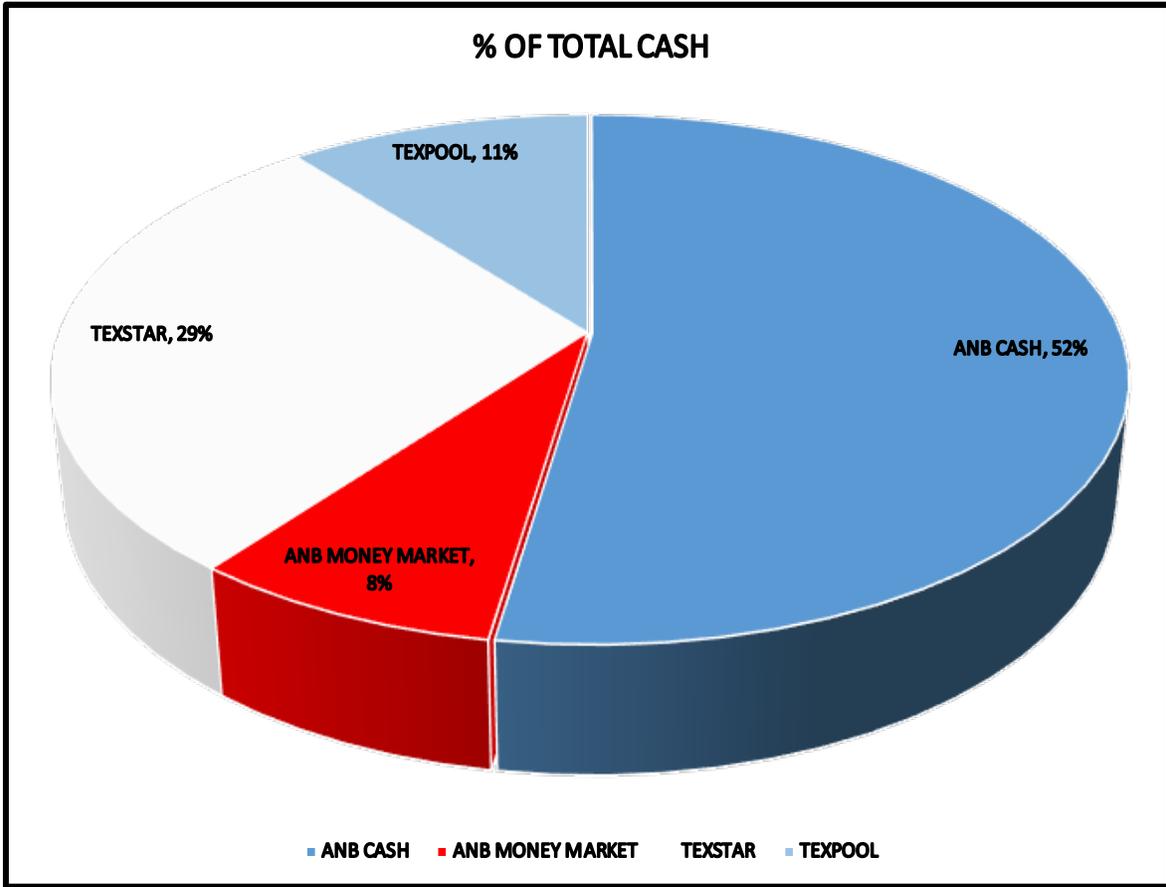
43	Street Maintenance	\$934,294	\$826,192	\$472,695
44	2019 Street Projects	\$86	\$0	\$609
55	Covid Loc Fisc Rcv Fund	93,372	-	\$79,787
64	Police Station CIP	700	\$350	\$94,737

\$361,755	\$825,459	\$74,871
\$560,576	-	\$25,722
-	-	-
\$17,493	\$5,447,682	\$42,148

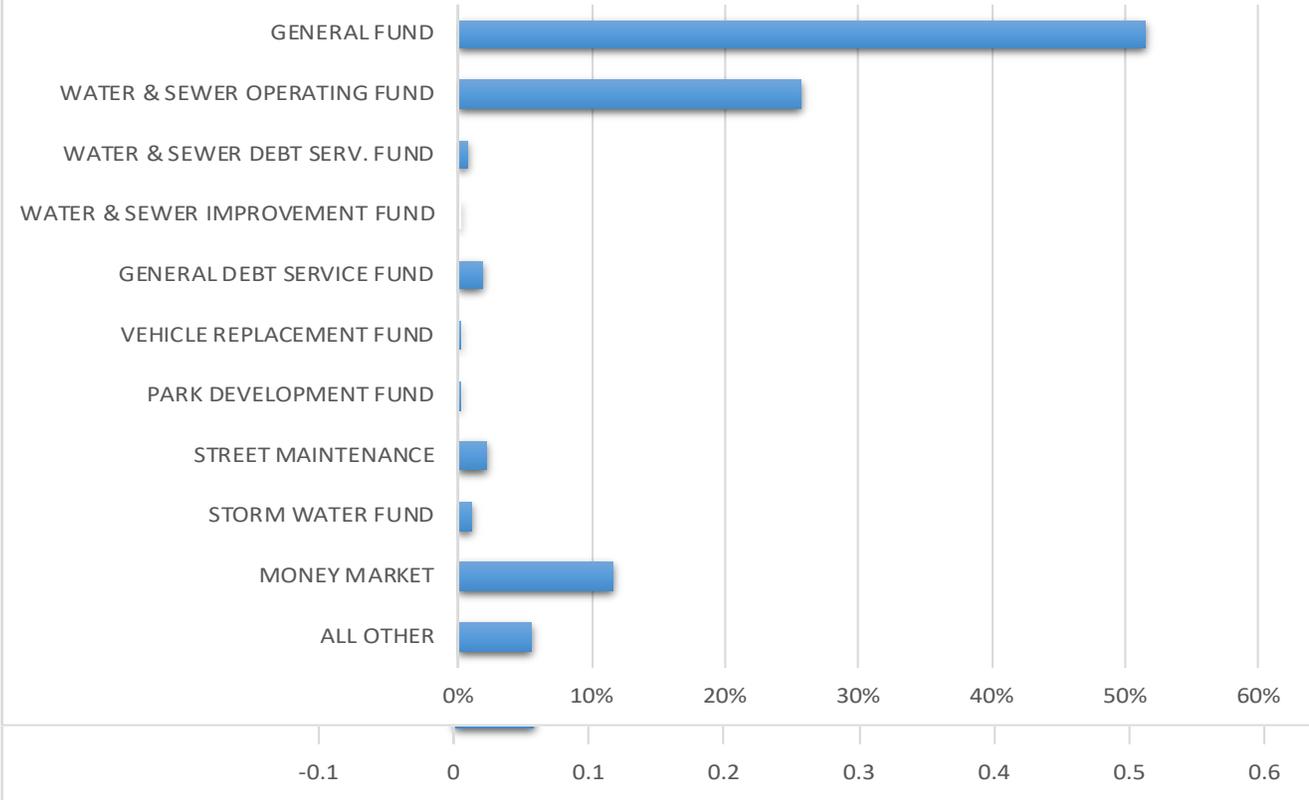
**CITY OF SEAGOVILLE
CASH REPORT
2nd QUARTER FY 2023**

Bank Acct#	Bank Account Name	ACCT BALANCE AS OF DEC 31, 2022	CHANGES	ACCT BALANCE AS OF MAR 31, 2023
*5157	GENERAL FUND MONEY MARKET ACCT	1,013,529.73	5,759.58	1,019,289.31
*5181	W&S MONEY MARKET ACCT	1,519,090.24	8,632.53	1,527,722.77
800008997	ANB Group Insurance Trust Bank	25.25	0.11	25.36
800000838	ANB PAYROLL FUND	11,964.57	(341.25)	11,623.32
4600130068	ANB ROOF	32,719.78	0.82	32,720.60
4600016705	ANB PEG	117,466.92	2.96	117,469.88
800007205	ANB PRIMARY	14,318,035.68	2,213,107.43	16,531,143.11
800013104	ANB ANIMAL SHELTER OPERATIONS	5,338.21	828.52	6,166.73
TOTALS	CASH ACCOUNTS	17,018,170.38	2,227,990.70	19,246,161.08
572915620	TEXSTAR- FY 2015 BONDS	150,520.96	1,657.02	152,177.98
572920190	TEXSTAR- 2019 BONDS	39,041.16	(14,780.17)	24,260.99
572920211	TEXSTAR- 2021 CLFRF	4,054,993.33	44,639.55	4,099,632.88
449/1291300001	TEXPOOL-GENERAL FUND	1,623,456.81	17,877.90	1,641,334.71
449/1291300003	TEXPOOL-WATER AND SEWER	1,374,218.16	15,133.21	1,389,351.37
449/1291300004	TEXPOOL-WATER DEPOSIT FUND	330,574.78	3,640.36	334,215.14
449/1291300006	TEXPOOL-GOVT DEBT SVC	11,950.25	131.67	12,081.92
449/1291300007	TEXPOOL-WATER AND SEWER DEBT SVC	54,663.58	601.97	55,265.55
TOTALS	INVESTMENT ACCOUNTS	12,454,277.95	121,906.06	12,576,184.01
GRAND TOTAL		\$ 29,472,448.33	\$ 2,349,896.76	\$ 31,822,345.09

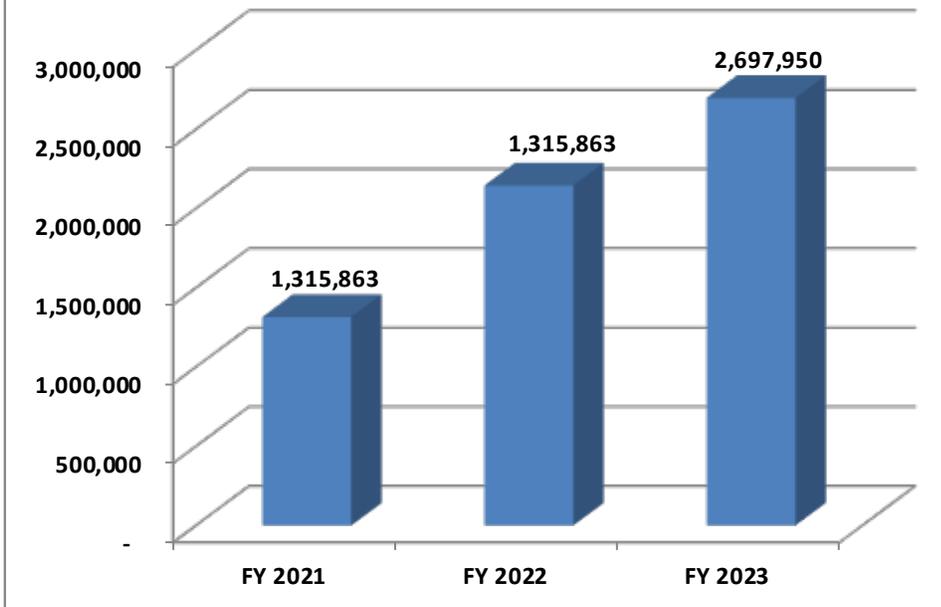
BANK	% OF TOTAL CASH
ANB CASH	52%
ANB MONEY MARKET	8%
TEXSTAR	29%
TEXPOOL	11%



