



**SEAGOVILLE, TEXAS
CITY COUNCIL REGULAR MEETING AGENDA
MONDAY, AUGUST 07, 2023**

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

WORK SESSION – 6:30 PM

Call to Order

A. Discuss regular session agenda items.

Adjourn

REGULAR SESSION – 7:00 PM

Call to Order

Invocation

Pledge of Allegiance

Routine Announcements, Recognitions, and Proclamations

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 July 17, 2023, July 24, 2023, and July 31, 2023. (City Secretary)**

REGULAR AGENDA**2. Recess Into Executive Session**

Council will convene into closed Executive Session in accordance with Texas Government Code pursuant to the following:

A. **Section 551.071** – Consultation with City Attorney: Seek legal advice regarding the Boards and Commission appointments with possible discussion and action related thereto in open session.

3. Reconvene Into Open Session

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

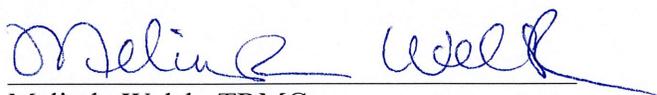
4. Conduct interviews with Boards & Commissions Applicants for appointments and reappointments. (Interim City Secretary Melinda Welsh)**5. First Reading – Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Diana E. Guzman as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date. (City Manager Patrick Stallings)****6. First Reading – Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving the Seagoville Economic Development Corporation expenditure in an amount not to exceed a total of \$90,000 to Llano River Fence Company for the installation of replacement fencing and to Pro Track and Tennis, Inc., for the resurfacing of the courts located at C.O. Bruce Central Park; providing for a severability clause; and providing an effective date. (City Manager Patrick Stallings)****7. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, ratifying emergency repairs of a partially collapsed storm drain and street; and authorizing the City Manager to make payment to C&M Concrete in an amount not to exceed seventy thousand five hundred seventy-seven dollars and sixty cents (\$70,577.60) and execute any and all documents necessary; and providing an effective date. (Public Works Director Chris Ryan)****8. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute an interlocal agreement with the North Central Texas Emergency Communications District for Regional 9-1-1 service; providing a savings clause; providing a severability clause; and providing an effective date. (Police Support Services Manager Christine Wirth)****9. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute Amendment No. 2 to the Memorandum of Understanding/Interlocal Agreement with Dallas County to**

participate in Urban Counties' TechShare.Juvenile Program for the purpose of sharing criminal justice information; providing a repealing clause; providing a savings clause; and providing an effective date. (Police Support Services Manager Christine Wirth)

- 10. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Seagoville Code of Ordinances Chapter 13 "Offenses and Nuisances", Article 13.06 "Minors", by repealing Division 2 "Curfew"; providing a savings clause; providing a severability clause; and providing an effective date. (Police Chief Ray Calverley)**
- 11. Consider rescheduling the September 04, 2023, Council meeting due to the Labor Day Holiday. (Interim City Secretary Melinda Welsh)**
- 12. 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 Diana E. Guzman as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date. (City Manager Patrick Stallings)**
- 13. Second Reading – Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving the Seagoville Economic Development Corporation expenditure in an amount not to exceed a total of \$90,000 to Llano River Fence Company for the installation of replacement fencing and to Pro Track and Tennis, Inc., for the resurfacing of the courts located at C.O. Bruce Central Park; providing for a severability clause; and providing an effective date. (City Manager Patrick Stallings)**
- 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.**

Adjournment

Posted Friday, August 04, 2023, by 3:00 P.M.



Melinda Welsh, TRMC
Interim 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, August 14, 2023, Special City Council Meeting**
- **Monday, August 21, 2023, Regular City Council Meeting**
- **Monday, August 28, 2023, Special City Council Meeting**
- **Monday, September 04, 2023, City Holiday – Labor Day**

Consent Session Agenda Item: 1

Meeting Date: August 07, 2023

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes for July 17, 2023, July 24, 2023, and July 31, 2023.

BACKGROUND OF ISSUE:

Approve City Council Meeting Minutes for July 17, 2023, July 24, 2023, and July 31, 2023.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

July 17, 2023, Work Session
July 17, 2023, Regular meeting
July 24, 2023, Workshop
July 31, 2023, Workshop



**MINUTES OF CITY COUNCIL
WORK SESSION
JULY 17, 2023**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 PM on Monday, July 17, 2023, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

| | |
|--------------------------|---------------|
| Lackey Stepper Sebastian | Mayor |
| Harold Magill | Mayor Pro-Tem |
| Jose Hernandez | Councilmember |
| Rick Howard | Councilmember |
| Allen Grimes | Councilmember |
| Jon Epps | Councilmember |

The following staff members were also present: City Manager Patrick Stallings, Assistant City Manager Cindy Brown, Police Chief Ray Calverley, Sgt. Karl Bailey, Finance Director Gail French, City Attorney Victoria Thomas, and Interim City Secretary Melinda Welsh.

A. Discuss Regular Session Agenda Items

- 1. Consider approving City Council Meeting minutes for June 20, 2023, June 26, 2023, July 03, 2023, and July 06, 2023. (Interim City Secretary)**

No questions on this item.

- 2. Recess Into Executive Session**

Council will convene into closed Executive Session in accordance with Texas Government Code pursuant to the following:

- A. Section 551.071 – Consultation with City Attorney: Seek legal advice regarding the Boards and Commission appointments with possible discussion and action related thereto in open session.**

- 3. Reconvene Into Open Session**

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

No questions on this item.

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

No questions on this item.

- 5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, amending the authorized representatives for TexPool (An investment service for public funds); and providing an effective date. (Finance Director)**

Finance Director Gail French stated this is a resolution to remove the former mayor from the city's investment account as an authorized signer and to add Mayor Sebastian to the investment account so that he is authorized to make transactions or sign documents. It will also add the senior accountant as inquiry-only person.

- 6. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, authorizing and approving an amendment to Ordinance No. 19-2022, which adopted the operating budget for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023, by amending the personnel costs and authorized positions in the Animal Services Department to provide an additional \$13,343.96 appropriation for the transition of two part-time Animal Shelter Attendants to full-time and funding of the additional cost from the General Fund balance; authorizing the City Manager to make said adjustments; providing for the repeal of all ordinances in conflict; providing a severability clause; and providing an effective date. (Police Chief)**

City Manager Pat Stallings stated that Police Chief Ray Calverley will speak on this item and go into more detail. The city has a real need to have full-time Staff at the Animal Shelter and have found a way to do it.

Police Chief Ray Calverley stated that since 2010, when the Police Department took the Animal Services over again, have had two part-time shelter attendants. Over the past few years, the city has grown, and so has the population of animals not only coming into the city but also coming into the shelter. As you know, the city is in the process of building a new animal shelter, which will require more staffing, and right now is a good time to do this. Staff found a way to accomplish it, with the City Manager's help. It will benefit in a lot of ways, but the biggest way is keeping the shelter open seven days a week, eight hours a day from 8 AM – 5 PM and it is a seven-day-a-week, 365-day operation because the animals must be taken care of in that manner. Additionally, it will give the attendants more time to clean the shelter. This will give them an extra eight hours throughout the day to spot clean, so it will not be as bad when they walk in first thing in the morning. It is being proposed to move the two current part-time shelter attendants to full-time positions. In doing that for the remainder of this year, it would encumber \$13,343.96 to accomplish it. There will need to be a budget adjustment or budget configuration for the 2023-24 budget year that will encompass all the benefits, and everything combined. This action will make two full-time Animal Control Officers (ACO) and two full-time shelter attendants.

City Manager Pat Stallings stated there appears to be a rise, as is happening nationwide. One of the things that hits Seagoville is that some of the local communities do not have Animal Services and Seagoville is a no-kill shelter so a lot of animals are dumped here. The city works

hard to keep the no-kill status and is becoming more and more difficult. Making these two part-time staffers full-time will help.

Chief Calverley stated it will certainly help as far as adoptions and other business goes. Currently, if anyone comes to the shelter to adopt an animal after 1:00 PM, they must wait until an ACO is available to come in from a call, and the citizen may or may not wait.

7. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, adopting amendments to the Home Rule Charter approved by the voters of the City of Seagoville, Texas, at an election held on May 6, 2023; and providing for an effective date. (City Attorney)

City Attorney Victoria Thomas stated that on May 6, 2023, voters approved eight propositions, A through H, which approved various amendments to the Home Rule Charter. The amendments affected six sections of the Charter and also added one new section. Those sections, as they are amended by the approved propositions, are shown on Exhibit A to the ordinance that is in the agenda packet. The need to adopt this ordinance, even though voters already approved the amendments, is a bookkeeping matter. It will allow the City Secretary to be able to certify it and send to the codifiers that codify the city's charter and code of ordinances online and in paper format and make sure that those amendments show up. Additionally, state law requires the City Secretary to maintain a copy of the Home Rule Charter amendments, and so this will give her that in an ordinance format. State law also requires the mayor to certify to the Secretary of State the Charter Amendments and this will allow him to do that in an ordinance form, which summarizes all the amendments.

8. Discuss and consider directing Staff on the frequency of payments to the Mayor and Council, due to the recent voter passage in the May 6, 2023, Special Election of the Charter amendment allowing same. (City Secretary)

City Manager Pat Stallings stated that a consensus is needed so that when this item is discussed in regular session, there is a record vote on the payment frequency that Council chooses.

Interim City Secretary Melinda Welsh stated that this question is a result of a recent voter-approved Charter amendment to begin a per-meeting payment to Mayor and City Council. Ms. Welsh stated that she polled surrounding cities to see what they did and it varied quite a bit. Some paid Mayor and Council quarterly, and some were semiannually, or annually. It is up to Mayor and Council to decide on the frequency and are looking for direction.

After a brief discussion, it was the consensus of Mayor and Council to be paid quarterly but will vote on this item at the regular meeting later in the evening.

9. Report and discuss the changes in rules regarding mobile food service establishments due to the passage of HB 2878. (City Attorney)

City Attorney Victoria Thomas stated the new rules are effective on September 1, 2023. This House Bill amends Chapter 437A, mobile food establishments, and it only applies to four

counties currently, because of a population requirement, which is Dallas, Tarrant, Harris, and Bexar Counties. The bill says if you have a food truck, a mobile food vending operation, then the city does not regulate the inspection and the licensing, the county does that. Once the county does it, then the food truck can operate anywhere in the county, including all municipalities. Because a small portion of Seagoville is also located in Kaufman County, the question came up if it means that Dallas County regulates those parts of the city that are in Kaufman County and the answer is no. If there is a food truck that wants to operate within the part of the city that is in Kaufman County, the city would still have to license, inspect, and permit that one. The new law does not affect the city's ability to say where food trucks can operate. It does not affect the city's zoning or anything of that nature. This bill primarily takes licensing in Dallas County areas and puts it in the county's domain, not the city's.