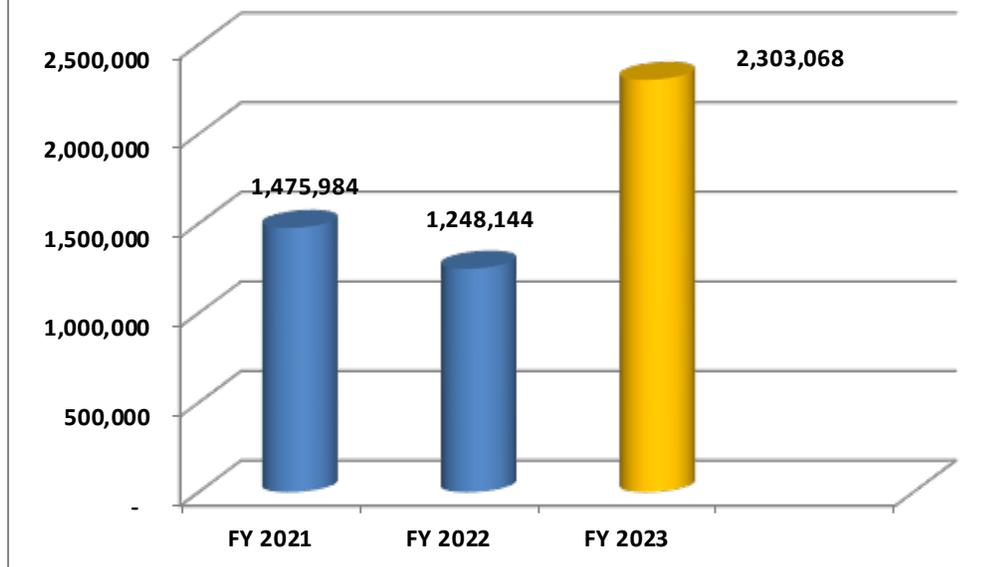
% OF CASH BALANCE



SEDC Cash Position



SEDC Financial Reserve

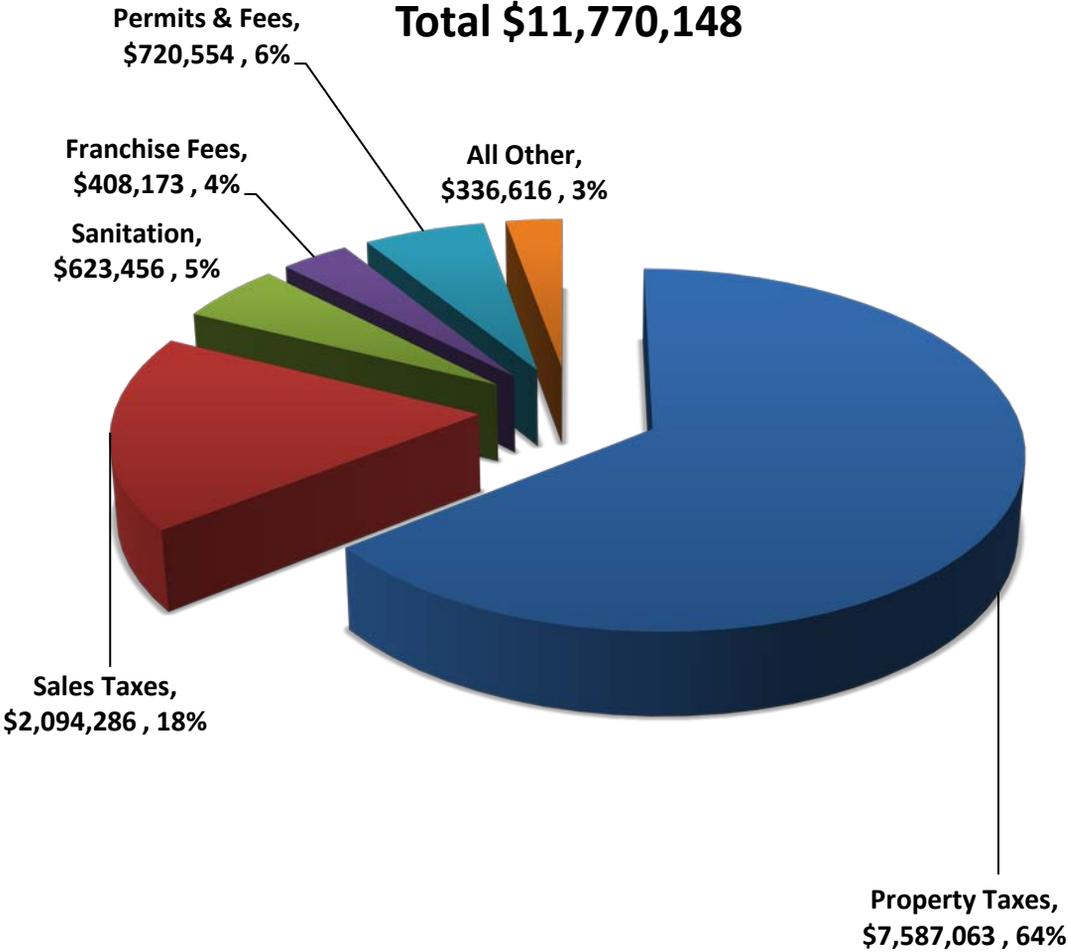




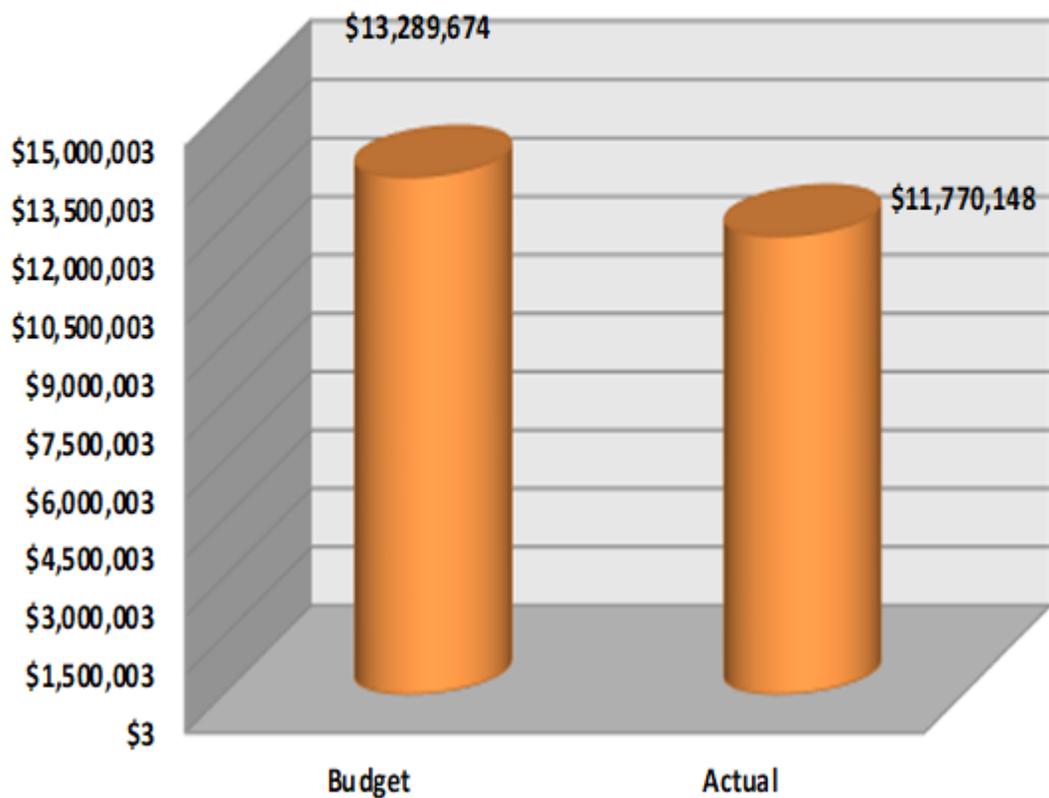
FY 2023 Financials

March 2023

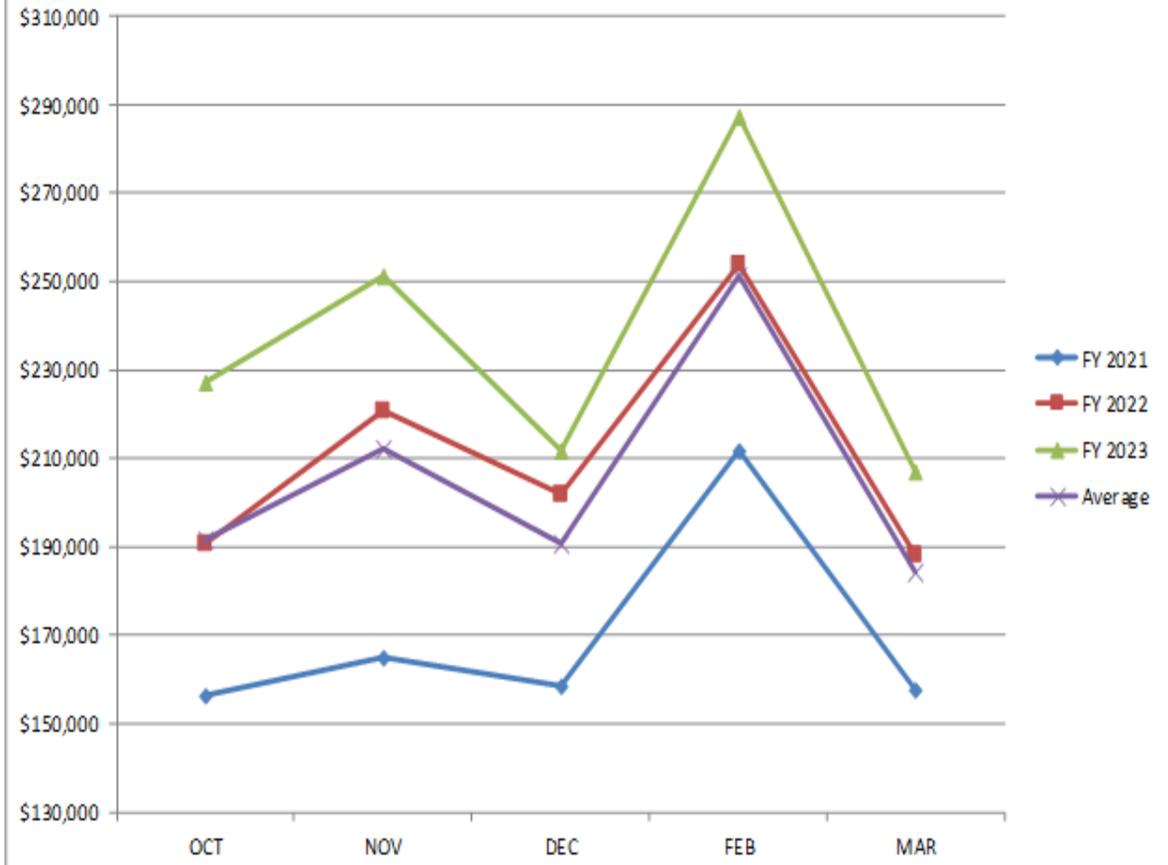
**General Fund Revenues
2nd Quarter, FY 2023
Total \$11,770,148**



Year to Date Revenue Comparison General Fund

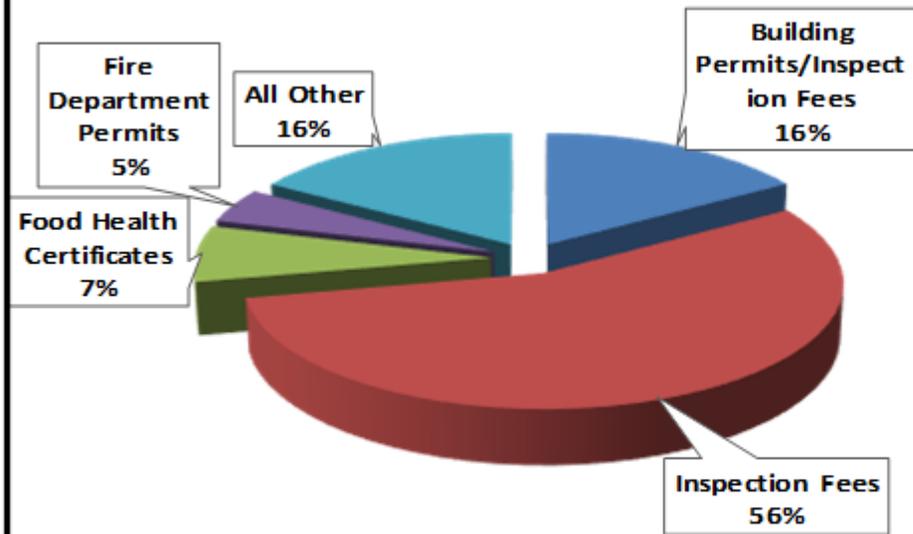


General Fund Sales Tax Comparison



	FY 2021	FY 2022	FY 2023	Three Year Average
OCT	156,466.05	190,825.92	227,390.01	191,560.66
NOV	165,176.32	220,810.91	251,254.88	212,414.04
DEC	158,595.92	201,749.86	211,940.69	190,762.15
JAN	163,822.10	196,537.55	211,131.80	190,497.15
FEB	212,017.52	254,002.15	287,175.08	251,064.91
MAR	157,843.43	188,038.12	207,298.31	184,393.28

Permits and Fees FY 2023 To Date



Description	FY2023 Amount	FY2022 Amount	Increase (Decrease)
Building Permits/Inspection	\$ 115,435	\$ 280,324	\$(164,889)
Inspection Fees	\$ 396,751	\$ 10,863	\$ 385,888
Food Health Certificates	\$ 52,535	\$ 42,175	\$ 10,360
Fire Department Permits	\$ 32,070	\$ 29,670	\$ 2,400
All Other	\$ 115,930	\$ 30,632	\$ 85,297

Permits and Fees are revenues generated by City oversight of a broad range of community development activities.

**General Fund Expenditures, Transfers and One Time
Fund Balance Outlays
2nd Quarter FY 2023
Total \$7,473,981**



General Government

City Council, City Manager, City Secretary, Information Technology, Human Resources and Finance

Community Development

Building Services, Code Enforcement, Streets, Parks, Planning

Community Services

Municipal Court, Library, Senior Center, Sanitation

Public Safety

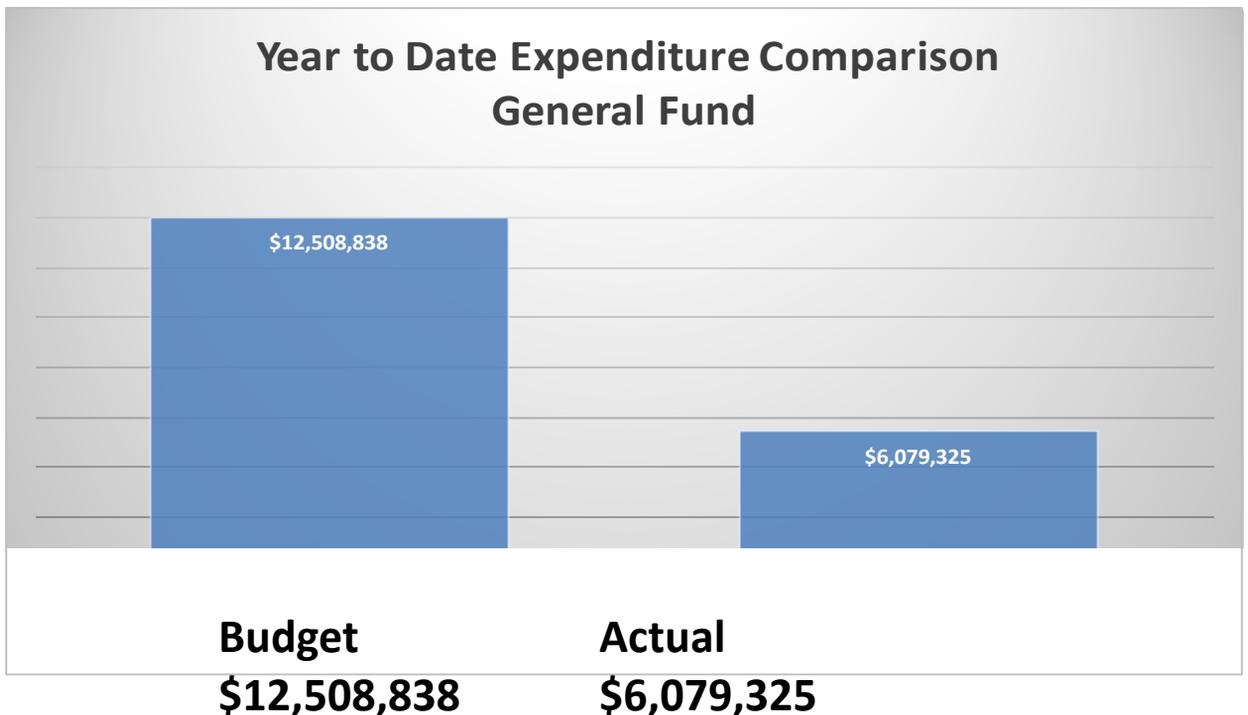
Police, Fire, Ambulance, Support Services, Animal Services

Transfers/Reserves

Transfers for Street Maintenance and Vehicle Replacement

**General Fund
Use of Fund Balance Projects
FY 2023**

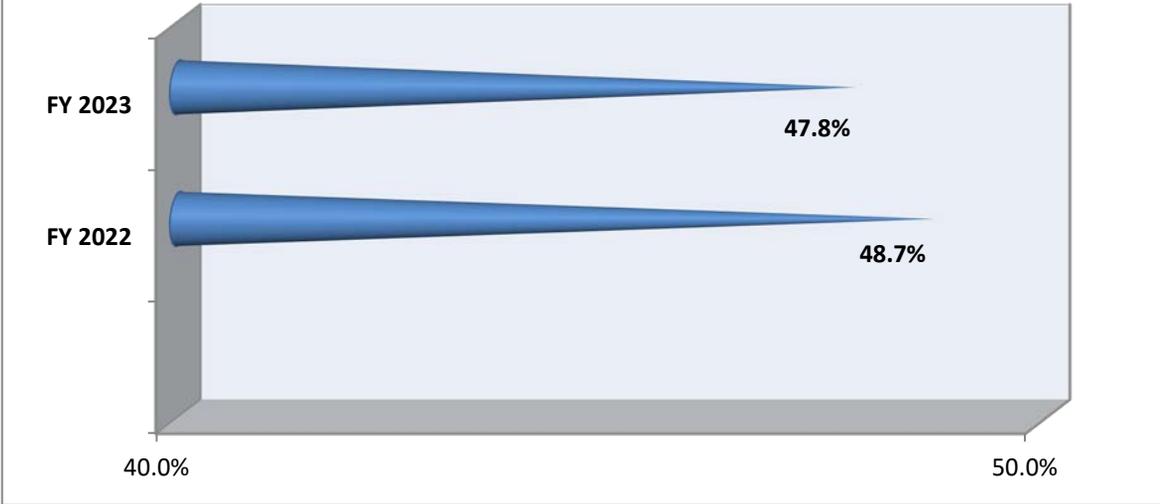
	<u>Budget</u>	<u>Actual</u>
Police Equipment	53,063	104,294
Firefighting Equipment	92,810	78,715
Streets Dept Utility Trailer	8,060	6,860
Tuition Reimbursement	5,000	1,000
Animal Services Outdoor Kennel	35,000	
Building Improvement-City Hall Doors	13,469	
Building Improvement-Senior Center Window	16,200	
Emergency Siren Replacement	25,000	
Fire Vehicle Purchase	30,329	
Support Electronic warrants	11,250	
Update to the City zoning map	25,000	
Total	315,181	190,869



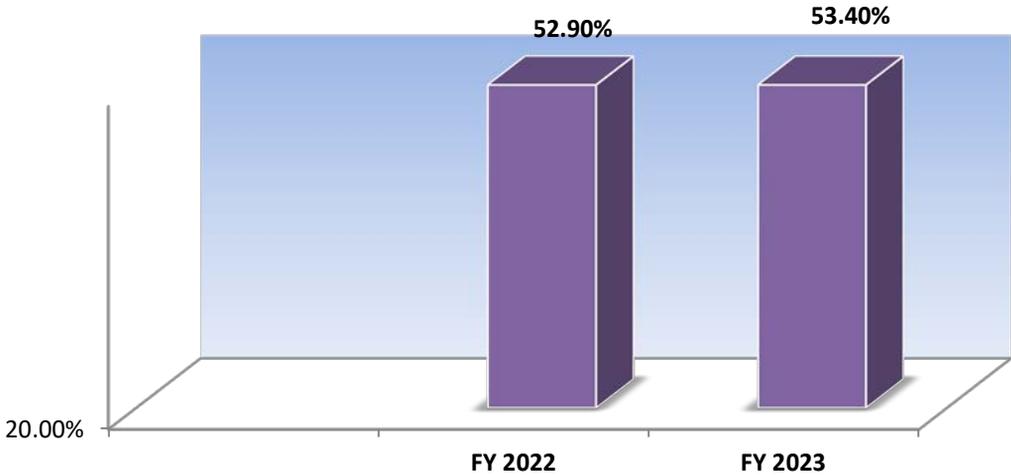
**WATER AND SEWER FUND
SUMMARY OF REVENUES AND EXPENDITURES
AS OF 03/31/23
50% OF BUDGET YEAR**

	Budget	Year to Date	% tage of Budget
REVENUES:			
Water Sales	\$3,999,381	\$1,913,033	47.8%
Sewer Sales	3,729,362	1,990,210	53.4%
All Other	<u>294,438</u>	<u>308,002</u>	104.6%
TOTAL REVENUES	\$8,023,181	\$4,211,246	52.5%
EXPENDITURES:			
Water Services	\$2,743,069	\$1,108,035	40.4%
Sewer Services	2,943,741	1,647,556	56.0%
Debt Service Transfer	1,131,077	565,539	50.0%
Non Departmental	184,019	50,373	27.4%
All Other	<u>576,047</u>	<u>295,505</u>	51.3%
TOTAL EXPENDITURES	\$7,577,953	\$3,667,008	48.4%
Use of Reserve	1,477,830	230,586	15.6%
Transfers Out	365,536	182,768	50.0%

Water Revenue as a % of Budget 50% of the Fiscal Year



Sewer Revenue as a % of Budget 50% of the Fiscal Year



FY 2023 Water and sewer revenue is within budget expectations.