Councilmember Hernandez asked if this is for food trucks that are self-propelled vehicles and not a food trailer.

City Attorney Victoria Thomas stated she does not think so, a mobile food establishment means a mobile food unit or roadside food vendor operating from a single preparation facility under the managerial authority of a single permit or license holder, which includes a roadside food vendor. She stated she will review this before the regular session and provide an answer then to see if it covers someone that is not necessarily mobile.

Councilmember Grimes stated that a food trailer is mobile but has to be hitched to something to move.

- 10. Discuss and consider approving an expenditure of \$300.00 for the purchase of a table for advertisement purposes for the Seagoville Chamber of Commerce Annual Live Auction to be held Saturday, August 19, 2023, at the Kaufman Civic Center located at 607 E. Fair Street, Kaufman, Texas. (City Manager)**

City Manager Pat Stallings stated the Chamber of Commerce is holding their annual live auction which will be held at the Kaufman Civic Center, 607 E Fair St., Kaufman, TX, on August 19, 2023. Council needs to consider approving the expenditure of \$300.00 for a table or amend the amount if Council wishes to purchase more tables. Seagoville Economic Development Corporation will also have this item on their agenda to approve a table.

Adjourned at 6:44 PM.

APPROVED:

Mayor Lackey Stepper Sebastian

ATTEST:

Melinda Welsh, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
JULY 17, 2023**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 PM on Monday, July 17, 2023, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

| | |
|--------------------------|---------------|
| Lackey Stepper Sebastian | Mayor |
| Harold Magill | Mayor Pro-Tem |
| Rick Howard | Councilmember |
| Jose Hernandez | Councilmember |
| Allen Grimes | Councilmember |
| Jon Epps | Councilmember |

The following staff members were also present: City Manager Patrick Stallings, Assistant City Manager Cindy Brown, Police Chief Ray Calverley, Sgt. Karl Bailey, Finance Director Gail French, City Attorney Victoria Thomas, and Interim City Secretary Melinda Welsh.

Invocation – *The invocation was provided by Dennis K. Childress.*

Pledge of Allegiance – *The Pledge of Allegiance was led by Mayor Sebastian.*

Routine Announcements, Recognitions, and Proclamations

Mayor Sebastian presented the award for Financial Reporting Achievement by the Government Finance Officers Association for achieving the Certificate of Achievement for Excellence in Financial Reporting to Finance Director Gail French who accepted on behalf of the Finance Department.

Mayor's Report – *Mayor Sebastian stated he has been speaking to real estate people and others buying property in Seagoville who are upset that Council did not approve 3-story buildings, the future is 3 – 5 story buildings, and not just single story, are going higher instead of just spreading out. He further reported that a group of people are trying to put together a citywide garage sale hand in hand with the Hwy 80 corridor that goes into Louisiana, will talk to the City of Crandall and City of Kaufman and see about getting something started on this end of town for next year.*

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.*

Sandra Waggoner, 2401 Seagoville Rd. addressed Council and stated fireworks have been going off on her side of town since June 30, is still ongoing and is concerned, called the Police Department to report, do not know what the solution is, maybe Police Department can be allowed to use drones if they have any, are shooting the fireworks as late as 2 AM, what is being done, is tired of it, signs are put out that fireworks are prohibited so what is being done to stop it. She stated she would also like to speak on the mobile speed limit monitor that has been sitting in the median on Seagoville Road, is a raceway, monitor is doing nothing to slow speeders down, some may speed faster because of it, neighbors on Sunrise Circle have lost fences to speeders, not sure the monitor does any good and has been there for a few months, and is ready for it to be moved.

Philip Pelayo, 1221 Second St, addressed Council and stated he is here tonight as a citizen but is also a board member of the Chamber of Commerce and of the Seagoville Economic Development Corporation. He would like to speak regarding the cancellation of the SeagoFest parade by the executive directors of the Chamber of Commerce. Mr. Pelayo stated he is aware it is not a matter for the city, spoke to each councilmember and discussed supporting and backing the SeagoFest parade if the Chamber decided to hold it, thanks for support for the cause but the Chamber of Commerce decided not to hold it. He thanked Council for taking the time to listen as he attempted to convince the executive directors of the Chamber to move forward with the parade, but it was not successful. He stated that he listened to everyone's concerns, offered strategies to offset these issues so that there could be a safe and fun event, spoke to community leaders, council members, school athletic directors, school liaisons, church leaders and even local car club members, who were in favor of the SeagoFest parade but could not change the mind of the executive directors of the Chamber of Commerce. Since the cancellation of the parade, the list of supporters has doubled in size, is a growing and diverse city, and community involvement and engagement are crucial. He further stated he is here tonight asking for the City Council to consider reaching out in an official capacity to the Chamber of Commerce requesting this parade to continue. If that is not possible, then asks the City Council to take this matter up and create a volunteer parade committee that can continue the traditions of the community, challenges City Council to do what is best for the community, will challenge the Seagoville Economic Development Corporation to do the same, and asked which of you will save the SeagoFest parade.

CONSENT AGENDA

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

- 1. Consider approving City Council Meeting minutes for June 20, 2023, June 26, 2023, July 03, 2023, and July 06, 2023. (City Secretary)**

Motion to approve City Council Meeting minutes for June 20, 2023, June 26, 2023, July 03, 2023, and July 06, 2023. – Magill, seconded by Howard; motion passed with all ayes. 5/0

REGULAR AGENDA

- 2. Recessed Into Executive Session at 7:12 PM**

Council convened into closed Executive Session in accordance with Texas Government Code pursuant to the following:

A. Section 551.071 – Consultation with City Attorney: Seek legal advice regarding the Boards and Commission appointments with possible discussion and action related thereto in open session.

3. Reconvened Into Open Session at 7:30 PM

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

No action taken.

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

Interim City Secretary Melinda Welsh explained that this is the annual appointment/reappointment process. There are three vacancies on the Planning and Zoning Commission, a reappointment on the Board of Adjustment, two vacancies on the Library Board with one applicant and two for reappointment, one vacancy on Keep Seagoville Beautiful and three for reappointment, one vacancy on Seagoville Economic Development Corporation and four for reappointment, and background checks were completed on all of them with one still pending.

Councilmember Hernandez stated to let us start with the Planning and Zoning Commission and asked if Ms. Moore was present.

Amanda Moore stated she has lived in Seagoville for 14 years and has the time and commitment to serve on the Planning and Zoning Commission.

Robert Boyett stated he would like to move from the Board of Adjustment to the Planning and Zoning Commission and has lived in Seagoville for 30 years.

Philip Pelayo stated he would like to be on the Planning and Zoning Commission as well as Seagoville Economic Development Corporation and is aware of the time and commitment to serve on both.

*Motion to appoint to the Planning and Zoning Commission – Place 1-Amanda Moore, Place 3-Robert Boyett and Place 5 (unexpired term ending 6/2024)-Philip Pelayo – Hernandez, seconded by Grimes; motion **failed** 2/3 with Howard, Magill, and Epps opposed.*

Motion to appoint to the Planning and Zoning Commission – Place 1-Philip Pelayo, and Place 3-Robert Boyett – Epps, seconded by Magill; motion passed 3/2 with Hernandez and Grimes opposed.

Motion to reappoint to the Board of Adjustment – Place 2-John Rice – Hernandez, seconded by Magill; motion passed with all ayes. 5/0

Motion to reappoint to the Library Board – Place 1-Sandra Waggoner, and Place 5-Pat Bearden and appoint Place 6-Linda Garrett– Hernandez, seconded by Howard; motion passed with all ayes. 5/0

Motion to reappoint to Keep Seagoville Beautiful – Place 4-Sandra Waggoner, Place 5-Charlotte Hernandez, and Place 7-Mildred Chamberlain and appoint to Place 2 (unexpired term ending 6/2024)-Stacy Wright – Hernandez, seconded by Epps; motion passed with all ayes. 5/0

Motion to reappoint to Seagoville Economic Development Corporation – Place 1-Barbara Sherman, Place 4-Philip Pelayo, Place 5-Jose Hernandez, and Place 6-Harold Magill and appoint to Place 2 (unexpired term ending 6/2024)-T. Blair Mathews – Hernandez, seconded by Grimes; motion passed with all ayes. 5/0

- 5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, amending the authorized representatives for TexPool (An investment service for public funds); and providing an effective date. (Finance Director)**

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, amending the authorized representatives for TexPool (An investment service for public funds); and providing an effective date. – Hernandez, seconded by Magill; motion passed with all ayes. 5/0

- 6. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, authorizing and approving an amendment to Ordinance No. 19-2022, which adopted the operating budget for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023, by amending the personnel costs and authorized positions in the Animal Services Department to provide an additional \$13,343.96 appropriation for the transition of two part-time Animal Shelter Attendants to full-time and funding of the additional cost from the General Fund balance; authorizing the City Manager to make said adjustments; providing for the repeal of all ordinances in conflict; providing a severability clause; and providing an effective date. (Police Chief)**

Motion to approve an Ordinance of the City of Seagoville, Texas, authorizing and approving an amendment to Ordinance No. 19-2022, which adopted the operating budget for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023, by amending the personnel costs and authorized positions in the Animal Services Department to provide an additional \$13,343.96 appropriation for the transition of two part-time Animal Shelter Attendants to full-time and funding of the additional cost from the General Fund balance; authorizing the City Manager to make said adjustments; providing for the repeal of all ordinances in conflict; providing a severability clause; and providing an effective date. – Magill, seconded by Epps; motion passed with all ayes. 5/0

- 7. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, adopting amendments to the Home Rule Charter approved by the voters of the City of Seagoville, Texas, at an election held on May 6, 2023; and providing for an effective date. (City Attorney)**

Motion to approve an Ordinance of the City of Seagoville, Texas, adopting amendments to the Home Rule Charter approved by the voters of the City of Seagoville, Texas, at an election held on May 6, 2023; and providing for an effective date. – Epps, seconded by Magill; motion passed with all ayes. 5/0

- 8. Discuss and consider directing Staff on the frequency of payments to the Mayor and Council, due to the recent voter passage in the May 6, 2023, Special Election of the Charter amendment allowing same. (City Secretary)**

Motion to approve the frequency of payments to the Mayor and Council, due to the recent voter passage in the May 6, 2023, Special Election of the Charter amendment allowing same, to be quarterly. – Magill, seconded by Howard; motion passed with all ayes. 5/0

- 9. Report and discuss the changes in rules regarding mobile food service establishments due to the passage of HB 2878. (City Attorney)**

City Attorney Victoria Thomas reviewed the changes in rules regarding mobile food service establishments due to the passage of House Bill (HB) 2878 in the earlier work session and stated that roadside food vendors will be included in the Dallas County inspection and permit process. It is not in the statutes, but the Texas Health and Human Services Department has established Texas Food Establishment rules, and those rules say that a mobile food unit, and that is what is governed here, is a vehicle, which includes catering trucks, trailers, push carts and roadside vendors. Roadside vendors would be included within this, so the city would not permit those if they are in the Dallas County portion of the city, they would be inspected and permitted by the county.

- 10. Discuss and consider approving an expenditure of \$300.00 for the purchase of a table for advertisement purposes for the Seagoville Chamber of Commerce Annual Live Auction to be held Saturday, August 19, 2023, at the Kaufman Civic Center located at 607 E. Fair Street, Kaufman, Texas. (City Manager)**

Motion to approve an expenditure of \$300.00 for the purchase of a table for advertisement purposes for the Seagoville Chamber of Commerce Annual Live Auction. – Epps, seconded by Howard; motion passed 4/1 with Councilmember Hernandez opposed.

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

Councilmember Hernandez stated everyone deserves second chances.

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

None.

- 13. Recessed Into Executive Session at 7:51 PM**

Council convened into closed Executive Session in accordance with Texas Government Code pursuant to the following:

- A. Section 551.074 – Personnel Matters: Discuss the appointment, employment, evaluation and duties of a public officer or employee, to wit: City Secretary with**

possible discussion and action related thereto in open session.

- B. **Section 551.071** – Consultation with City Attorney: Seek legal advice regarding a proposed mass gathering ordinance with possible discussion and action related thereto in open session. (tabled at the June 26, 2023, Council meeting)
- C. **Section 551.071** – Consultation with City Attorney: Seek legal advice regarding the City’s interlocal agreements with the City of Sunnyvale for Dispatch and Jail Services with possible discussion and action related thereto in open session.

14. Reconvened Into Open Session at 9:02 PM

Council reconvened into open session, to take action, if any, on matters discussed in Executive Session.

- A. **Section 551.074** – Personnel Matters: Discuss the appointment, employment, evaluation and duties of a public officer or employee, to wit: City Secretary with possible discussion and action related thereto in open session.

Motion to appoint Sara Egan as City Secretary effective August 14, 2023, for a base salary of \$105,000 and to authorize the City Manager to negotiate and execute an employment agreement to that effect. – Hernandez, seconded by Magill; motion passed with all ayes. 5/0

- B. **Section 551.071** – Consultation with City Attorney: Seek legal advice regarding a proposed mass gathering ordinance with possible discussion and action related thereto in open session. (tabled at the June 26, 2023, Council meeting)

No action taken.

- C. **Section 551.071** – Consultation with City Attorney: Seek legal advice regarding the City’s interlocal agreements with the City of Sunnyvale for Dispatch and Jail Services with possible discussion and action related thereto in open session.

Motion to authorize the City Attorney to advise the City of Sunnyvale that the monthly fee for Dispatch and Jail Services on and after the October 4, 2023, expiration date, the relevant interlocal agreement shall be \$60,000 a month. – Grimes, seconded by Hernandez; motion passed with all ayes. 5/0

Adjourned at 9:05 PM

APPROVED:

Mayor Lackey Stepper Sebastian

ATTEST:

Melinda Welsh, TRMC
Interim City Secretary



**MINUTES OF CITY COUNCIL
WORKSHOP
JULY 24, 2023**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 PM on Monday, July 24, 2023, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

| | |
|--------------------------|---------------|
| Lackey Stepper Sebastian | Mayor |
| Harold Magill | Mayor Pro-Tem |
| Rick Howard | Councilmember |
| Jose Hernandez | Councilmember |
| Allen Grimes | Councilmember |
| Jon Epps | Councilmember |

The following staff members were also present: City Manager Patrick Stallings, Assistant City Manager Cindy Brown, Police Chief Ray Calverley, Finance Director Gail French, Assistant Public Works Director Billy Putman, and Interim City Secretary Melinda Welsh.

Invocation – *The invocation was provided by Mayor Pro-Tem Harold Magill.*

Pledge of Allegiance – *The Pledge of Allegiance was led by Mayor Sebastian.*

1. Receive a presentation concerning Water and Wastewater Rate Design Study.

NewGen Strategies & Solutions, LLC, Chief Financial Officer Chris Ekrut presented the Water and Wastewater Rate Design Study. A question and answer session followed with Mayor and City Council.

2. Discuss Water and Sewer Fund Budget for FY2024

Finance Director Gail French presented the Water & Sewer Fund Budget for Fiscal Year (FY) 2024 with additional input from City Manager Pat Stallings and Assistant Public Works Director Billy Putman.

Adjourned at 7:38 p.m.

APPROVED:

Lackey Stepper Sebastian
Mayor

ATTEST:

Melinda Welsh, TRMC
Interim City Secretary



**MINUTES OF CITY COUNCIL
WORKSHOP
JULY 31, 2023**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 PM on Monday, July 31, 2023, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

| | |
|--------------------------|---------------|
| Lackey Stepper Sebastian | Mayor |
| Harold Magill | Mayor Pro-Tem |
| Rick Howard | Councilmember |
| Allen Grimes | Councilmember |

Councilmembers Jose Hernandez and Jon Epps were absent from the meeting.

The following staff members were also present: City Manager Pat Stallings, Assistant City Manager Cindy Brown, Police Chief Ray Calverley, Assistant Police Chief Steve Davis, Community Development Director Bill Medina, Public Works Director Chris Ryan, Finance Director Gail French, Fire Captain James Allen, Fire Chief Todd Gilcrease, Assistant Public Works Director Billy Putman, Director of Health Services Mamata Bhandari, Police Support Services Manager Christine Wirth and Interim City Secretary Melinda Welsh.

Invocation – *The invocation was provided by Mayor Pro-Tem Harold Magill.*

Pledge of Allegiance – *The Pledge of Allegiance was led by Mayor Sebastian.*

1. Discuss General Fund Budget for FY 2024.

Finance Director Gail French presented the General Fund Budget for Fiscal Year (FY) 2024 in detail, with assistance from City Manager Pat Stallings and respective department directors. A question and answer session followed with Mayor and City Council.

Adjourned at 7:48 PM.

APPROVED:

Lackey Stepper Sebastian
Mayor

ATTEST:

Melinda Welsh, TRMC
Interim City Secretary

Executive Session Agenda Item: 2

Meeting Date: August 07, 2023

ITEM DESCRIPTION:

Council will convene into closed Executive Session in accordance with Texas Government Code pursuant to the following:

- A. Section 551.071 – Consultation with City Attorney: Seek legal advice regarding the Boards and Commission appointments with possible discussion and action related thereto in open session.**

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 3

Meeting Date: August 07, 2023

ITEM DESCRIPTION:

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

- A. Section 551.071 – Consultation with City Attorney: Seek legal advice regarding the Boards and Commission appointments with possible discussion and action related thereto in open session.**

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 4

Meeting Date: August 07, 2023

ITEM DESCRIPTION:

Conduct interviews with Boards & Commissions Applicants for appointments and reappointments.

BACKGROUND OF ISSUE:

At this time, there is one vacancy (Place 5) on the Planning and Zoning Commission with the following applicant:

Amanda Moore

All potential appointment and reappointment applicants have submitted the criminal background check in compliance with City Ordinance No. 24-2019. All background checks have been performed.

In the past, City Council has interviewed boards and commission applicants. At this time, a brief interview may be conducted with applicants.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Agenda Item: 5

Meeting Date: August 7, 2023

ITEM DESCRIPTION

First Reading - Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Diana E. Guzman as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date.

BACKGROUND OF ISSUE:

The Seagoville Economic Development Corporation (“SEDC”) is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will promote and retain new and expanding business enterprises within the City. The SEDC has negotiated and intends to undertake a project with Diana E. Guzman for the installation of a new concrete parking lot on the retail business located 1506 N. Kaufman Street, Seagoville, Texas, (the Property), to facilitate retaining those businesses located thereon, which will thereby allow for an expansion of the existing business as more patrons will be able to enter the Property, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”). section 505.158 mandates that the SEDC may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval/ratification of this expenditure.

EXHIBITS

- Exhibit A. Resolution
- Exhibit B. Agreement between SEDC & Diana E. Guzman

CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ___-R-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE ECONOMIC DEVELOPMENT PROJECT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND DIANA E. GUZMAN AS REFLECTED IN THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (“SEDC”) is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will promote and retain new and expanding business enterprises within the City; and

WHEREAS, the SEDC has negotiated and intends to undertake a project with Diana E. Guzman for the installation of a new concrete parking lot on the retail business located 1506 N. Kaufman Street, Seagoville, Texas, (the Property), to facilitate retaining those businesses located thereon, which will thereby allow for an expansion of the existing business as more patrons will be able to enter the Property, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”); and

WHEREAS, section 505.158 mandates that the SEDC may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings; and

WHEREAS, the City Council has determined that the Project contemplated by SEDC and Diana E. Guzman under the terms and conditions set forth in the Economic Development Incentive Agreement will promote and retain new and expanded business enterprises within the City of Seagoville; and

WHEREAS, the City Council finds that the expenditure of funds by SEDC in undertaking the Project is authorized by the Act and that the Project should be approved and authorized; and

WHEREAS, the City Council has conducted two (2) readings of this resolution;

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

Section 1. The City Council hereby approves and authorizes the Project between the Seagoville Economic Development Corporation and Diana E. Guzman, under the terms and conditions set forth in an Economic Development Incentive Agreement in substantially the form attached hereto as Exhibit “A”.

Section 2. The City Council authorizes the SEDC to enter into any additional agreements necessary to undertake the Project in accordance with the terms and conditions set forth in the Economic Development Incentive Agreement.