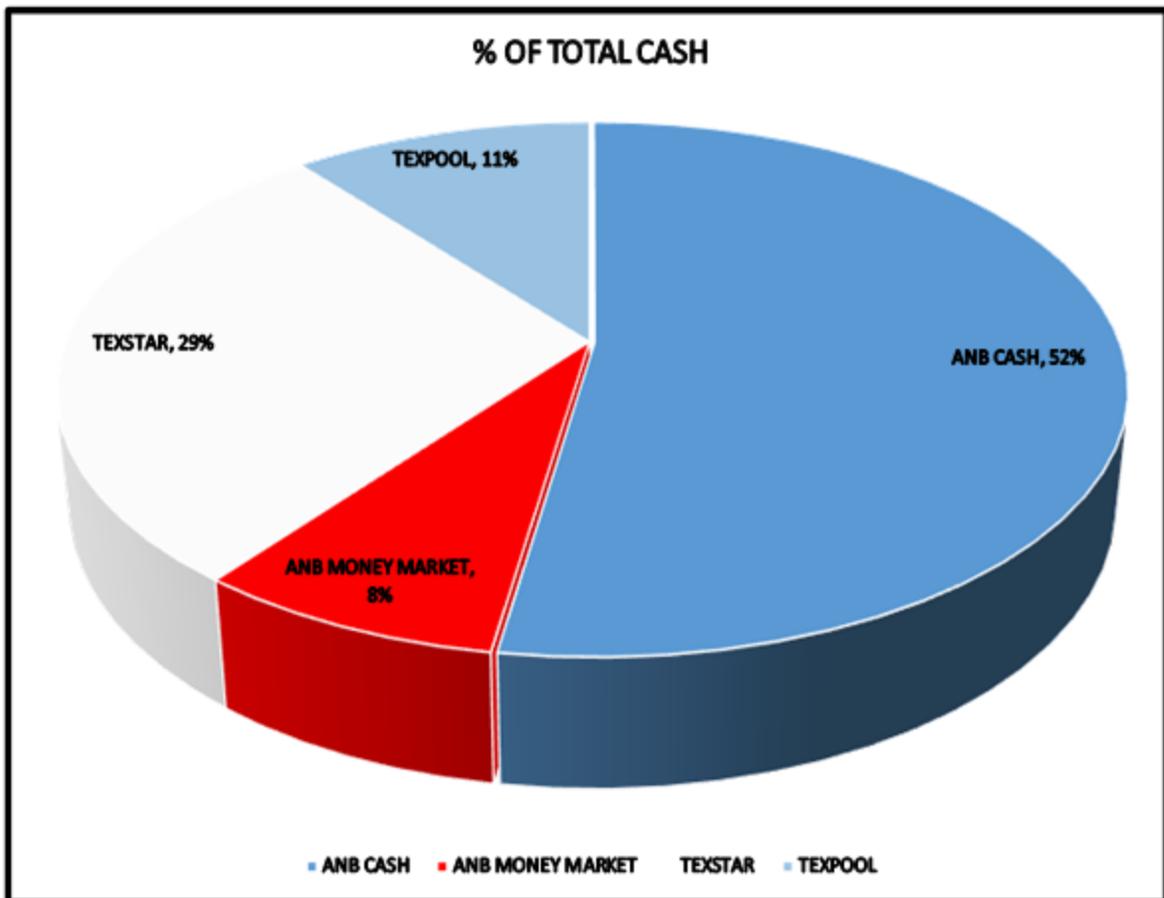
CITY OF SEAGOVILLE

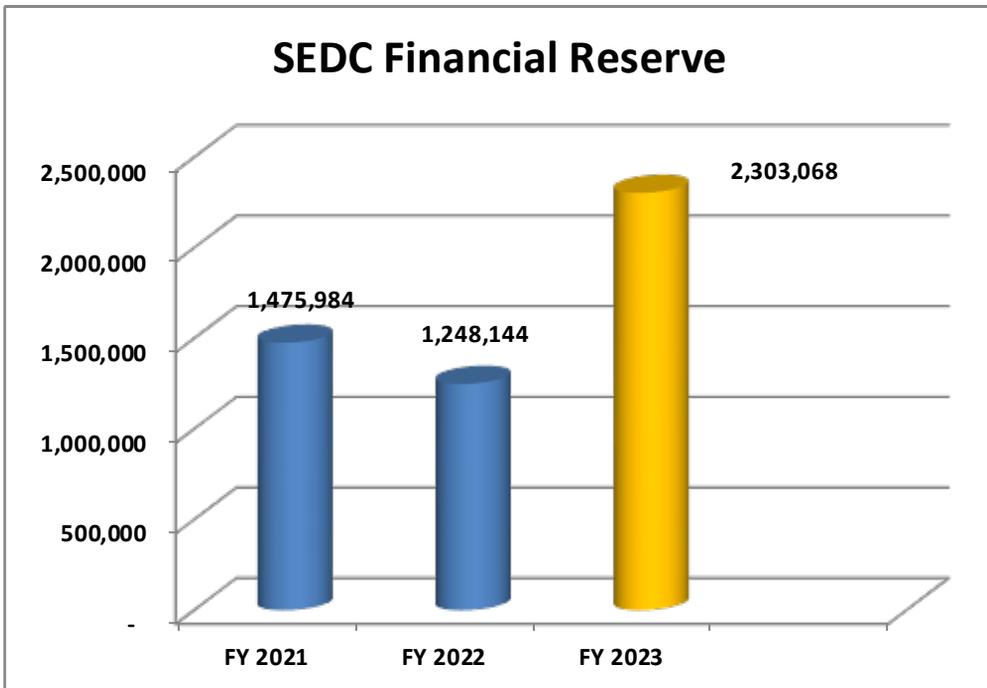
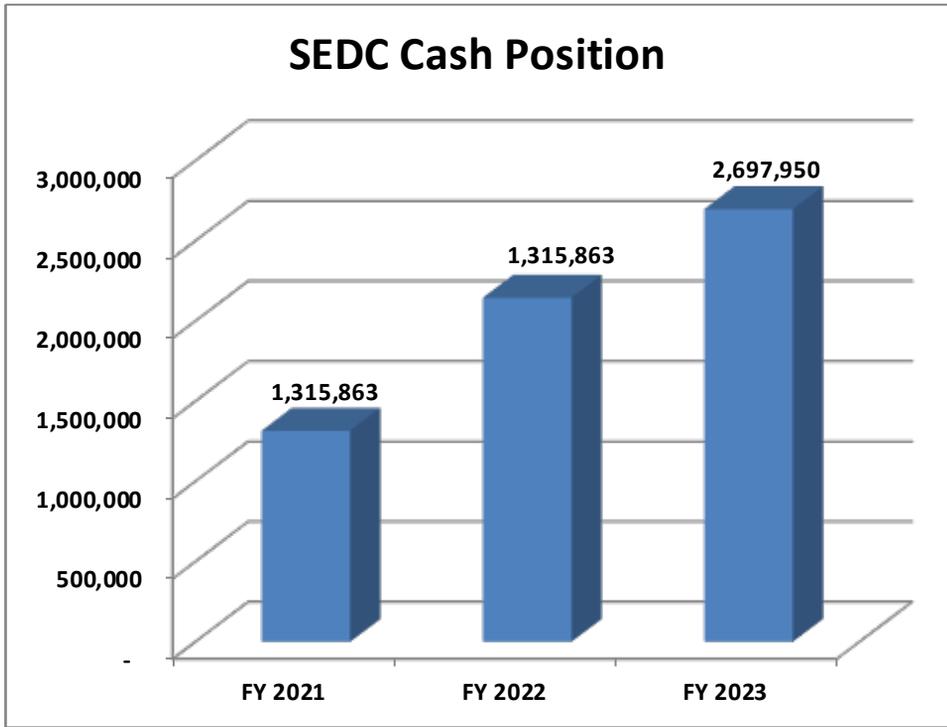
CASH REPORT

2nd QUARTER FY 2023

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4600130068	ANB ROOF	32,719.78	0.82	32,720.60
4600016705	ANB PEG	117,466.92	2.96	117,469.88
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572920211	TEXSTAR- 2021 CLFRF	4,054,993.33	44,639.55	4,099,632.88
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449/1291300006	TEXPOOL-GOVT DEBT SVC	11,950.25	131.67	12,081.92
449/1291300007	TEXPOOL-WATER AND SEWER DEBT SVC	54,663.58	601.97	55,265.55
TOTALS	INVESTMENT ACCOUNTS	12,454,277.95	121,906.06	12,576,184.01
GRAND TOTAL		\$ 29,472,448.33	\$ 2,349,896.76	\$ 31,822,345.09

BANK	% OF TOTAL CASH
ANB CASH	52%
ANB MONEY MARKET	8%
TEXSTAR	29%
TEXPOOL	11%





Regular Session Agenda Item: 8

Meeting Date: May 15, 2023

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving the terms and conditions of an Interlocal Agreement between the City of Forney and the City of Seagoville; authorizing the City Manager to execute said agreement; providing for the repeal of any and all resolutions in conflict; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville would like to inter into an Interlocal Agreement between the City of Forney and the City of Seagoville to utilize contracts, particularly the City of Forney's asphalt price agreement. This will allow the City of Seagoville to utilize contracts the City of Forney already has in place.

FINANCIAL IMPACT:

None at this time

RECOMMENDATION:

City Staff recommends approval.

EXHIBITS:

Resolution
Master Interlocal Agreement with the City of Forney

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF FORNEY AND CITY OF SEAGOVILLE; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas desires to enter into an Interlocal Agreement with the City of Forney ("Agreement"); and

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the Interlocal Agreement and has determined it to be in the best interest of the City of Seagoville to enter into said Agreement with the City of Forney.

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

SECTION 1. The City Council hereby approves the terms and conditions of the Interlocal Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A", with the City of Forney, Texas and the City of Seagoville, Texas and the City Manager is hereby authorized, on behalf of the City of Seagoville, Texas to sign said Agreement.

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

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

SECTION 4. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED by the City Council of the City of Seagoville, Texas, this the 15th day May, 2023.

APPROVED:

STEPPER SEBASTIAN, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, CITY ATTORNEY

CITY OF FORNEY, TEXAS
RESOLUTION NO. 23-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORNEY, TEXAS APPROVING AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF FORNEY, TEXAS AND THE CITY OF SEAGOVILLE, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

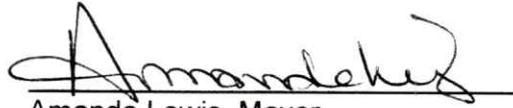
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FORNEY, TEXAS:

SECTION 1. The proposed Interlocal Agreement by and between the City of Forney, Texas and the City of Seagoville, Texas is hereby approved and the City Manager is authorized to execute all necessary documents to comply with this Resolution.

SECTION 2. A substantial copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein for reference.

SECTION 3. This Resolution shall take effect immediately from and after its passage.

PRESENTED AND PASSED by the City Council of the City of Forney, Texas, this the 2nd day of May, 2023.


Amanda Lewis, Mayor

ATTEST:


Rosa Rios, Interim City Secretary



APPROVED AS TO FORM:


Jennifer Smith, City Attorney

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

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 Forney 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 Forney 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 Forney 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.

1. The City of Seagoville and City of Forney 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 Forney warrant, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should

a dispute arises 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 Forney, 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 Forney 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
kjackson@seagoville.us

City of Forney: City of Forney
101 E. Main Street
Forney, TX 75126
972-552-6620
jsmith@forneytx.gov

12. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes 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 Kaufman County, Texas, United States of America for City of Forney 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 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

CITY OF FORNEY

APPROVED:

APPROVED:

BY: _____
Patrick Stallings, City Manager

BY: Charles W. Daniels
Charles Daniels, City Manager

DATE: _____

DATE: May 8, 2023

ATTEST:

ATTEST:

Kandi Jackson, City Secretary

Jennifer Smith
Jennifer Smith, City Attorney

APPROVED AS TO FORM:

Victoria Thomas, City Attorney



Regular Session Agenda Item: 9

Meeting Date: May 15, 2023

ITEM DESCRIPTION:

Receive a presentation from Halff & Associates concerning the Animal Shelter Building.

BACKGROUND OF ISSUE:

This presentation will give Council an overall idea of the look of the building from the outside, elevations to the proposed layout of the floorplan. Halff & Associates are providing the renderings for this conceptual design.

FINANCIAL IMPACT:

N/A

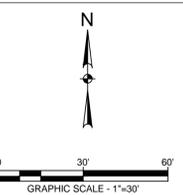
RECOMMENDATION:

N/A

EXHIBITS:

Conceptual drawings created by Halff and Associates.

May 9, 2023 A:\530006\5347\31001\LD\CADD\Sheets\EXHIBIT-SITE-53473.dwg



CITY OF SEAGOVILLE
ANIMAL SHELTER
500 E. FARMERS ROAD
SEAGOVILLE, TEXAS



Revision No.	Date	Description

PRELIMINARY
FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

SHANNON R. CAMPBELL 148586
NAME P.E. NO.
DATE 5/9/23
TBPE FIRM #F-312

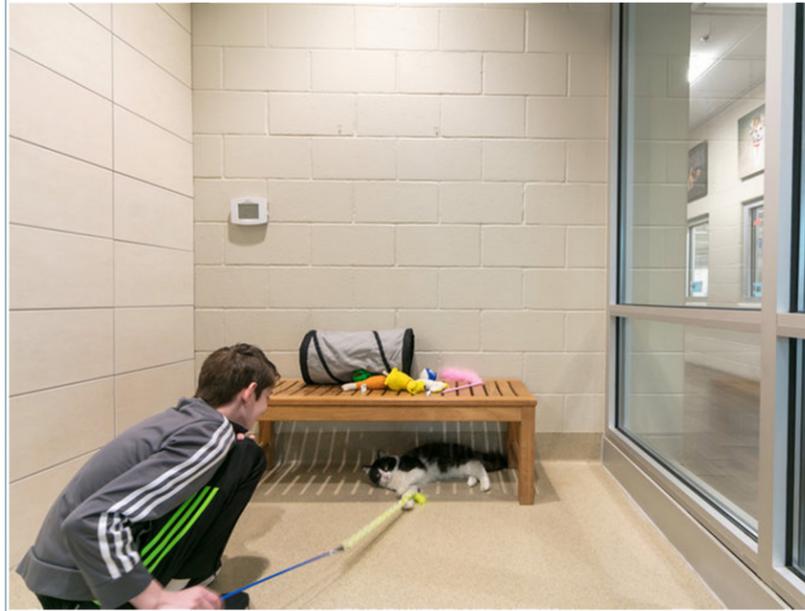
Project No.: 53473
Issued: MAY, 2023
Drawn By: CAD
Checked By: SRC
Scale: AS NOTED

Sheet Title
EXHIBIT
SITE PLAN

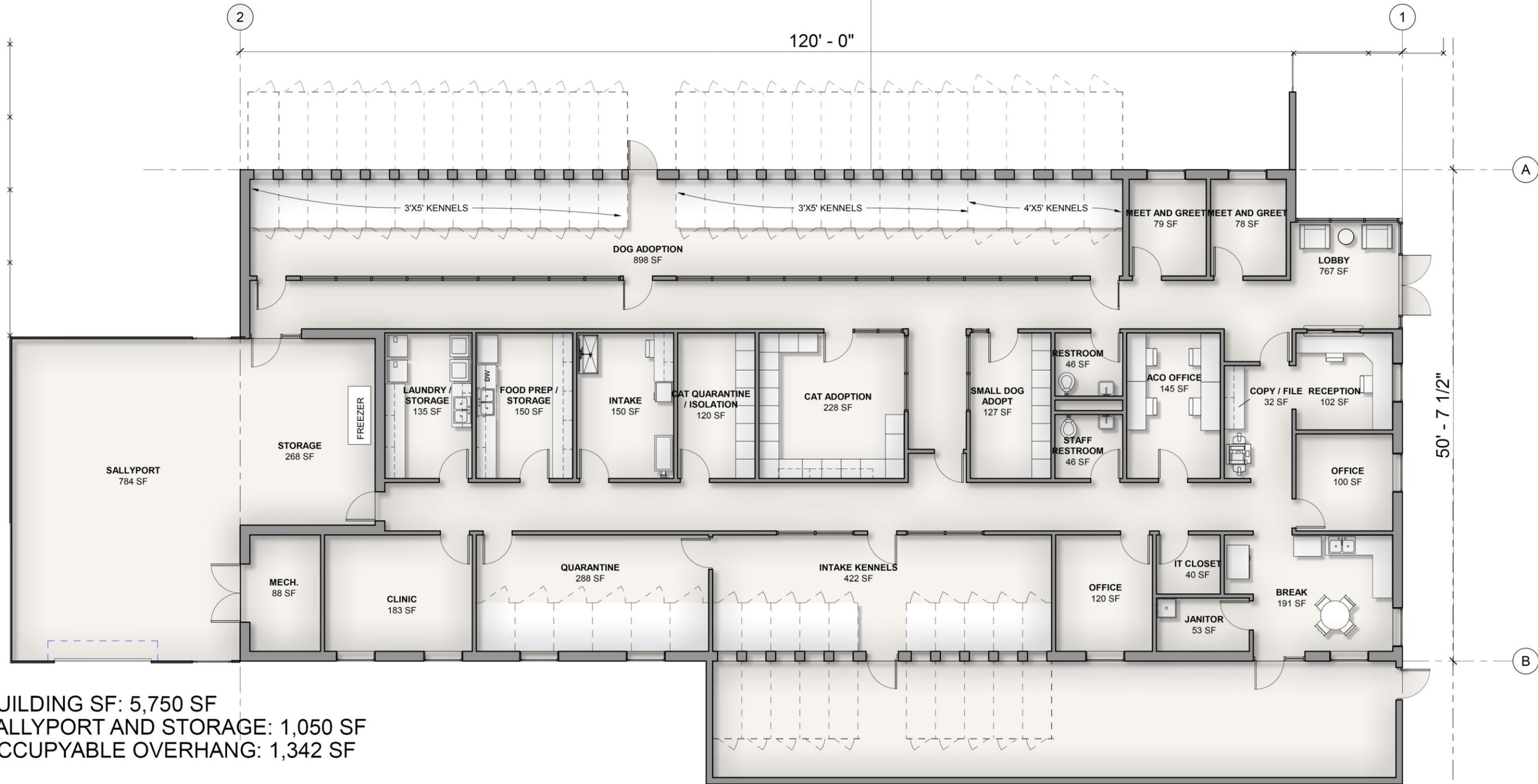
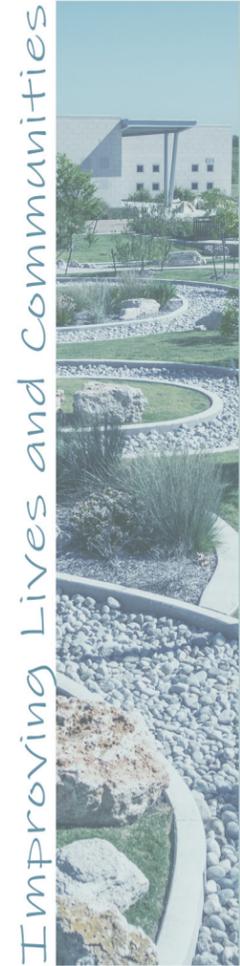
1
Sheet Number



Improving Lives and Communities







BUILDING SF: 5,750 SF
 SALLYPORT AND STORAGE: 1,050 SF
 OCCUPYABLE OVERHANG: 1,342 SF

TOTAL: 8,142 SF





Improving Lives and Communities





Regular Session Agenda Item: 10

Meeting Date: May 15, 2023

ITEM DESCRIPTION:

Receive a presentation from Halff and Associates and Grossman Design Build concerning the Police Department Building.

BACKGROUND OF ISSUE:

This presentation will give Council an overall idea of the building design to include the proposed outside elevations, floorplan and site plan. Grossman Design Build are providing the renderings for this conceptual design.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Conceptual drawings created by Grossman Design Build.



SEAGOVILLE
POLICE STATION

Regular Session Agenda Item: 11

Meeting Date: May 15, 2023

ITEM DESCRIPTION:

Discuss and consider approving a resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of the agreement of cooperation for CDBG/HOME/ESG programs with Dallas County, which is attached hereto and incorporated herein as Exhibit A, authorizing the Mayor to execute said agreement, and, further authorizing the execution of any and all necessary documents with Dallas County for the submission of grant application(s) for the Community Development Block Grant program; and providing an effective date.

BACKGROUND OF ISSUE:

The attached agreement of cooperation between the City of Seagoville and Dallas County will allow for the City to continue its participation in the Community Development Block Grant (CDBG) program. Every three years, Dallas County is required to ask its participating cities if they wish to continue their partnership and receipt of CDBG funds. Funding from the Department of Housing and Urban Development (HUD) is dependent on the population of participating cities. As Dallas County and Seagoville continue to grow in population, additional funds should be available.

FINANCIAL IMPACT:

The exact amount of grant funding available for Seagoville for 2024 has not yet been identified.

RECOMMENDATION:

Staff recommends approval of the proposed resolution and agreement.

EXHIBITS:

1. Resolution directing City Staff to execute the aforementioned agreement.
2. Dallas County CDBG Cooperation Agreement 2024-2026

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT OF COOPERATION FOR CDBG/HOME/ESG PROGRAMS WITH DALLAS COUNTY, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT, AND, FURTHER AUTHORIZING THE EXECUTION OF ANY AND ALL NECESSARY DOCUMENTS WITH DALLAS COUNTY FOR THE SUBMISSION OF GRANT APPLICATION(S) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dallas County is applying to the U.S. Department of Housing and Urban Development ("HUD") for Urban County Community Development Block Grant ("CDBG") entitlement status; and

WHEREAS, Texas cities and counties are authorized under Chapter 373, LOCAL GOVERNMENT CODE, and Section 381.003, LOCAL GOVERNMENT CODE, to conduct essential Housing and Community Development activities; and

WHEREAS, the City of Seagoville ("City") is eligible and has participated in Dallas County's ("County") CDBG program for a number of years; and

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE allows for Texas cities and counties to enter into cooperative agreements with one another; and

WHEREAS, the City Council finds it to be in the best public interest to enter into the Agreement of Cooperation for CDBG/Home/ESG Programs with Dallas County, which is attached hereto and incorporated herein as Exhibit A; and, further authorizes the Mayor to execute any and all necessary documents with Dallas County for the submission of grant application(s) for the Community Development Block Grant Program;

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

SECTION 1. The City Council supports the efforts of Dallas County to qualify for the Urban CDBG Program and asks that its population be included in such a program for three (3) consecutive years (Federal Fiscal Years 2024, 2025, and 2026), and approves the terms and

conditions of the Agreement with Dallas County for continued participation in the CDBG Program, which is attached hereto and incorporated herein as Exhibit A

SECTION 2. The City of Seagoville acknowledges that during the term of this Agreement, the City of Seagoville may not apply for grants under the Small Cities program of HUD, the State of Texas CDBG program, or may not participate in a HOME consortium while participating in the Dallas County Program.

SECTION 3. The City Council does hereby authorize the Mayor to execute the Agreement with Dallas County for a period of three (3) years, and said Agreement to be substantially in the form attached hereto as Exhibit A and incorporated herein by reference, and any and all necessary documents that the U.S. Department of Housing and Urban Development may require.

SECTION 4. This resolution shall become effective immediately upon its approval.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 15th day of May, 2023.

APPROVED:

STEPPER SEBASTIAN, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOAMS, CITY ATTORNEY
(/cdb 5/9/2023)

EXHIBIT "A"

AGREEMENT of COOPERATION for CDBG/HOME/ESG PROGRAMS

Recitals:

WHEREAS, the 93rd Session of Congress passed, and the President of the United States signed into law, the Housing and Community Development Act of 1974 (PL93-383) which created the Community Development Block Grant (CDBG) program; and

WHEREAS, Dallas County, Texas, is applying to the U.S. Department of Housing and Urban Development (HUD) for Urban County CDBG entitlement status; and

WHEREAS, in order to qualify for this status, Dallas County must enter into cooperation agreements with local governments and have the collective population of the County's unincorporated area and the participating local governments total at least 100,000 people; and

WHEREAS, Texas cities and counties are authorized under Chapter 373, Local Government Code, and Section 381.003, Local Government Code, to conduct essential housing and community development activities; and

WHEREAS, Texas cities and counties are authorized under Chapter 791, Government Code, to enter into cooperation agreements with one another to provide governmental functions and services.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **City of SEAGOVILLE** (hereafter, "City") supports the efforts of Dallas County, Texas to qualify as an Urban County for the CDBG program and asks that its population be included in such a program beginning for Federal Fiscal Years 2024, 2025, and 2026.

I. Term and Effective Programs

The term of this Cooperation Agreement shall be for Federal Fiscal Years 2024, 2025, and 2026. At the option of the county, this Cooperation Agreement may be automatically renewed for participation in successive three-year qualification periods, unless the county or the participating unit of general local government provides written notice it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office.

In the event of an auto renewal term, each party shall adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period and submit such amendment to HUD as provided in the urban county qualification notice (see Section IV., Documents to be Submitted to HUD, paragraph E.). Failure to comply will void the automatic renewal for such qualification period.

This Cooperation Agreement covers the CDBG Entitlement Program and, when applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Programs.

This Agreement remains in effect until the CDBG (and where applicable, HOME and ESG) funds and program income received with respect to the three-year qualification period are expended and the funded activities completed, and that the County and City may not terminate or withdraw from the Agreement while the Agreement remains in effect.

II. Responsibility of the Parties

The City understands that by executing this CDBG Cooperation Agreement it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the County's CDBG program; and
2. May receive a formula allocation under the HOME Program only through the County. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments; and
3. May receive a formula allocation under the ESG Program only through the County.

County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

County and City shall take all actions necessary to ensure compliance with the Urban County certification by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152,

County and City shall take all actions necessary to ensure compliance with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968. County and City understand and agree that Urban County funding will not be provided for activities, within or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with County fair housing certifications.

City understands and agrees, that in accordance with 24 CFR 570.501(b) and 570.503 (which requires a written agreement), it shall be subject to the same requirements applicable to subrecipients.

City agrees to report to the County of any income generated by the expenditure of CDBG, HOME, and/or ESG funds received; and that any such program income must be paid to the County to be used for eligible activities in accordance with the original grant requirements.

County is responsible for monitoring and reporting to HUD on the use of any program income, and that in the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County.

City agrees to notify the County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement, including disposition, and further agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG/HOME/ESG funds) for property acquired or improved with CDBG/HOME/ESG funds that is sold or transferred for a use which does not qualify under the CDBG/HOME/ESG regulations.

Any money generated from the disposition or transfer of property will be treated as program income and returned to the County prior to, or subsequent to, the close-out, change of status, or termination of this Agreement between the County and City.

City understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974.

County shall notify City in writing, by the date specified in the HUD urban qualification notice for the next qualification period, of its right not to participate.

City has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable state and local laws against physical barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

City understands that the County will have final responsibility for administering the CDBG/HOME/ESG programs, selecting CDBG/HOME/ESG projects and activities, and making annual grant requests.

III. Miscellaneous

City's Mayor, or their legal designee, is authorized to sign any additional forms, on behalf of the City, that HUD may require.

Parties agree that this Agreement and any subsequent legal proceedings shall be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Dallas County, Texas pursuant to Tex. Civ. Prac. & Rem. Code § 15.015.

To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 et seq., as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Dallas County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, or any part thereof, or other items or data/information furnished to Dallas County whether or not the same are available to the public. It is further understood that Dallas County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Dallas County, its officers and employees shall have no liability or obligations to City for the disclosure to the public, or to any person or persons, of any information, or a part thereof, or other items or data furnished to Dallas County by City in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

This Agreement is expressly made subject to Parties' Sovereign Immunity, Title 5, Texas Civil Practice and Remedies Code.

This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and City's City Council.

Neither party shall be deemed to have breached any provision of this contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond any party's control. The parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.

The County Auditor, its assigns, or any other authorized County personnel shall have the unrestricted right to audit all data or documents related to this Cooperation Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, City shall make all of its records, books and documents reasonably related to this Cooperation Agreement available without delay to authorized County personnel to fulfill inspection or auditing deadlines and purposes or to substantiate certain provisions under this Cooperation Agreement.

[Signature page to follow]

APPROVED AND ACCEPTED THIS THE ____ day of _____, 2023.

City of _____, Texas

Dallas County, Texas

Mayor, or legal designee

Clay Lewis Jenkins, County Judge
Dallas County, Texas

Date

Date

Recommended by:

Luis Tamayo, Director
Planning & Development

Approved as to Form:*

John Creuzot
District Attorney

By: _____
Rebecca Lundberg
Assistant District Attorney

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

AGREEMENT of COOPERATION for CDBG/HOME/ESG PROGRAMS

Recitals:

WHEREAS, the 93rd Session of Congress passed, and the President of the United States signed into law, the Housing and Community Development Act of 1974 (PL93-383) which created the Community Development Block Grant (CDBG) program; and

WHEREAS, Dallas County, Texas, is applying to the U.S. Department of Housing and Urban Development (HUD) for Urban County CDBG entitlement status; and

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WHEREAS, Texas cities and counties are authorized under Chapter 373, Local Government Code, and Section 381.003, Local Government Code, to conduct essential housing and community development activities; and

WHEREAS, Texas cities and counties are authorized under Chapter 791, Government Code, to enter into cooperation agreements with one another to provide governmental functions and services.

NOW, THEREFORE, BE IT RESOLVED THAT:

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City's Mayor, or their legal designee, is authorized to sign any additional forms, on behalf of the City, that HUD may require.

Parties agree that this Agreement and any subsequent legal proceedings shall be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Dallas County, Texas pursuant to Tex. Civ. Prac. & Rem. Code § 15.015.

To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 et seq., as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Dallas County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, or any part thereof, or other items or data/information furnished to Dallas County whether or not the same are available to the public. It is further understood that Dallas County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Dallas County, its officers and employees shall have no liability or obligations to City for the disclosure to the public, or to any person or persons, of any information, or a part thereof, or other items or data furnished to Dallas County by City in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

This Agreement is expressly made subject to Parties' Sovereign Immunity, Title 5, Texas Civil Practice and Remedies Code.

This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and City's City Council.

Neither party shall be deemed to have breached any provision of this contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond any party's control. The parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.

The County Auditor, its assigns, or any other authorized County personnel shall have the unrestricted right to audit all data or documents related to this Cooperation Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, City shall make all of its records, books and documents reasonably related to this Cooperation Agreement available without delay to authorized County personnel to fulfill inspection or auditing deadlines and purposes or to substantiate certain provisions under this Cooperation Agreement.

[Signature page to follow]

APPROVED AND ACCEPTED THIS THE ____ day of _____, 2023.

City of _____, Texas

Dallas County, Texas

Mayor, or legal designee

Clay Lewis Jenkins, County Judge
Dallas County, Texas

Date

Date

Recommended by:

Luis Tamayo, Director
Planning & Development

Approved as to Form:*

John Creuzot
District Attorney

By: _____
Rebecca Lundberg
Assistant District Attorney

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

Regular Session Agenda Item: 12

Meeting Date: May 15, 2023

ITEM DESCRIPTION:

Receive a report on the public services provided to 2902 Wanda Way and the surrounding neighborhood, Robinwood Estates.