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

DULY RESOLVED AND ADOPTED First Reading and Second Reading of the City Council of the City of Seagoville, Texas, this the 7th day of August 2023.

APPROVED:

Lackey Stepper Sebastian
Mayor

ATTEST:

Melinda Welsh, TRMC
Interim City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(08022023:cdb)
4866-4492-1205, v. 1

STATE OF TEXAS §
 § ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
COUNTY OF DALLAS §

This Economic Development Incentive Agreement (“Agreement”) is made by and between Diana E. Guzman, an individual resident of the State of Texas (“Guzman”), and the Seagoville Economic Development Corporation (the “SEDC”), each acting by and through their respective authorized representatives. SEDC and Guzman may be referred to herein each as a “Party” and collectively as the “Parties”.

W I T N E S S E T H:

WHEREAS, Guzman owns the real property located at 1506 N. Kaufman Street, Seagoville, Texas 75159 and the buildings/improvements situated thereon (collectively, the “Property”) which Guzman leases to retail business tenants who operate a tire shop (for the sale of new and used tires) and/or additional businesses open to and serving the citizens of the City of Seagoville; and

WHEREAS, Guzman desires to install a new concrete parking lot on the Property to reduce or eliminate parking issues being experienced by retail tenants at the Property and thus to facilitate retaining those businesses at the Property and which will thereby allow a retention and/or an expansion of the existing business as more patrons will be able to enter the Property which will increase; and

WHEREAS, Guzman has advised the SEDC that the total construction cost of the desired concrete parking area is \$22,500.00 and that a contributing factor that would induce Guzman to provide the additional parking lot required by its retail tenants on the Property would be an agreement by SEDC to provide an economic development grant to Guzman to cover one-half of the costs of such construction, up to a maximum of \$11,250.00; and

WHEREAS, SEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Chapters 501-505, Texas Local Government Code (the “Act”), authorizes SEDC to provide economic development grants for business retention and/or expansion; and

WHEREAS, SEDC has determined that the Grant (hereinafter defined) to be made hereunder is required or suitable to retain, promote or develop new or expanded business enterprises and constitutes a “project”, as that term is defined in the Act; and

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

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I Definitions

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

“Bankruptcy or Insolvency” shall mean the dissolution or termination of Guzman’s existence as a going business, insolvency, appointment of receiver for any part of Guzman’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Guzman and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“City” shall mean the City of Seagoville, Texas.

“Commencement of Construction” shall mean that (1) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the Parking Lot, (2) all necessary permits for the Parking Lot have been issued by all applicable governmental authorities, and (3) construction of the Parking Lot has commenced.

“Guzman” shall mean Diana E. Guzman, an individual resident of the State of Texas, owner of the real property and improvement thereon located at 1506 N. Kaufman Street, Seagoville, Texas 75159.

“Completion of Construction” shall mean that (1) Parking Lot has been substantially completed, (2) all final inspections for the Parking Lot have been performed by all applicable governmental authorities; (3) the inspections noted no failure of compliance with the City’s Code of Ordinances and related regulations or other law; and (4) Guzman and/or its retail tenants at the Property are open and conducting business during normal business hours at the Property.

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean the twelve (12) months after the Commencement of Construction.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless

caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

“Grant” shall mean an economic development reimbursement grant in the amount equal to one-half of the costs incurred and paid by Guzman for the Parking Lot, as defined herein, not to exceed Eleven Thousand, Two Hundred, Fifty and No/100 Dollars (\$11,250.00), to offset a portion of the costs paid and incurred by Guzman for the Parking Lot, to be paid in one lump sum payment upon presentation of a signed, written request for payment submitted to City and accompanied by written receipts or other evidence indicating the total amount that Guzman incurred and paid, in construction of the Parking Lot.

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

“Parking Lot” shall mean site preparation, installation and construction of a concrete parking area on the Property as depicted on Exhibit “A”, attached hereto and incorporated herein by this reference, said preparation, installation and construction to comply with all City of Seagoville ordinances, permitting requirements, and building regulations.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between the Guzman and SEDC or the City.

“SEDC” shall mean the Seagoville Economic Development Corporation.

Article II

Term

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III

Grant

3.1 Grant. SEDC agrees, subject to the continued satisfaction of all the terms and conditions of this Agreement by Guzman and the obligation of Guzman to repay pursuant to Article V hereof, to provide Guzman with the Grant as set forth herein.

3.2 Grant Limitations. Under no circumstances shall the obligations of SEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. SEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Guzman. None of the obligations of SEDC under this

- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) upon written notice by SEDC, if any Impositions owed to SEDC, City or the State of Texas by Guzman shall have become delinquent (provided, however, Guzman retains the right to timely and properly protest and contest any such taxes or Impositions), and such delinquency is not cured within thirty (30) days following Guzman's receipt of written notice thereof;
- (d) upon written notice by SEDC, if Guzman suffers an event of Bankruptcy or Insolvency; or
- (e) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment Following Termination Under Section 5.1(b). In the event the Agreement is terminated by SEDC pursuant to Section 5.1 (b), Guzman shall immediately refund to the SEDC an amount equal to the value of the Grant received by Guzman. The repayment obligations of the Guzman set forth in this Section 5.2 shall survive termination of this Agreement.

5.3 Repayment Following Termination Pursuant to Section 5.1(c), (d), and/or (e). In the event the Agreement is terminated by SEDC pursuant to Section 5.1(c), (d), and/or (e), the Guzman shall immediately refund to SEDC an amount equal to the Grant paid by SEDC to the Guzman, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall cease to exist or cease to announce a prime or base lending rate, than at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the SEDC) as its prime or base commercial lending rate from the date on which the Grant is paid by SEDC until refunded by the Guzman. The repayment obligation of Guzman set forth in this Section 5.3 shall survive termination of this Agreement.

5.4 Offsets. SEDC may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City and/or SEDC from Guzman, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due SEDC has been reduced to judgment by a court.

Article VI Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Guzman and SEDC, in satisfying the conditions of this Agreement, have acted independently, and SEDC assumes no responsibilities or liabilities to third parties in connection with these actions.

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

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

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

If intended for SEDC, to:

Seagoville Economic Development
Corporation
Attn: Patrick Stallings, Exec. Director
702 N. Highway 175
Seagoville, Texas 75159

With a copy to:

Victoria W. Thomas
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Guzman:

Diana E. Guzman
P. O. Box 207
Seagoville, Texas 75159

6.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. There is no other collateral oral or written agreement among the Parties that in any manner relates to the subject matter of this Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. Without waiving any governmental or other immunities, the Parties otherwise agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

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

6.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.11 Successors and Assigns. This Agreement may not be assigned without the prior written consent of SEDC.

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

6.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

6.15 Employment of Undocumented Workers. During the term of this Agreement, Guzman agrees to not knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), Guzman shall repay the value or the costs incurred by SEDC to provide the Grants herein and any other funds received by Guzman from SEDC as of the date of such violation within 120 days after the date Guzman is notified by SEDC of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. Guzman is not liable for a violation of this section in relation to any workers employed by a subsidiary, affiliate, or franchisee of Guzman or by a person with whom the Guzman contracts.

6.16 Conditions Precedent. The obligations of SEDC under this Agreement are subject to and conditions on the City Council of the City of Seagoville, Texas approving, by resolution, this Incentive Agreement and the related project.

[Signature Pages to Follow]

EXHIBIT "A"



EXECUTED on this _____ day of _____, 2023.

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Patrick Stallings, Executive Director

EXECUTED on this 20th day of July, 2023.

DIANA E. GUZMAN

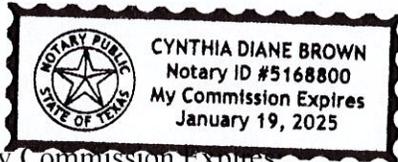
By: *Diana E. Guzman*
Diana E. Guzman

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, Diana E. Guzman, known or proven to me to be the person and agent whose name is subscribed to the foregoing instrument and acknowledged to me that the same was her own act and deed and that she executed the same for the purpose and consideration therein expressed..

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of July, 2023.



My Commission Expires: _____

Cynthia Diane Brown
Notary Public, State of Texas

Regular Agenda Item: 6

Meeting Date: August 7, 2023

ITEM DESCRIPTION

First Reading - Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving the Seagoville Economic Development Corporation expenditure in an amount not to exceed a total of \$90,000 to Llano River Fence Company for the installation of replacement fencing and to Pro Track and Tennis, Inc., for the resurfacing of the courts located at C.O. Bruce Central Park; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The Seagoville Economic Development Corporation (“SEDC”) is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects related to recreational or community facilities within the City. The SEDC has negotiated and intends to undertake a project at C.O. Bruce “Central” Park wherein the old fencing around the current basketball/tennis courts will be removed and new fencing will be installed and the courts will be resurfaced, the tennis court removed, and two (2) full size basketball courts will be established, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”). Section 505.158 mandates that the SEDC may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval/ratification of this expenditure.