BACKGROUND OF ISSUE:

At the regular City Council meeting held on May 1, 2023, Ms. Maria Hernandez spoke during the citizen public comment period. Ms. Hernandez mentioned concerns with animal services, police services, street maintenance, and code enforcement activities. The attached report summarizes activities provided by the forementioned City Departments.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

N/A

EXHIBITS:

1. 2902 Wanda Way Report



Re: 2902 Wanda Way Report

Dear Mr. Pat Stallings:

At the regular City Council meeting held on May 1, 2023, Ms. Maria Hernandez spoke during the citizen public comment period. Ms. Hernandez mentioned concerns with animal services, police services, street maintenance, and code enforcement activities. The following is a report on the public services provided to 2902 Wanda Way and the surrounding neighborhood:

Police and Animal Services – Additional details are provided in the attached report from the Seagoville Police Chief.

- From 2020 to present, Animal Services responded to a total of 82 calls within Robinwood Estates.
- From 2020 to present, police responded to a total of 1,305 calls within Robinwood Estates.
- 2902 Wanda Way; (1) animal call 01/27/2022 at 3:41 PM call with reference to several (4 to 5) dogs in the front yard at 2901 Lynell St.
 - Outcome of this call: Animal Control Officer (ACO) responded, located the dogs in question inside the fenced backyard at 2901 Lynell, ACO contacted the homeowner and learned that a female dog at 2901 Lynell was in heat. The ACO was not able to attempt capture of the reported dogs due to the homeowner not being at her residence and the dogs being confined to a fenced yard. There was no reported return call from the original caller, or the homeowner.

Street and Utility services

- On March 7, 2016, the City entered into an interlocal agreement with Dallas County to reconstruct several road within Robinwood Estates. A total of \$282,580 was expended on reconstructing and overlaying Dennis Circle, Fisk Drive, Robinwood Drive, Lynell Drive, and Wanda Way. The resolution adopting the interlocal agreement is attached.
- On October 20, 2020, The City provided Ms. Hernandez \$400.00 for the digging and clearing of the ditch in the City’s right-of-way. A copy of this correspondence is attached
- A water main break was repaired on August 8, 2022. Staff did not have all the necessary parts to repair the main break. While the needed parts were ordered, it took several months for the parts to arrive.
- On March 15, 2023, the water main began to leak again. Additional repairs were made on March 29, 2023.
- Due to scheduling and weather delays, the asphalt was replaced over the aforementioned water main breaks on May 5, 2023.

Code Enforcement and Permitting

- From 2020 to present, The Code Enforcement Office and Building Department has worked on a total of 63 cases within the Robinwood Estates neighborhood. The types and number of code enforcement cases are as follows:
 - Junk Motor Vehicle – 9
 - Public Nuisance – 6
 - Exterior Property Maintenance – 28
 - Certificate of Occupancy/Inspections – 2
 - Grass and Weeds – 2
 - Brush/Bulk Trash – 3
 - Zoning – 13
- In review of 2902 Wanda Way, two code enforcement cases have been opened and closed since 2017.
 - On December 16, 2017, a notice of violation letter was sent to the property owner regarding a right of way obstruction.
 - On January 20, 2018, a notice of violation letter was sent to the property owner regarding exterior property maintenance. In both cases, no further action was taken.
- The following permits were issued at 2902 Wanda Way:
 - On April 14, 2021, an electrical permit was issued for an electric service upgrade.
 - On May 14, 2020, a building permit was issued for a concrete driveway.

Note: Ms. Hernandez has brought similar concerns to before the City Council on October 5, 2020. Her concerns were addressed in a letter provided by Cindy Brown dated October 16, 2020. This letter is attached for reference.

Sincerely,

Bill D. Medina
Interim Director of Community Development
469-319-5028
bmedina@seagoville.us



City of Seagoville Police Department

600 North US Highway 175
Seagoville, Texas 75159
Phone 972.287.2999 Fax 972.287.2917
www.seagoville.us



Bill,

Here is the research through our RMS regarding Animal Service and Police related calls for service from January 1, 2020 to May 2023 in and around the Robinwood addition which includes the streets of Wanda Way, Robinwood, Lynell St. Dennis Cir. and Stark Rd. East.

Animal services:

Address specific to 2902 Wanda Way; (1) animal call 01/27/2022 @ 3:41 PM call was reference (4 to 5) dogs in the front yard at 2901 Lynell St.

Outcome of this call, ACO responded located the dogs in question inside the fenced backyard at 2901 Lynell, ACO contacted the home owner and learned that a female dog at 2901 Lynell was in heat, the ACO was not able to attempt capture of the reported dogs due to the home owner not being at her residence, and these dogs being confined to a fenced yard, at the time. There was no reported return call from the original caller, or the home owner.

Animal Service Calls for the surrounding area during the same timeframe:

- Lynell St. Jan. 2020 to May 2023 (25)
- Robinwood Dr. Jan. 2020 to May 2023 (10)
- Dennis Cir. Jan. 2020 to May 2023 (10)
- Wanda Way Jan. 2020 to May 2023 (25) includes the above
CFS
- Stark Rd. E. Jan. 2020 to May 2023 (14)

Total of 82 Animal Service related calls for service in the Robinwood Addition.

Police Related Calls for Service in the Robinwood Addition:

These calls for service are also encompassing the same timeframe January 1, 2020 May 2023.

- Lynell St. Jan. 2020 to May 2023 (190)
- Robinwood Dr. Jan. 2020 to May 2023 (22)
- Dennis Cir. Jan. 2020 to May 2023 (115)
- Wanda Way Jan. 2020 to May 2023 (124)
- Stark Rd. E. Jan. 2020 to May 2023 (854)

Total of 1,305 Police related calls for service in the Robinwood Addition.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 12-R-16

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROJECT SPECIFIC AGREEMENT REGARDING RECONSTRUCTION AND OVERLAY OF DENNIS CIRCLE, FISK DRIVE, ROBINWOOD DRIVE, LYNELL DRIVE AND WANDA WAY, TYPE "E" STREETS, MADE PURSUANT TO MASTER ROAD AND BRIDGE INTERLOCAL MAINTENANCE AGREEMENT BETWEEN DALLAS COUNTY, TEXAS AND CITY OF SEAGOVILLE, TEXAS IN AN AMOUNT OF TWO HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED EIGHTY DOLLARS (\$282,580.00); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about May 28, 2013, the City Council for the City of Seagoville, Texas entered into an Interlocal Agreement where Dallas County agreed for qualified road and bridge maintenance projects; and

WHEREAS, the Project Specific Agreement, is supplemental to the Master Interlocal Agreement for the purpose of reconstruction and overlay of Dennis Circle, Fisk Drive, Robinwood Drive, Lynell Drive and Wanda Way; and

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

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

SECTION 1. The City Manager is hereby authorized, on behalf of the City of Seagoville, Texas to sign a Project Specific Agreement for the purpose of reconstruction and overlay of Dennis Circle, Fisk Drive, Robinwood Drive, Lynell Drive and Wanda Way, Type "E" streets, in an amount of Two Hundred Eighty-Two Thousand Five Hundred Eighty Dollars (\$282,580.00), a copy of which is attached hereto and incorporated herein as Exhibit "A".

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 7th day of March, 2016.

APPROVED:



MAYOR

ATTEST:

Dana Crabtree
CITY SECRETARY



**PROJECT SPECIFIC AGREEMENT RE: RECONSTRUCTION AND
OVERLAY OF STREET LISTED IN ATTACHMENT A, "TYPE E" PUBLIC
ROADWAYS -- MADE PURSUANT TO DALLAS COUNTY'S MASTER
ROAD & BRIDGE INTERLOCAL MAINTENANCE AGREEMENT WITH
CITY OF SEAGOVILLE, TEXAS**

This Project Specific Agreement, (hereinafter "PSA"), supplemental to the Master Interlocal Agreement, is made by and between Dallas County, Texas (hereinafter "County") and the City of Seagoville, Texas (hereinafter "City"), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken on the Streets listed on Attachment A, City of Seagoville, Texas ("Project").

WHEREAS, Chapter 791 of the Texas Government Code and Chapter 261 of the Texas Transportation Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

WHEREAS, on or about March 27, 2016, County and City entered into a Master Interlocal Agreement ("Agreement"), whereby County agreed to provide road and bridge maintenance and repair on "Type E" roadways, situated within the territorial limits and jurisdiction of City, such maintenance to be fully funded and paid for at City's costs and expense; and

WHEREAS, City now desires County to perform such maintenance and repairs, consisting of reconstruction and overlay of streets listed on attachment A, public roadway situated in the City of Seagoville, Texas, as more fully described on Attachment "A";

NOW THEREFORE THIS PSA is made by and entered into by County and City, for the mutual consideration stated herein.

Witnesseth

Article I

Project Specific Agreement

This PSA is specifically intended to identify a Project authorized under the Master Agreement, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporates each term and condition thereof as if fully set forth herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II

Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2013-0947,

- dated March 27, 2016, and additions thereto as incorporated herein,
2. The Construction Estimate (Attachment "A"), and
 3. Map/Diagram of the Proposed Work Site (Attachment "B").

Article III

Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

Article IV

Project Description

This PSA is entered into by the parties for repair, maintenance and improvements conducted on "Type E" public roadway within the City of Seagoville, Texas. The Project shall consist of reconstruction and overlay of Streets listed on attachment A, in the City of Seagoville, Texas, (hereinafter "Project"), and as more fully described in Attachments "A" and "B". The Project is authorized by the aforementioned Master Agreement, with the parties' obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of street located within the City.

Article V

Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA 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 PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

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

Article VI
Agreements

I. **City's Responsibilities:**

1. City, at its own expense, shall be responsible for the following: (a) Informing the public of the proposed maintenance or construction of the Project; (b) acquiring any right-of-way necessary to complete the Project under consideration; (c) locating all manholes, water valves, and other utilities within the Project; (d) making all utility relocations or adjustments necessary for the Project; (e) remediation of any hazardous or regulated materials, or other environmental hazard on or near the Project location; and (f) funding the purchase, of all materials necessary to perform the Project construction.
2. City shall further be responsible for all maintenance when the Project is completed.

III. **County Responsibilities:**

1. County shall provide labor, manpower and equipment necessary to complete the Project.
2. County shall complete all completed services in a good and workmanlike manner.

IV. **Funding:**

County and City mutually agree that City shall be responsible to pay One Hundred Percent (100%) of the costs and expenses necessary to carry out and to perform the Project. The parties hereto further agree that City shall be responsible to pay \$282,580.00.

1. City shall only be liable and responsible for the amounts set forth in this PSA, and any properly executed amendments and/or supplements hereto, and
2. Should the final cost of the Project exceed the initial and anticipated Project costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein.
3. Immediately upon commencement of the Project by County, City shall deposit with the Dallas County Treasurer, 282,580.00, representing the full amount to be paid to County.

Article VII
Miscellaneous:

- I. **Indemnification.** County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other 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.

II. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.

III. Applicable Law. This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.

IV. Notice. All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:

Director of Public Works
Dallas County
411 Elm Street, Suite 400
Dallas, Texas 75202

and

Commissioner John Wiley Price
Road & Bridge District #3
411 Elm Street, Second Floor
Dallas, Texas 75202

CITY:

Director of Public Works
City of Seagoville
702 N. Hwy 175
Seagoville, Texas 75159

V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.

VI. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.

VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.

VIII. Counterparts. This PSA 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.

IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.

X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.

XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council of the City of Seagoville

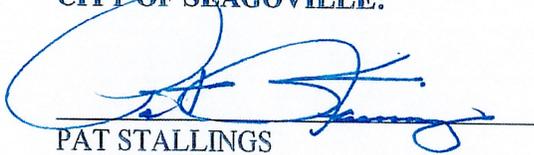
The City of Seagoville, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution 12-R-16, Minutes 3-7-16, dated the 7 day of March, 2016.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2016.

Executed this the 8 day of March, 2016.

Executed this the _____ day of _____, 2016.

CITY OF SEAGOVILLE:



PAT STALLINGS
CITY MANAGER

COUNTY OF DALLAS:

CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:



DARA CRABTREE
CITY SECRET

DALLAS COUNTY
SUSAN HAWK
DISTRICT ATTORNEY



Sherri Turner
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).



DALLAS COUNTY COMMISSIONER
John Wiley Price
District 3

Attachment (A)

RECONSTRUCTION ESTIMATE FOR DENNIS, FISK, ROBINWOOD, LYNELL
AND WANDA. TYPE (E) STREET.

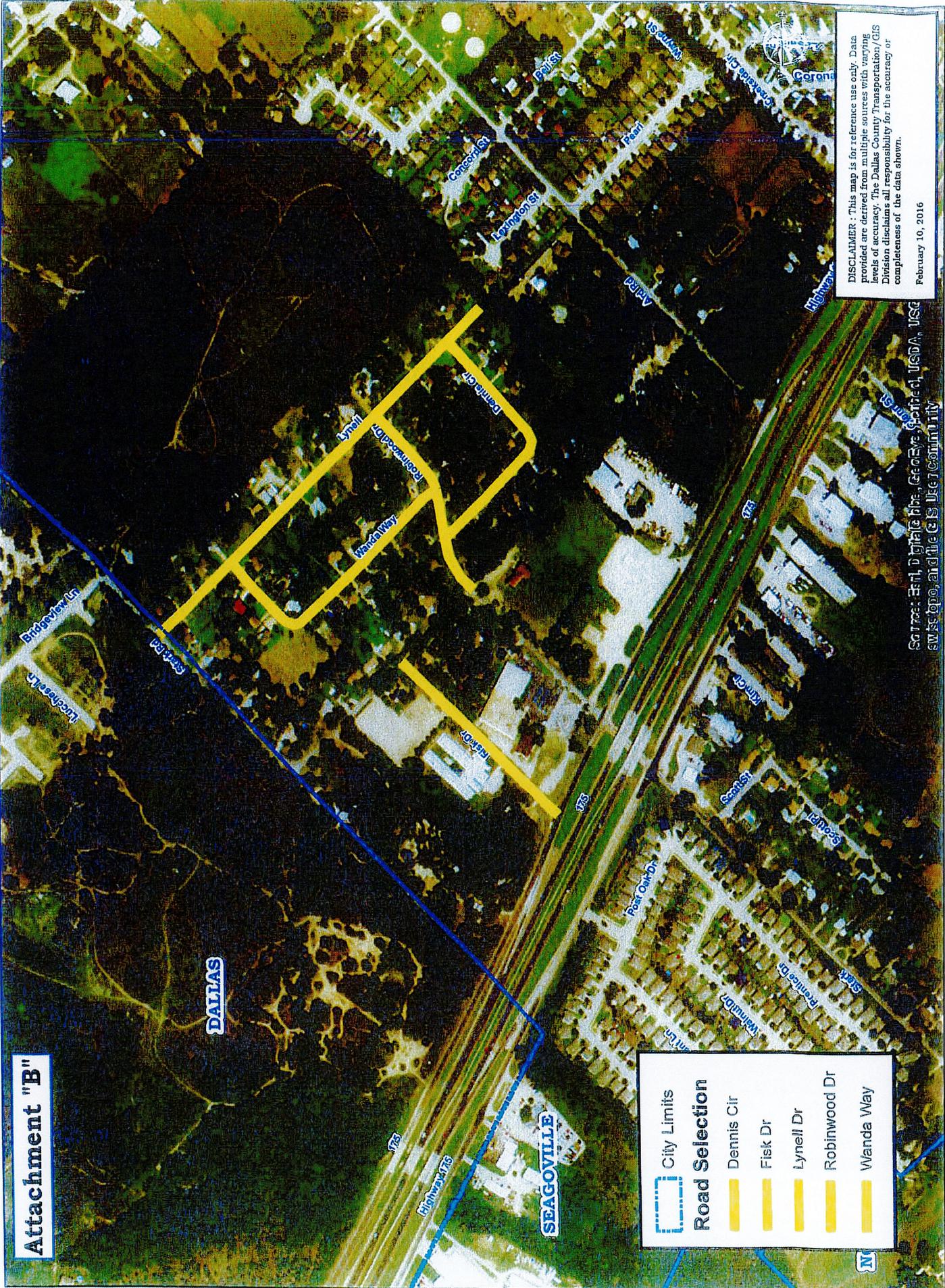
SCOPE OF WORK: MILL, INPLACE, ADDING STABILIZER, PRIME COAT,
ONE COURSE CHIP SEAL WITH TWO INCH HMAC, TYPE D OVERLAY
INCLUDING DRIVEWAYS, CLEAN DITCHES AS NEEDED, REPLACE FOUR
SETS OF DRIVEWAY PIPE, REPLACE THREE ROWS OF PIPE CROSSING
DENNIS,

STREET	TY	BEGIN	END	LENGH T	WIDTH	SY	BLOCK		CITY COST	PROJECT COST
Lynell Dr	E	Stark	End	1,900	22	4,644	2,700-3,000		92,880.00	92,880.00
Dennis Cir	E	Robinwood	Lynell	1,075	22	2,628	2800-2900		52,560.00	52,560.00
Robinwood Dr	E	Stark	Lynell	800	22	1,956	200-400		39,120.00	39,120.00
Wanda Way	E	Lynell	Robinwood	1,145	22	2,799	2,900-3,000		55,980.00	55,980.00
Fisk Rd	E	Stark	Hwy 175	360	22	2,162	100-200		42,040.00	42,040.00
							TOTAL		\$282,580.00	\$282,580.00

CITY TO FURNISH WATER AND ALL UTILITY LOCATES.

LOCATES MUST BE RENEWED AS NEEDED.

Attachment "B"



	City Limits
	Road Selection
	Dennis Cir
	Fisk Dr
	Lynell Dr
	Robinwood Dr
	Wanda Way

DISCLAIMER: This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The Dallas County Transportation (CTS) Division disclaims all responsibility for the accuracy or completeness of the data shown.

February 10, 2016

Sources: Esri, DigitalGlobe, GeoEye, IGN, USDA, USGS, Swisstopo, and the GIS User Community



City of Seagoville

702 N. Hwy 175 ★ Seagoville, Texas 75159
Phone (972) 287-2050 ★ Main Fax (972) 287-3891
www.seagoville.us

October 16, 2020

Maria Hernandez
2902 Wanda Way
Seagoville, Texas 75159

RE: Concerns expressed at October 5, 2020 Regular City Council Meeting

Dear Ms. Hernandez:

On October 5, 2020, you appeared before the City Council during the citizen's comment period to express some concerns that you had regarding the City and City services. As you know, following that meeting the City staff began reviewing and addressing your concerns as set forth in the handwritten notes you provided. Using said notes as a guide, the City offers the following:

- You began expressing your desire that all City staff be informed of the City's requirements for building permits stating you had been misinformed on materials allowed for a culvert.

We do not have details on this issue as to who may have provided you incorrect information. We have reviewed the building permit issued on May 14, 2020, which states "we will be buying wood for the forms and rebar and will be purchasing cement to accomplish this project" and which also provides for an "18-inch culvert" but does not provide for the material of the culvert. We have also been able to locate written correspondence between you and our staff concerning the installation of structures and culvert size. Again, this does not address the required material of the culvert. Therefore, we have talked with staff advising that they provide the information directly from the Codes and Ordinances to assist in preventing misunderstandings.

- The next issue had to do with digging the trench and requesting reimbursement for the same since it is on the City's easement. You have specifically written in the margin on this document \$400 beside this request.

Several staff members have been to the location and determined the ditch ("trench") is actually in the City's Right-of-way. However, you as the property owner would be considered the *Right-of-way user* as defined in Section 21.13.032 of the City of Seagoville Code of Ordinances ("Code"). During the course of replacing the driveway, the drainage ditch was obstructed which is a violation of the Code as well as other laws. The obligation to clear the obstruction created while doing this work is on the property owner or the person doing the excavations, who you have identified as your neighbor in this case. In addition, you as the property owner

are responsible for maintaining the property to the curb line or street. Therefore, the responsibility did fall on you.

As provided in Section 21.11.119 of the Code, the City of Seagoville does have a program wherein the City may participate in certain reconstruction projects on a 50/50 basis if monies are available. With regard to your situation, the City Manager has approved the City's participation for the digging of the ditch. In the notes you provided to us on October 5, 2020, you handwrote \$400 beside the request for reimbursement for the digging of the ditch. However, when we asked for the invoice, we received a handwritten letter from the excavator on October 13, 2002, stating the charge was \$800.00, which is a discrepancy. Therefore, the City Manager has agreed to reimburse the amount of \$400.00 for the digging and clearing of the ditch in the City's right-of-way. The check will be forwarded under separate cover after processing.

- The next issue on your list concerned the calling in of "major leaks" and not receiving a courtesy call back from the City.

The City Manager has met with all Department Directors concerning customer service so this issue has been addressed appropriately. However, be advised that due to the number of calls received daily, the City staff is not always in a position to make a courtesy call and that is especially true of the "after hours" staff.

- Next, you mention the lighted sign at Central Park.

The LED sign located at Central Park is a Seagoville Economic Development Corporation ("SEDC") project. The SEDC is a separate corporation and its funds are obtained from sales tax. The sign was purchased by the SEDC to be utilized by the City as well as located on City property. Its purpose is to keep the citizens of Seagoville, as well as those traveling through our City, apprised of upcoming events, news, and things of that nature. It definitely serves its purpose for those who do not have internet access to obtain the information from our website or social media pages.

- Your next concern is the "small playground on Kaufman Street" not being "the best fit and safe location".

Again, this is a SEDC funded project. We would advise this is not a standard playground but rather an "inclusive playground", which has been named Freedom Park. Freedom Park contains equipment and ground cover that can be utilized by children of all abilities. It is wheelchair compatible and serves children with and without disabilities. Being close to the elementary school makes this the appropriate location for this type facility and all appropriate safety measures have been taken.

- Next, you expressed the need for “our tax dollars” to go to much needed improvements. You provide example such as water, streets and consideration of raises for the employees.

Within the last five (5) years, the City has established programs exactly for these purposes. A system was created wherein reconstruction and/or repair of streets and utilities are prioritized and available funds are budgeted each year specifically for these projects. Numerous streets have already been reconstructed and/or repaired (not patched). Several utility lines throughout the City have been upgraded and/or replaced as well.

Please note that with regard to raises, City employees have received a minimum 3% increase each year for the last five (5) years.

- Last, but certainly not least, you express your concern about the loose dogs and animal control.

We are very proud of our Animal Services Department. This Department consists of one (1) full-time Animal Control Officer and two (2) part time Shelter Attendants. These three (3) individuals are responsible for all areas of Animal Control, including the maintaining of the shelter and the care of the animals contained therein. The Animal Control Officer deals with the search and capture of the pets of responsible pet owners whose pets have gotten out of their secured areas, irresponsible pet owners who do not keep their pets in a secured area, pets who have been “dumped out” in the City for reasons known only by their owners, strays, and all others. Because he is all over the City, it may take him some time to complete the call he is on when he receives your call creating a delay in his response time, which often provides the animal time to get away. We do not believe he intends for you to capture the dog although he may ask if you can lock it your fenced area or something similar while he is finishing a call and/or in route.

We appreciate you bringing forward your concerns. We hope we have provided a response to each one. If you have an issue, please contact us directly so that we can address the same timely. Please know that we are here to assist you, the citizen of Seagoville, in any way we possibly can.

Sincerely,

Cindy D. Brown
Director of Administrative Services

cc: City Manager Pat Stallings



City of Seagoville

702 N. Hwy 175 ★ Seagoville, Texas 75159
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October 29, 2020

Maria Hernandez
2902 Wanda Way
Seagoville, Texas 75159

***RE: City of Seagoville 50/50 Participation
Digging of Ditch in Right-of-way***

Dear Mrs. Hernandez:

Pursuant to our correspondence on October 16, 2020, wherein we advised that the City Manager approved the City's participation in the costs for the digging of the ditch in the City's Right-of-Way at 2902 Wanda Way, please find attached our check number 059664 in the amount of \$400. This amount was determined based on the handwritten receipt that you provided us from Mr. Santiago Flores, the excavator, which provided the total cost was \$800. City Manager Stallings approved a 50% participation from the City.

If you have any questions or require additional information, please feel free to contact us at your convenience. Thank you for your assistance with regard to this matter.

Sincerely,

Cindy D. Brown
Director of Administrative Services

Encl: As Stated

*Human Resource/Risk Management Department
Direct Dial: 972.287.5380 / Secured Fax 469.319.5044
Email: cbrown@seagoville.us*

Regular Session Agenda Item: 13

Meeting Date: May 15, 2023

ITEM DESCRIPTION:

Discuss and consider boards & commissions.

BACKGROUND OF ISSUE:

This item was requested by Councilmember Fruin.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 14

Meeting Date: May 15, 2023

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: 15

Meeting Date: May 15, 2023

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: 16

Meeting Date: May 15, 2023

ITEM DESCRIPTION:

Recess into Executive Session

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

- A. § 551.071. Consultation with City Attorney: receive legal advice related to Santorini**

- B. § 551.071. Consultation with City Attorney: to seek legal advice and consider the engagement of Matthew G. Nielsen and the Bracewell LLP as special legal counsel in relation to Seagoville Laguna Azure, LLC and/or Megatel Homes concerning the Santorini Development**

- C. § 551.074. Personnel- to discuss the institution of a recruitment search for candidates for the office of City Secretary**

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 17

Meeting Date: May 15, 2023

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. Consultation with City Attorney: receive legal advice related to Santorini**
- B. § 551.071. Consultation with City Attorney: to seek legal advice and consider the engagement of Matthew G. Nielsen and the Bracewell LLP as special legal counsel in relation to Seagoville Laguna Azure, LLC and/or Megatel Homes concerning the Santorini Development**
- C. § 551.074. Personnel- to discuss the institution of a recruitment search for candidates for the office of City Secretary**

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 18

Meeting Date: May 15, 2023

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to negotiate and execute a contract for executive recruitment consulting services for the office of City Secretary with DC Municipal Consulting; and providing an effective date.