EXHIBITS

Resolution with Exhibits:

Exhibit A Llano River Fence Company estimate for fencing

Exhibit B Pro Track and Tennis, Inc. proposal for resurfacing

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ___-R-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, RATIFYING AND APPROVING THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION EXPENDITURE IN AN AMOUNT NOT TO EXCEED A TOTAL OF \$90,000 TO LLANO RIVER FENCE COMPANY FOR THE INSTALLATION OF REPLACEMENT FENCING AND TO PRO TRACK AND TENNIS, INC., FOR THE RESURFACING OF THE COURTS LOCATED AT C.O. BRUCE CENTRAL PARK; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (“SEDC”) is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will promote and retain new and expanding business enterprises within the City; and

WHEREAS, SEDC staff requested and obtained quotes for the removal of the existing fencing and installation of new chain-link fencing around the basketball/tennis courts located at C.O. Bruce Central Park; and

WHEREAS, in addition, SEDC staff received quotes for resurfacing the two (2) courts, removing the existing color surface, with an option to replace the center tie-down anchor; and

WHEREAS, City and Seagoville Economic Development Corporation (SEDC) staff obtained an estimate from Llano River Fence Company with a quote of thirty-six thousand, five hundred dollars and no cents (\$36,500.00) for the removal and installation of the fencing, which is attached hereto as Exhibit A, and a proposal from Pro Track and Tennis, Inc., in a base amount of fifty-three thousand dollars and no cents (\$53,000.00) for the resurfacing of the basketball/tennis courts, which is attached hereto as Exhibit B; and

WHEREAS, after presentation and discussion to the SEDC, the SEDC Board elected to approve the expenditures set forth herein with the change to the current combination basketball/tennis court becoming two (2) full basketball courts and the tennis courts are to be removed (the Project); and

WHEREAS, the SEDC has approved the C.O. Bruce Central Park Project, as amended; and

WHEREAS, Section 505.158 mandates that the SEDC may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings; and

WHEREAS, the City Council has determined that the C.O. Bruce “Central” Park Project, contemplated by SEDC will enhance the quality of life in the community and thereby promote and retain new and expanded business enterprises within the City of Seagoville; and

WHEREAS, the City Council finds that the expenditure of funds by SEDC in undertaking the Project is authorized by the Act and that the Project should be approved and authorized; and

WHEREAS, the City Council has conducted two (2) readings of this Resolution;

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

SECTION 1. The City Council hereby ratifies and approves the Seagoville Economic Development Corporation’s C.O. Bruce “Central” Park Project, including the SEDC’s expenditure in an amount not to exceed Ninety Thousand Dollars and No Cents (\$90,000.00), with thirty-six thousand, five hundred dollars and no cents (\$36,500.00) to Llano River Fence Company for the removal of the existing fencing and installation of new chain-link fencing around the courts, as set forth in Exhibit “A”, and to Pro Track and Tennis, Inc., in a base amount of fifty-three thousand dollars and no cents (\$53,000.00) for the resurfacing of the courts and striping for the two (2) full basketball courts, as set forth in Exhibit B; and

SECTION 2. 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 3. This resolution shall take effect immediately from and after its passage in accordance with State law and it is accordingly resolved.

DULY PASSED by the City Council of the City of Seagoville on the 7th day of August 2023.

APPROVED:

Lackey Stepper Sebastian
Mayor

ATTEST:

Melinda Welsh, TRMC
Interim City Secretary

APPROVED AS TO FORM:

Victoria Thomas
City Attorney
(8.2.2023:cdb)

EXHIBIT A



11418 Lake June Road
Balch Springs, Texas 75180

Phone # 972-286-4316

Customer
City of Seagoville
702 N Hwy 175
Seagoville, Texas 75159

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 7/10/2023 | 23-5419 |

Fax #

866-355-6979

The estimate is a best effort approximation of projected cost. Actual cost may change once all project elements are finalized. Prior to changes of cost, the client will be notified. This estimate is valid for 30 days.

P.O.
Bruce Central Park

| Description | Qty | Rate | Total |
|---|-----|-----------|-----------|
| **** Bruce Central Park-Tennis and Basketball Court **** 10' BLK Chainlink. Remove old fence and sleeve existing post for fence install. | 1 | 36,500.00 | 36,500.00 |

| | | |
|-----------------|--------------------------------------|-------------------------------------|
| Signature _____ | Total \$36,500.00 | |
| Date _____ | E-mail asmith@llanoriverfence.com | Web Site www.llanoriverfence.com |

EXHIBIT B

4891-8811-0453, v. 1

7409 N. 160th Street
Bennington, NE 68007
PH 402.238.2900
PH 800.498.4395
FX 402.238.2987
www.protrackandtennis.com

PRO TRACK AND TENNIS, INC.

Tennis Court Proposal



We Proudly Present This Proposal To

Mr. Justin Wilkerson

Director of Parks

City of Seagoville-Bruce Central Park

1801 N. Hwy 175

Seagoville, TX 75159

Cell: 469-247-4249

jwilkerson@seagoville.us

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PROPOSED SYSTEM

RESURFACE CONCRETE BASED BASKETBALL COURTS

Pro Track and Tennis, Inc. proposes to install the following:

BASE BID: Install NOVA Sports Color Coating System to two (2) courts. All areas needed will be patched and cracks filled. Includes removal of coatings down to bare concrete.

The entire court surface will be power washed with 4000psi pressure and a special designed walk behind spinner head that deep cleans and scarifies the surface to give a 100% mechanical bond for the new coatings.



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ref.0055c

PART 1: GENERAL

1.01 RELATED DOCUMENTS:

- A. If Architectural or Engineering specifications and or drawings are involved those specifications will take precedence over the following where noted and determined suitable for the project.

1.02 SUMMARY:

- A. Pro Track and Tennis, Inc. shall furnish all materials, labor, tools, and equipment necessary for the installation of the NOVA Sports Color Coating system to the Basketball court(s).
- B. The court(s) will be laid out for game lines according to the NFHS.

1.03 GOVERNING BODIES:

- A. Codes and standards will follow the current guidelines set forth by the (NFHS) National Federation of High School and the (ASBA) American Sports Builders Association manual will be the reference source for all guidelines for construction.

1.04 SUBMITTALS:

- A. One copy of the color coating manufacturer's product specification sheet.
- B. One surface color sample. Brochure.
- C. One copy of the Material Safety Data Sheets (MSDS) for each product to be used.
- D. One copy of the certificate that Pro Track and Tennis, Inc. is a member of the American Sports Builders Association in good standing.



PART 2: OWNER'S PRECONSTRUCTION RESPONSIBILITIES

2.01 APPARATUS REMOVAL:

- A. All athletic equipment should be removed and or moved out of the way of the areas to be worked on. Items such as bleachers, nets, divider nets, benches, etc.
- B. Any other items that are sitting on the surface to be coated that are not permanent fixtures.

2.02 GROUNDSKEEPING:

- A. All edges of surface areas to be worked on should be treated as needed to kill all weeds. This should include weeds in cracks in the surface also. Applications should be repeated as needed to assure that the vegetation is killed off.
- B. Drainage issues should be addressed. If there are visible drainage problems where dirt and debris are deposited onto the court surface during a rain this should be addressed prior to the work starting.
- C. Severe leaching of weeds and sod/soil encroachment should be cut back and removed prior to Pro Track and Tennis beginning work. It sometimes takes days for the surface to dry out prior to being able to work on the surface.
- D. Any deposits of caked on dirt must be removed and cleaned. Built up dirt can trap moisture and may take days to completely dry out after cleaning and washing of the surface area.
- E. Sprinklers should be shut off four days prior to Pro Track and Tennis's arrival. The sprinklers can be run as long as the heads are adjusted not to spray water onto the court. Wind blowing water onto the court should be taken into consideration.
- F. We recommend that the area around the court be mowed prior to our arrival. This will keep grass from blowing onto the courts while the color coating is going down.
- G. Fertilizing turf adjacent to the court surface is strictly prohibited. Fertilizer will damage and discolor the court surface.



H. The owner must provide a water source within 100' of the work area.

2.03 SECURITY:

- A. We recommend that the staff at the owner's site be notified of the dates the court(s) will be closed. Especially gym classes, tennis lessons, practices, and tennis matches that may use the courts during the renovation period.
- B. The community should be notified, if feasible, to deter attempts to enter the work area during installation.
- C. The work area should be secured as best as possible by locking all gates that will not be used and placing signage warning of the court(s) being closed during renovation.
- D. It is the responsibility of the owner to secure the work area and to keep all unauthorized persons from entering the court area, Pro Track and Tennis is not responsible for damage caused by trespassers in an unsecured work area.

The successful and timely completion of your court renovation project relies on your cooperation. We thank you in advance for your commitment to the important items listed above.



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PART 3: PRODUCTS

3.01 COLOR COATING APPLICATION:

- A. The acrylic color coating shall be a Nova Sports 100% acrylic color coating system specifically designed for installing on concrete and asphalt substrates.
- B. The color coating material will have silica sand added to it for the desired speed of play.
- C. Note: Unless otherwise specified, the speed of play will be medium. Fast and slow speeds can be installed at the owner's request.

3.02 SYSTEM COMPONENTS:

- A. VEGETATION STERILANT: (Roundup or equal) shall be used to control vegetation along edges and in cracks as needed.
- B. LATEX BASED CRACK SEALANT: Nova Sports 100% latex Crack Flex shall be used on the smaller surface cracks as determined by the lead technician.
- C. PATCHING MATERIAL: Nova 100% acrylic latex patch binder shall be used to fill bird baths and other imperfections. It will be used for irregularities that need to be filled or evened out and smoothed over. This product also will be used to fill very large thermo and structural cracks.
- D. Note: The above crack sealers will be used as determined by the lead technician. All or just one may be used per job surface conditions, weather and temperatures.
- E. LATEX PRIMER: Nova Sports concrete primer will be used to prime bare concrete both old and new prior to applying any color coating.
- F. NOVA SPORTS ACRYLIC FILL: The acrylic resurfacer is used to prime, level and create a uniform surface to apply the color coating to. It also will black out the courts to hide color bleed through if colors are going to be changed.
- G. NOVA SPORTS COLORING SYSTEM: Nova Sports color coating is a 100%



acrylic concentrate designed specifically for color coating sport courts both indoor and outdoor. The concentrate is diluted with potable water and sand is added for texture and the desired speed of play.

- H. NOVA SPORTS LINE SHARP: Line sharp is used to seal the tape down prior to applying line paint. The product is clear in color. This helps to prevent bleed through.
- I. NOVA SPORTS LINE PAINT: Line paint is 100% latex heavy-duty paint specifically designed for striping game lines on a colored surface.



PART 4: SYSTEM INSTALLATION PROCESS

4.01 QUALITY ASSURANCE:

- A. The owner should have one designated person who all communication will go through during the course of the project.
- B. Pre-construction meeting. A meeting will be held on the court prior to any work beginning. The lead technician will go over the scope of work with the owner and answer any questions. The owner will be required to sign off on a production sheet attesting to the fact that this meeting took place.
- C. The owner's representative will be contacted daily by the lead technician to give a progress report.
- D. Post-construction meeting. A meeting will be held after the surface has been installed. A production sign off sheet will be reviewed with the owner at which time the owner will approve the project by signing off on the production sheet and evaluating our performance.

4.02 VEGETATION:

- A. Vegetation will be trimmed if needed on all edges to receive the color coat surfacing.
- B. Please refer to PART 2 item 2.2.

4.02 CLEANING:

Note: The owner must provide clean portable water source within 100' of work area

- A. The entire surface area to be coated will be blown off using high-pressure wind machines.
- B. Any areas that need additional attention will be wire brushed as needed.



The entire court surface will be power washed with 4000psi pressure and a special designed walk behind spinner head that deep cleans and scarifies the surface to give a 100% mechanical bond for the new coatings.

4.04 CRACK SEALING:

- A. Cracks will be cleaned as needed using high-pressure air.
- B. Major cracks will be filled with a combination of products as determined by the field technician.
- C. Please see PART 3, 3.2, C and E for clarification of the different crack sealers.
- D. Note: Cracks are not guaranteed to not reappear and open back up. Cracks will open back up and can open slightly prior to leaving the job site. Only if you use the Armor System are cracks warranted. New cracks that may form are not covered by warranty.

4.05 REPAIR OF LOW SPOTS:

- A. An acrylic patch binder, "patching primer" will be used to prime low areas.
- B. All areas needing patched will have an acrylic patch binder mix applied.
- C. The patched areas will be sanded prior to color coating.
- D. Note: There is no guarantee that all low spots can be totally eliminated. However, Pro Track and Tennis, Inc. will do everything possible to attain a level court. Negative drainage will not be eliminated. No attempt will be made to correct planarity issues.

4.06 ACRYLIC RESURFACER:

- A. One (1) coat of NOVA Sports fortified, 100% acrylic fill will be applied over the entire surface. Two coats are needed to fill all patch work and surface roughness.
- B. Silica sand will be added to the coat at a 60-80 mesh.



4.07 COLOR COATING:

- A. Two (2) coats of NOVA Sports fortified, 100% acrylic color coating will be applied.
- B. The color coat will be applied perpendicular to the primer coat.
- C. A sample color sheet of choices is attached.
- D. A fortified mixture will be used for the common area to withstand the water vapor and high traffic wear.
- E. The product used by Pro Track and Tennis, Inc. contains no asphalt emulsions or asbestos.

4.08 LINE STRIPING:

- A. The courts will be laid out for striping according to the NFHS Basketball Guidelines.
- B. Textured white line paint will be used.

4.09 JOB SITE CLEAN-UP:

- A. The court area will be left “play” ready.
- B. All job related debris will be cleaned up and disposed of properly.
- C. All unused material will be removed from the job site and recycled.



PART 5: WARRANTY

Pro Track and Tennis, Inc. warrants its labor and materials for a period of three (3) years from the date of completion of work on any tennis court. There is a five (5) year warranty on the Armor Crack Repair System. If you recolor the courts with us within 5 years, we will extend your Armor warranty another 5 years. All work performed by Pro Track and Tennis, Inc. is warranted against peeling, chipping and flaking under normal use. Pro Track and Tennis, Inc. further warrants that any paint applied during the striping will not flake or peel for a period of two (2) years from the date application is completed.

Customer acknowledges that they are aware that Pro Track and Tennis, Inc. is not responsible for defects, cracks, patches or uneven surfaces in the substrate which is being resurfaced by Pro Track and Tennis, Inc. Pro Track and Tennis, Inc. does not warrant that existing cracks or patches in existing substrate surfaces will not open or continue to increase in size. Pro Track and Tennis, Inc. shall not warrant nor be in anyway be responsible for peeling of paint or damage to any surface caused by failure of customer to keep the surface free of debris, vegetation or dirt and shall further not be responsible for damage to painted surfaces or any other actions caused by the customer. Pro Track and Tennis, Inc. does not warrant separation of the coatings from the concrete base where the base lacks a vapor barrier. Lack of a vapor barrier can cause moisture to be retained under the coating, which will eventually result in lack of adhesion to the surface. Pro Track and Tennis, Inc. does not warrant separation of the coating or bubbling of the coating when moisture is present due to passing from below an asphalt or concrete base.

In the event of any claims arising under this Warranty, damages incurred by the customer shall be limited to such repairs to be performed by Pro Track and Tennis, Inc. as are necessary to remedy any defects. Pro Track and Tennis, Inc. hereby agrees to perform any such repairs (weather permitting) promptly, after written notification of such claim from customer. Pro Track and Tennis, Inc. shall not be liable for any breach of any express or implied warranty except where expressly prohibited by applicable law.



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ACCEPTANCE OF PROPOSAL

This proposal is valid for 60 days from August 3, 2023.

Pro Track and Tennis, Inc. proposes to furnish labor and material and equipment complete in accordance with the specifications in this proposal for the sum of:

Please initial the appropriate boxes below to designate acceptance of the following options.

BASE BID:

Color Coat Two (2) Courts/Removal

\$53,000.00

Fifty-three thousand dollars

BUYBOARD #: 641-21

Professional Track and Tennis, Inc

Due to current market conditions, all prices are subject to a surcharge before date of install.

Payment to be made as follows:

A 40% down payment is due upon acceptance of proposal. The remainder is due the day the job is complete and accepted by the owner. Any applicable taxes will be added to the total cost.

Acceptance

The above price, specifications and conditions found in this proposal are satisfactory and are hereby accepted. Pro Track and Tennis, Inc. is authorized to do the work as specified. Payment will be made as outlined.

| | |
|------------------------|----------------------------|
| _____ Signature | _____ Signature |
| _____ Print | _____ Print |
| _____ Date | _____ Date |
| City of Seagoville, TX | Pro Track and Tennis, Inc. |



Regular Session Agenda Item: 7

Meeting Date: August 7, 2023

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City of Seagoville, Texas, ratifying emergency repairs of a partially collapsed storm drain and street; and authorizing the City Manager to make payment to C&M Concrete in an amount not to exceed \$70,577.60; and execute any and all necessary documents; and providing an effective date.

BACKGROUND OF ISSUE:

On June 14, 2023, staff received a call about a partially collapsed street in the 3100 block of Highland Meadows Drive, creating the necessity for emergency repairs to be performed immediately. Staff contacted C&M Concrete to perform the emergency repairs. C&M Concrete., has submitted their invoice for the work performed in the amount of \$70,577.60. This will authorize the City Manager to make payment to C&M Concrete in an amount not to exceed \$70,577.60.

FINANCIAL IMPACT:

Funding for this contract in the amount of \$70,577.60 will be made from the storm water fund.

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

Resolution
C&M concrete invoice

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ___-R-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, RATIFYING EMERGENCY REPAIRS OF A PARTIALLY COLLAPSED STORM DRAIN AND STREET; AND AUTHORIZING THE CITY MANAGER TO MAKE PAYMENT TO C&M CONCRETE IN AN AMOUNT NOT TO EXCEED SEVENTY THOUSAND FIVE HUNDRED SEVENTY-SEVEN DOLLARS AND SIXTY CENTS (\$70,577.60) AND EXECUTE ANY AND ALL DOCUMENTS NECESSARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the storm drain and street located in the 3100 block of Highland Meadows Drive partially collapsed, creating the necessity for emergency repairs to be performed immediately; and

WHEREAS, staff contacted C&M Concrete to perform the emergency repairs; and

WHEREAS, C&M Concrete performed such emergency repairs; and

WHEREAS, C&M Concrete has submitted their invoice for the work performed in the amount of seventy thousand five hundred seventy-seven dollars and sixty cents (\$70,577.60); and

WHEREAS, the City Council hereby approves the expenditures and authorizes the City Manager to make payment to C&M Concrete in an amount not to exceed \$70,577.60 for the emergency repairs of the partially collapsed storm drain and street.

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

SECTION 1. The City of Seagoville does hereby approve the expenditures and authorizes the City Manager to make payment to C&M Concrete in an amount not to exceed \$70,577.60 for the emergency repairs of the partially collapsed storm drain and street.

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 7th day of August 2023.

APPROVED:

Lackey Stepper Sebastian
Mayor

ATTEST:

Melinda Welsh, TRMC
Interim City Secretary

APPROVED AS TO FORM:

Victoria Thomas
City Attorney



C&M Concrete Contracting

362 Linkview Dr
Duncanville, TX 75137

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 7/13/2023 | D1798 |

| |
|--|
| Bill To |
| Reness Plunkett City of Seagoville - Reness Plunkett 702 US-175 Frontage Road Seagoville, Texas 75159 |

| |
|-------------------------------|
| Ship To |
| Highland Meadows Graystone |

| | | |
|----------|--------|---------|
| P.O. No. | Terms | Project |
| | Net 30 | |

| Description | Quantity | Rate | Amount |
|---|----------|----------|-------------|
| 110' x 32' x 8" = 391.11 sqy | 391.11 | 120.00 | 46,933.20 |
| 16' x 10' x 8" = 17.77 sqy | 17.77 | 120.00 | 2,132.40 |
| 20' x 16' x 8" = 35.55 sqy | 35.55 | 120.00 | 4,266.00 |
| 16' x 11' x 8" = 19.55 sqy | 19.55 | 120.00 | 2,346.00 |
| 220 lf curb | 220 | 20.00 | 4,400.00 |
| patch joints around 6' x 6' Box Culvert , place Flowable fill around sides and to elevation. 20 yards | 1 | 8,500.00 | 8,500.00 |
| D1732 Ls | 1 | 2,000.00 | 2,000.00 |
| Total | | | \$70,577.60 |

| |
|------------|
| Phone # |
| 9729654781 |

| |
|--------------------------|
| E-mail |
| chris@concretepaving.net |

Regular Session Agenda Item: 8

Meeting Date: August 7th, 2023

ITEM DESCRIPTION

Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the City Manager to execute an Interlocal Agreement with the North Central Texas Emergency Communications District for regional 9-1-1 service; providing a savings clause; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City Council recognizes the mutual benefits of cooperative Interlocal Agreements between units of government and Councils of Government; and the City of Seagoville operates one or more Public Safety Answering Points ("PSAPs") that participate in NCT9-1-1 as authorized by the TEXAS HEALTH AND SAFETY CODE. Previously the City of Seagoville executed a two (2) year agreement with the North Central Texas Emergency Communications District ("NCT9-1-1"), which will expire in September of 2023. The NCT9-1-1 is now requiring a new interlocal agreement for service effective October 1, 2023 through September 30, 2025 to be executed and has provided said agreement for review and consideration. The interlocal agreement allows the City to operate and maintain its PSAPs, upgrade 9-1-1 equipment and train its personnel to operate in the Next Generation 9-1-1 emergency communication system in the District. The City Council deems entering into the interlocal agreement to be in the best interest of the citizens of the City of Seagoville and thus desires to authorize the City Manager to execute the Interlocal Agreement with the North Central Texas Emergency Communications District for emergency 9-1-1 service and equipment via DocuSign.