BACKGROUND OF ISSUE:

Section 5.02 of the City Charter of the City of Seagoville provides that the City Council shall, in consultation with the City Manager, appoint and set the compensation for a City Secretary who shall be the administrative officer of the Office of the City Secretary. Kandi Jackson, the incumbent City Secretary, has tendered her resignation effective at the close of business on May 17, 2023, and the City Council has accepted that resignation.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution – authorizing the City Manager to negotiate and execute an agreement for the recruitment search for the Office of City Secretary

Agreement – w/DC Municipal Consulting for Recruitment Consulting Services

CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR EXECUTIVE RECRUITMENT CONSULTING SERVICES FOR THE OFFICE OF CITY SECRETARY WITH DC MUNICIPAL CONSULTING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 5.02 of the City Charter of the City of Seagoville provides that the City Council shall, in consultation with the City Manager, appoint and set the compensation for a City Secretary who shall be the administrative officer of the Office of the City Secretary; and

WHEREAS, Kandi Jackson, the incumbent City Secretary, has tendered her resignation effective at the close of business on May 17, 2023, and the City Council has accepted that resignation; and

WHEREAS, having consulted with the City Manager, the City Council of the City of Seagoville finds it to be in the best interest of the City of Seagoville to authorize the City Manager to negotiate and execute an agreement for the recruitment search for the office City Secretary with DC Municipal Consulting;

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

SECTION 1. The City Manager is hereby authorized to negotiate and execute a contract for executive recruitment consulting services, in substantially the form of that attached hereto and incorporated herein by reference as Exhibit "A", with DC Municipal Consulting, for provision of executive recruitment search and consulting services relating to candidates for the office of City Secretary.

SECTION 4. This Resolution shall take effect immediately upon passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE,
TEXAS, ON THIS 15th DAY OF MAY, 2023.**

APPROVED:

Stepper Sebastian, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

**Victoria W. Thomas, City Attorney
(051223vwtTM135042)**

EXHIBIT A
**[Proposal and Contract for Executive Recruitment Consulting Services with DC
Municipal Consulting]**



Proposal and Contract for Executive Recruitment Consulting Services

May 2023

Respectfully submitted by:



Katie Corder, Partner

Molly Deckert, Partner

Philosophy for a Successful Project

At DC Municipal Consulting (DCMC), we pride ourselves on providing professional, customized services to all of our clients. As a small firm, we have the ability to work closely with our clients to ensure that all of their needs are met. We provide a scope of work with a timeline, but allow for flexibility throughout the life of the project. Molly Deckert and Katie Corder, Founding Partners, will be responsible for performing the work as outlined in the scope. If awarded, DCMC will make this project a priority. We value long-term client relationships and will focus on learning the culture and the strategic goals of the organization.

Communication between DCMC and the City of Seagoville is critical to the success of the project and to build trust in the process and results. During the project, DCMC will provide the City with bi-weekly status updates. Additionally, DCMC will contact the Mayor or designated project liaison with any questions that arise during the project. DCMC requests that the City be responsive to our inquiries, notify us if there are changes to the schedule, and provide updated records, as needed.

Project Scope of Work

DCMC will provide comprehensive executive recruitment services to the City of Seagoville for the City Secretary position. The services may be tailored for the position needed; however, DCMC is proposing the following scope of work for the City of Seagoville.

Phase 1: Advertising and Recruiting

- DCMC will virtually meet with the Mayor and/or project representative and City Manager to outline the recruitment process and discuss candidate salary range and benefits.
- DCMC will virtually meet with City Council members and/or key staff members and the county elections board chair, if desired, to discuss the recruitment process and characteristics of an ideal candidate.
- DCMC will develop advertising language for recruitment.
- DCMC will identify an advertising and marketing plan with approval from the Mayor and/or project representative.
- DCMC will post the position for recruitment and accept all applications.
- DCMC will continually manage the applications and communicate with potential applicants.

Phase 2: Candidate Screening and Review

- DCMC asks the City Council to determine a Hiring Team for this recruitment. The Team can consist of all City Council members and/or consist of designees from the City Council and members of the City staff.
- DCMC will evaluate all submitted applications and present to the Hiring Team the top 8-10 candidates. DCMC will facilitate a discussion with the Hiring Team to select 3 finalists to be interviewed by the Mayor and City Council.
 - DCMC will conduct virtual initial interviews with 8-10 top candidates prior to recommending the Hiring Team for consideration.

- DCMC will communicate with all candidates regarding their status in the recruitment process.

Phase 3: Interview Process

- DCMC will recommend an interview process, schedule the finalists, and provide a list of “Interview Questions” to assist the Mayor and City Council in conducting the interviews.
- DCMC will engage a third party company to conduct an extensive background check on each of the finalists prior to the interview. The background includes:
 - SSN trace and address verification
 - Credit and financial summaries and credit bureau report
 - Personal information, address, and employment comparisons
 - County criminal and civil records search
 - State and federal criminal records search
 - Sex offender records search
 - Driving/motor vehicle records
 - Education verification
- DCMC will conduct a reference check on all of the finalists.
- DCMC will facilitate the onsite interview process and deliberations with the Mayor and City Council after all finalists are interviewed.
- DCMC will communicate with all finalists regarding their status in the recruitment process.

Phase 4: Hiring Process

- DCMC will assist the Mayor and City Council with making a formal offer and subsequent negotiations (if needed).
- DCMC will provide negotiated terms for the Mayor and City Council to provide to the City Attorney for contract development.

Timeline and Fees

Project Timeline:

	<i>Completion</i>
Phase 1: Advertising and Recruiting	6 weeks
Phase 2: Candidate Screening and Initial Interviews	2 weeks
Phase 3: Interview Process	3 weeks
Phase 4: Hiring Process	1 week

Professional Service Fee Structure:

Phase 1: Advertising and Recruiting	\$12,000
Phase 2: Candidate Screening and Initial Interviews	\$8,000
Phase 3: Interview Process	\$4,000
Phase 4: Hiring Process	\$1,000
 TOTAL PROFESSIONAL FEE	 \$25,000

The professional fee includes up to ten virtual meetings:

1. DCMC will virtually meet with the Mayor and City and/or project representative and City Manager regarding the recruitment process and discuss candidate salary range and benefits.
2. DCMC will virtually meet with City Council members and/or key staff members and the county elections board chair, if desired, regarding the recruitment

process and characteristics of an ideal candidate. This includes up to eight meetings.

3. DCMC will virtually meet with the Hiring Team to select 3 finalists to be interviewed

The professional fee includes up to one in-person meetings:

1. DCMC will assist the City Council in conducting the interviews.

EXPENSES

- Any expenses incurred (printing, mileage, etc) will be billed at the actual cost.
- Executive Recruitment Expenses will be billed to the City of Seagoville directly or by DCMC at the actual rate. Ad placement varies based on organization and city memberships. Background check pricing varies depending on the complexity of the candidate's history, but it is approximately \$300 per candidate.

Contract Terms

Entire Agreement/Amendment:

This Agreement sets forth the entire agreement of the Parties and supersedes all previous agreements and understandings between the Parties. This Agreement may be amended or modified only by prior written agreement by both Parties.

Term of Contract:

The services outlined in the proposal are to be completed 4 months after the commencement of the project. The hourly rate will be applicable for 12 months. Any term adjustments will be approved by both parties.

Payment for Services:

The City of Seagoville will make payments to DCMC within 14 days of receiving an invoice. DCMC will invoice prior to the first phase and then monthly to follow.

Assignment:

DCMC shall not assign any of its rights or obligations under this Agreement without the prior written consent of the City of Seagoville.

Termination:

This contract may be terminated at any time upon 30 days written notice by The City of Seagoville or DCMC. In the event of termination, the City of Seagoville will be provided with copies of work and DCMC will be compensated for work satisfactorily performed before the termination date.

Project Representation:

The City of Seagoville agrees to appoint a Project Representative to assist in obtaining information from various City Departments as requested by DCMC and in coordinating, monitoring, and evaluating the project to its completion.

Expenses:

Any expenses incurred (printing, mileage, etc) will be billed at the actual cost.

Fee for Work Outside Scope:

If the City of Seagoville requests work that is not included in this scope, DCMC will be billed at an hourly rate of \$200 for remote work and \$250 for on-site work.

IN WITNESS WHEREOF, by their respective signatures below, the parties have caused the Contract.

Patrick Stallings, City Manager

Date



Katie Corder, DCMC Partner

May 10, 2023

Date

DC Municipal Consulting

Partners Information

Molly Deckert and Katie Corder are the Founding Partners of DCMC. Contact information is provided below.

Molly Deckert

Molly@dcmunicipalconsulting.com

816-804-2818

Katie Corder

Katie@dcmunicipalconsulting.com

214-926-3283

www.dcmunicipalconsulting.com

DCMC Background

DC Municipal Consulting (DCMC) was formed in August of 2017 as a women-owned firm specializing in consulting for local governments. DCMC has completed projects focusing on human resource management, executive recruitment, compensation and pay plan development, policy development, and grant application preparation. Katie Corder and Molly Deckert have over 40 years of experience combined in municipal government and consulting.

DCMC has completed projects focusing on human resource management, executive recruitment, compensation and pay plan development, policy development, and grant application preparation, including:

- **Compensation/Pay Plan Review and Market Analysis**
 - City of Aledo, Texas (2023)
 - City of Athens, Texas (in progress)
 - City of Balch Springs, Texas (2022)
 - City of Fate, Texas (2021)
 - City of Forney, Texas (2018)
 - City of Heath, Texas (2018)
 - City of Lavon, Texas (in progress)
 - City of Melissa, Texas (2019 and 2021)
 - City of Mount Pleasant, Texas

- City of Josephine, Texas (2022)
- City of Royse City, Texas (2020)
- City of Watauga, Texas (2022)
- City of Wilmer, Texas (2023)

- **Executive Recruitment**
 - City of Aledo (Public Works Director)
 - City of Josephine, Texas (City Administrator)
 - City of Mount Pleasant, Texas (Police Chief, Building Official, Public Works Director/City Engineer, Parks Director, and Planner)

- **Job Description Development**
 - City of Balch Springs, Texas
 - City of Heath, Texas
 - City of Lavon, Texas (in progress)
 - City of Josephine, Texas
 - City of Mount Pleasant, Texas
 - Strategic Government Resources (SGR)

- **Performance Evaluation Tool Development**
 - Town of Little Elm (360 Performance Review Survey Tool Creation and Administration)
 - City of Mount Pleasant
 - Strategic Government Resources (SGR)

- **Policy and Procedures Development**
 - City of Abilene, Texas (Personnel Manual Rewrite and Purchasing Policy Training)
 - Town of Little Elm, Texas (Hiring Policy Development and Training)

DCMC has completed nine compensation and pay plan projects. Katie and Molly will be dedicated to your project and Molly will serve as the primary contact for the project. Additionally, Jeremy Brudwick, Project Specialist, a master of public administration student /intern will be assisting with data collection.

Key Project Personnel

Katie Corder, Partner

For the past twelve years, Katie has been engaged in municipal consulting. Her professional project experience includes executive recruitment, citizen surveys, grant writing, community award applications, curriculum writing for employee training, development of a webinar series for executive level managers, and market/compensation studies. During her four years of consulting as an executive recruiter for a national executive search firm, Katie worked directly with governing bodies, professional staff, and prospective executives to match the right candidate with the right opportunity. Katie successfully placed over 30 executives in 15 communities as a Sr. Vice President - Executive Recruitment for SGR.

Katie previously served as Assistant City Manager for the City of Rowlett, Texas. During her tenure with Rowlett, Katie oversaw communications, library services, and parks and recreation. She managed City Council agendas, prepared budgets, and developed strategic planning. Katie also held management positions for the communities of Sedona, Arizona, and Olathe, Kansas.

A graduate of Leadership ICMA and the Senior Executive Institute at the University of Virginia, Katie holds a Bachelor of Business Administration degree from the University of Tulsa and a Master of Public Administration degree from the University of Kansas.

Molly Deckert, Partner

Molly Deckert has provided consulting services to municipalities for twelve years. Prior to forming DCMC, her key project experiences include federal grant writing for housing and economic development projects as an independent contractor and executive level recruitment for a national executive search firm. As a recruiter, she worked directly with governing bodies, professional staff, and prospective executives to match the right candidate with the right opportunity. Molly successfully placed over 50 executives in 25 Texas communities during her four- year tenure as a Sr. Vice President - Executive Recruitment for SGR.

Molly previously served as Assistant City Administrator for the City of Lenexa Kansas; Senior Budget Analyst for the Office of Budget and Planning, District of Columbia Government in Washington, D.C.; and Project Manager/Public Policy Analyst for the National Hispanic Housing Council in Washington, D.C. During her nine years with the City of Lenexa, Molly oversaw government affairs, economic development, neighborhood revitalization, municipal courts and social services relations.