Based on the foregoing, staff is recommending the City Council authorizing the City Manager to execute the Interlocal Agreement with the North Central Texas Emergency Communications District for regional 9-1-1 service.

FINANCIAL IMPACT:

None

EXHIBITS

Resolution
Interlocal Agreement

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ___-R-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT FOR REGIONAL 9-1-1 SERVICE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the mutual benefits of cooperative Interlocal Agreements between units of government and Councils of Government; and

WHEREAS, the City of Seagoville operates one or more Public Safety Answering Points ("PSAPs") that participate in the North Central Texas Emergency Communications District ("NCT9-1-1") as authorized by the TEXAS HEALTH AND SAFETY CODE; and

WHEREAS, previously the City of Seagoville (hereinafter, "City") executed a two (2) year agreement with the NCT9-1-1, which will expire in September of 2023; and

WHEREAS, the NCT9-1-1 is now requiring a new interlocal agreement for service effective October 1, 2023, through September 30, 2025, to be executed and has provided said agreement, attached hereto as Exhibit "A", for review and consideration; and

WHEREAS, the interlocal agreement allows the City to operate and maintain its PSAPs, upgrade 9-1-1 equipment and train its personnel to operate in the Next Generation 9-1-1 emergency communication system in the District; and

WHEREAS, the City Council deems entering into the interlocal agreement to be in the best interest of the citizens of the City of Seagoville and thus desires to authorize the City Manager to execute the Interlocal Agreement with the North Central Texas Emergency Communications District for emergency 9-1-1 service and equipment via DocuSign.

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

Section 1. The City Council hereby authorizes the City Manager to execute the Interlocal Agreement with the North Central Texas Emergency Communications District, a copy of which is attached hereto and incorporated herein as Exhibit A.

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

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

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

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this 7th day of August 2023.

APPROVED:

Lackey Stepper Sebastian
Mayor

ATTEST:

Melinda Welsh, TRMC
Interim City Secretary

APPROVED AS TO FORM:

Victoria Thomas
City Attorney



**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT AND**

FOR REGIONAL 9-1-1 SERVICE

Section 1: Parties and Purpose

- 1.1. The North Central Texas Emergency Communications District (hereinafter "NCT9-1-1") is a regional emergency communications district and a political subdivision of the State of Texas organized under the Texas Health and Safety Code, Subchapter H, Chapter 772, as amended. NCT9-1-1 develops an annual budget to operate and maintain 9-1-1 service within the district.
- 1.2. _____ (hereinafter "Public Agency") is a local government that operates an Emergency Communications Center ("ECC") that participates in NCT9-1-1 as authorized by Texas Health and Safety Code Chapter 772.
- 1.3. This Interlocal Agreement is entered into between NCT9-1-1 and Public Agency pursuant to Texas Government Code Chapter 791 so that NCT9-1-1 can operate and maintain the systems utilized for the provision of 9-1-1 emergency communications services. For purposes of carrying out NCT9-1-1's duties and obligations under this agreement, the parties understand and agree that references to NCT9-1-1 includes its employees, officers, directors, volunteers, agents (including North Central Texas Council of Governments, hereinafter "NCTCOG"), and their representatives individually, officially, and collectively.

Section 2: Rights and Duties of the Public Agency

The Public Agency will:

2.1 Financial/Insurance

- 2.1.1. Return or reimburse NCT9-1-1 any 9-1-1 funds used in noncompliance with applicable laws and/or rules within 60 days after the discovery of noncompliance and notice to the Public Agency of such noncompliance, unless an alternative repayment plan is approved, in writing, by both parties.
- 2.1.2. (May be required to) reimburse NCT9-1-1 for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by Public Agency employees or other persons granted access to the ECC, as well as acts of force majeure. This provision does not include ordinary wear and tear or day-to-day use of the equipment.
- 2.1.3. Maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to Public Agency and all 9-1-1 funds spent by such Public Agency for 9-1-1 service, with specific detail for 9-1-1 funds received.
- 2.1.4. Purchase and maintain adequate insurance policies on all 9-1-1 equipment in amounts enough to provide for the full replacement of such equipment in cases of loss due to anything other than daily use and normal wear and tear. Public Agency shall name NCT9-1-1 and NCTCOG, including their representatives and agents,

as an additional insured or equivalent under the Public Agency's general liability insurance policy or membership agreement in any governmental risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that NCT9-1-1 and/or NCTCOG may seek coverage upon demand by NCT9-1-1 and/or NCTCOG in the event of a covered claim. Public Agency shall provide proof of coverage at the request of NCT9-1-1.

2.2. Equipment and Inventory

2.2.1 Report any lost, stolen, or nonfunctioning equipment in writing to NCT9-1-1 immediately upon discovery.

2.2.2 Notify NCT9-1-1 in writing 30 days in advance of disposition of equipment due to obsolescence, failure, or other planned replacement.

2.3. Security

2.3.1. To obtain login credentials for NCT9-1-1 equipment, ECCs are required to adhere to the Texas CJIS Systems Access Policy (Attachment A).

2.3.2. Protect all NCT9-1-1 provided equipment by implementing measures that secure the premises (including equipment room) of its ECC against unauthorized entrance or use.

2.3.3. Operate within local standard operating procedures and take appropriate security measures as may be necessary to ensure that non-approved third-party software applications cannot be integrated into the ECC's Call Handling Equipment (CHE) or workstations.

2.3.4. Refrain from touching or relocating NCT9-1-1 equipment within the rack/cabinet without written consent from NCT9-1-1.

2.3.5. Refrain from attaching or integrating any hardware device (i.e. external storage devices and cell phones to USB for charging purposes) or software application without prior written approval of NCT9-1-1. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by NCT9-1-1.

2.3.6. Adhere to Health and Safety Code, Section 772.002(C), Confidentiality of Information.

2.3.7. Ensure each person who is authorized to receive, store, process, and/or transmit CHE information has a unique identification login and be logged into such equipment identifying their legitimacy for use.

2.4. Maintenance

2.4.1. Ensure areas where NCT9-1-1 equipment is installed are clean and allows for unobstructed access by the NCT9-1-1 Technology Team.

2.4.2. (Whenever possible) Provide at least a two-week notice in writing to NCT9-1-1's Technology Team regarding any maintenance that could adversely affect 9-1-1 operations.

2.4.3. Have a commercial power backup generator in order to maintain the building housing your ECC and in order to maintain 9-1-1 availability. NCT9-1-1 provides Uninterruptable Power Supply (UPS) unless declined by the ECC.

- 2.4.4. Provide at least a 48-hour notice in writing to NCT9-1-1's Technology Team prior to work commencing on any scheduled maintenance on commercial power backup generators.
- 2.4.5. Notify NCT9-1-1's Technology Team immediately of any power or generator outages greater than 15 minutes. If the outage affects the 9-1-1 system, trouble reporting procedures should be followed.
- 2.4.6. Notify NCT9-1-1's Technology Team of technical issues immediately upon discovery. The Public Agency will utilize one of the following methods:
- Via telephone by calling (888) 311-3911
 - Via email to Support@NCT911.org
 - Via the Trouble Ticket System (accessed by Self-Service Center located on the browser tabs)
 - Via the website at <https://SSC.NCT911.org> (only works with issued credentials)
- 2.4.7. Complete at minimum one preventive maintenance (PM) on generators and automatic transfer switch (ATS), and one generator ~~and~~ full load test per year. Test generators at least monthly to ensure that all NCT9-1-1 equipment remains functional. Report generator maintenance by providing maintenance logs to NCT9-1-1 within 30 days.
- 2.4.8. Maintain 24/7/365 availability for NCT9-1-1 staff to perform maintenance or NCT9-1-1 related business.

2.5. Training

- 2.5.1 Schedule telecommunicators to receive 9-1-1 equipment training within 120 days of his/her hire date.
- 2.5.2 Ensure that 9-1-1 ECC Supervisors/Managers (or designee) attend the ECC Supervisors' Meeting. NCT9-1-1 offers at least three ECC Supervisors' meetings per year and a minimum attendance of two meetings per year is required for each ECC.
- 2.5.3 Ensure ECC Telecommunicators, Training Coordinators, Supervisors/Managers, and other essential personnel identified by the Supervisor/Manager attend mandatory training associated with the implementation of new technology. This training is generally scheduled for specific dates and times. Make up sessions can be scheduled if ECC scheduling does not allow personnel to attend their designated time slot.
- 2.5.4 May request the use of training facilities by sending an email to 911OpsTeam@NCT911.org specifying the date of request, time of request and type of resources needed.
- 2.5.5 Ensure that all telecommunicators attend a 9-1-1 equipment and technology training refresher course every two years.

2.6. Facilities

- 2.6.1. Meet prescribed equipment room requirements (Attachment B). Any expenses associated with this requirement are the responsibility of the Public Agency.
- 2.6.2. Ensure areas with 9-1-1 equipment maintain a temperature between 65-85 degrees Fahrenheit.

- 2.6.3. Ensure area around NCT9-1-1 equipment remains clean. Do not stack equipment or store items on top of NCT9-1-1 equipment.
- 2.6.4. Ensure 9-1-1 equipment room and communications area complies with the Americans with Disabilities Act of 1990.
- 2.6.5. Provide access to NCT9-1-1 staff and contracted vendors that meet CJIS requirements on a 24/7/365 basis without prior notice.
- 2.6.6. Maintain facilities in a manner to ensure that equipment remains in functioning order. This includes, but is not limited to, HVAC and rodent extermination. The ECC is responsible for the cost of replacement should the equipment become non-functioning due to ECC's negligence.

2.7. Supplies

- 2.7.1. Purchase supplies such as printer paper, printer ink, cleaning materials, and other expendable items necessary for the continuous operations of its ECCs.

2.8. Monitoring/Reporting/Compliance

- 2.8.1. Maintain financial, statistical, and ANI/ALI records adequate to document performance, costs, and receipts under this contract in accordance with applicable records retention schedules. Public Agency agrees to maintain these records at Public Agency's offices and provide or make available for inspection upon request by NCT9-1-1.
- 2.8.2. Provide NCT9-1-1 staff access to all 9-1-1 equipment located in the equipment room and the 9-1-1 communications area within fifteen (15) minutes of access being requested.
- 2.8.3. Participate in quarterly monitoring ECC site visits conducted by NCT9-1-1. Site visits are unannounced due to staff's continuous travel throughout the 9-1-1 service area and to ensure compliance with this document.

2.9. Media Relations

- 2.9.1. Make every effort to communicate complete and accurate information in social media posts and/or interaction with the media, specifically as it relates to NCT9-1-1. Public Agency should first coordinate with NCT9-1-1 before making comments on social media and/or speaking to the media regarding 9-1-1 technology and service or issues with the 9-1-1 service providers.
- 2.9.2. Not disclose ECC correspondence that NCT9-1-1 has clearly noted as proprietary or confidential, unless required to do so by law.
- 2.9.3. Refer media directly to NCT9-1-1 for discussions related to NCT9-1-1 technology and other NCT9-1-1 service or program specific questions.

2.10. Operations

- 2.10.1. Sign the contingent ECC agreement provided by NCT9-1-1 and provide at NCT9-1-1's request. Changes to contingent ECCs must be approved by NCT9-1-1.
- 2.10.2. Receive and process 9-1-1 calls within an identified service area, defined as the geographic area within which a 9-1-1 placed is answered at the associated ECC. As part of the contingency plan, if a ECC requests another ECC to receive their 9-1-1 calls, NCT9-1-1 requires an official notification on department letterhead from both the requesting and participating ECC indicating the agreement to handle 9-1-1 calls during an established time period. The official notification must be signed by both ECC's administration (i.e. police chief or sheriff). This does not apply to ad-hoc routing.
- 2.10.3. Delegate ECC supervisory personnel or a designee and provide related contact information (to include after hour contact information) as a single point of contact for NCT9-1-1. A ECC's primary point of contact or designee must be a licensed public safety official (i.e. police, fire, EMS, or 9-1-1 communications).
- 2.10.4. Provide a minimum of 180 days' prior notice of any facility moves, adds, or changes that affect the 9-1-1 system.
- 2.10.5. If no calls have been received by the end of the current shift, test all 9-1-1 CHE for proper operation of wireless and wireline calls. Test the following for proper operation and user familiarity at least once a month: texts to 9-1-1 (if applicable), TDD, and TTYS (i.e. 9-1-1 transfers to 10-digit telephone number).
- 2.10.6. NCT9-1-1 recommends power cycles (reboot not shutdown) each 9-1-1 position at least once week.
- 2.10.7. NCT9-1-1 recommends logging all TDD/TTY calls and test calls.
- 2.10.8. Complete surveys distributed by NCT9-1-1 in a timely manner.
- 2.10.9. Ensure training bulletins and change management notifications provided by NCT9-1-1 are disseminated to all ECC personnel.
- 2.10.10. Admin lines supplied by NCT9-1-1 are to be used solely for ANI callback and should not be disseminated.
- 2.10.11. In the event of a service provider failure, must maintain at least one 10-digit telephone number for emergency use that is not part of the Public Agency's interactive voice response (IVR) systems to be used for receiving 9-1-1 transfer calls and default routing. These numbers shall be answered by a telecommunicator 24/7/365 and should have the ability to be call forwarded. Any change in the 10-digit telephone number must be reported to NCT9-1-1 in writing. The number shall be provided to the public during 9-1-1 service interruptions (via notification system, website, social media and/or emergency management).
- 2.10.12. In the event of a CHE failure, NCT9-1-1 strongly recommends that the 10-digit telephone number for emergency use should not appear on the 9-1-1 CHE as it could become unusable during CHE maintenance or service interruptions. If the 10-digit telephone line is integrated with the 9-1-1 CHE, a contingency plan identifying the back-up solution for the 10-digit telephone number for emergency use and any other integrated 10-digit administrative telephone lines should be maintained. If a contingency plan is not provided to NCT9-1-1 within 30 days of contract execution, NCT9-1-1 reserves the right to remove the administrative phone lines from the 9-1-1 equipment.

- 2.10.13. Notify NCT9-1-1 in writing at least 90 days prior to changing emergency services providers including medical, law enforcement, and fire.
- 2.10.14. Submit a signed Manual ALI Request form (Attachment C) to NCT9-1-1 annually and agree to use ALI lookup feature only in the handling and processing of an emergency telephone call.
- 2.10.15. Have an emergency plan for 9-1-1 communications that includes, at a minimum,
- Emergency generator information and how to operate said generator.
 - Documented procedures for the transfer of administrative lines when the call center is evacuated.
- 2.10.16. Comply with NCT9-1-1 policy and procedures for ECC moves and changes.
- 2.10.17. Report discrepancies to NCT9-1-1 utilizing the tools in the dispatch mapping solution within 72 hours.
- 2.10.18. Ensure that all telecommunicators log into the 9-1-1 software at the beginning of his/her shift and logs out at the end of his/her shift.
- 2.10.19. Ensure that all telecommunicators refrain from sharing log in information with others.
- 2.10.20. In accordance with Texas Health and Safety Code 772.619 (c), the 9-1-1 database information is not available for public inspection and cannot be released to the public. If a Public Information Act request specified 9-1-1 database information, NCT9-1-1 must be notified within three (3) business days of the Public Agency receiving the request.
- 2.10.21. In accordance with Texas Health and Safety Code 771.061, do not disseminate data specific to the caller including ALI subscriber information other than during the active incident.
- 2.10.22. Be responsible for all furniture, administrative telephones, copier machines, and administrative desktop computers located within the Public Agency's operating area.
- 2.10.23. Work with the electrical transmission company to be designated as a critical load public safety/critical load industrial designation per PUC Rule 25.497. Submit application annually to maintain designation. This is for the protection of the ECC from rolling electrical service interruption. Please be aware that this designation does not guarantee an uninterrupted, regular, or continuous power supply. If electricity is a necessity, you must make other arrangements for on-site back-up capabilities or other alternatives in the event of loss of electric service.
- 2.10.24. Language translation services provided by NCT9-1-1 are only to be utilized for emergency call handling purposes.
- 2.10.25. Provide incident information related to a 9-1-1 request for service, in any format, in order for NCT9-1-1 to better analyze call data in accordance with 9-1-1 industry standards.

2.11. Implementations

- 2.11.1. Request to reschedule a planned implementation as soon as possible should an unforeseen event occur that could inhibit the ECC's operations if the implementation were to continue as planned.

- 2.11.2. Assign a contact to complete implementation checklists with NCT9-1-1. This allows the ECC and NCT9-1-1 to test the product and serves as a refresher training.
- 2.11.3. Report problems to NCT9-1-1 as soon as they occur. This allows NCT9-1-1 to fix the problem quickly and confirm errors are remedied prior to completing implementations with additional ECCs.

Section 3: Rights and Duties of NCT9-1-1

NCT9-1-1 will:

3.1. Financial

- 3.1.1. Develop a budget and strategic plan to meet Public Agency needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established and approved by the NCT9-1-1 Board of Managers.
- 3.1.2. Provide 9-1-1 service to include 9-1-1 equipment, software, services and other items described in the current NCT9-1-1 Strategic Plan, throughout the region as funded by emergency services fees.
- 3.1.3. Maintain accurate fiscal records and supporting documentation of all 9-1-1 activities including specific details of funds distributed to Public Agency.

3.2. Equipment and Inventory

- 3.2.1. Allow Public Agency the opportunity to participate in the planning, implementation, and operation of 9-1-1 equipment.
- 3.2.2. Conduct a physical inventory of critical hardware annually and reconcile inventory periodically.

3.3. Training

- 3.3.1. Ensure telecommunicators have access to the NCT9-1-1 Training webpage.
- 3.3.2. Offer CHE training to all new telecommunicators and refresher training every two years.
- 3.3.3. Offer licensing training through the Regional Telecommunicator Academy that meets or exceeds Texas Commission on Law Enforcement (TCOLE) rules and regulations.
- 3.3.4. Offer continuing education training for Intermediate, Advanced, and Master Telecommunicator certification as budget allows.

3.4. Maintenance

- 3.4.1. Practice preventative maintenance on all NCT9-1-1 owned or leased CHE, software, and databases including, at a minimum, backing up data as necessary. NCT9-1-1 shall be responsible for any maintenance costs on NCT9-1-1 owned or leased equipment.
- 3.4.2. Provide 24/7/365 technical support to the ECCs.

3.5. Operations

- 3.5.1. Register as an alerting authority through the Texas Department of Emergency Management and Federal Emergency Management Agency. NCT9-1-1 uses an approved Integrated Public Alert and Warning System (IPAWS) to alert the 9-1-1 service area of 9-1-1 service interruptions and other critical updates.
- 3.5.2. Inspect contingent ECC agreements periodically.
- 3.5.3. Implement upgrades of its ECC equipment and software, as authorized in the current annual budget, through the appropriate NCT9-1-1 processes for the purchase of new equipment and software.

3.6. Geographic Information Systems (GIS) / Data

- 3.6.1. Share public-safety specific spatial data layers via the dispatch mapping environment that do not contain health-related information or any information that is protected under HIPAA. Above and beyond the required spatial data layers, NCT9-1-1 will coordinate with the respective 9-1-1 Addressing Authorities and relevant NCT9-1-1 committees to share approved data layers that will be of benefit to public safety.

3.7. Crisis Communications

- 3.7.1. NCT9-1-1 will make every effort to communicate complete and accurate information to the Public Agency in a timely manner about 9-1-1 technology and services during 9-1-1 service interruptions.
- 3.7.2. NCT9-1-1 will post updates on its websites and social media sites. NCT9-1-1 recommends the Public Agency use the wording provided through those avenues when providing updates to the public.

Section 4: Effective Date and Term of Agreement

- 4.1. This Agreement shall take effect October 1, 2023, and shall continue until September 30, 2025, unless earlier terminated under 8.1 Early Termination of Contract.

Section 5: Ownership, Transference and Disposition of Equipment

- 5.1. NCT9-1-1 may purchase, lease, or otherwise procure, on Public Agency's behalf, the 9-1-1 equipment, software, services, and other items as described in the NCT9-1-1 Strategic Plan.
- 5.2. NCT9-1-1 shall establish ownership of all 9-1-1 equipment procured with 9-1-1 funds as defined herein and located within the Public Agency's jurisdiction. NCT9-1-1 may maintain ownership, or it may transfer ownership to Public Agency. Before any such transfer of ownership, NCT9-1-1 will evaluate the adequacy of controls of Public Agency to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the ancillary equipment may or may not be procured by NCT9-1-1 on behalf of Public Agency, according to NCT9-1-1's Strategic Plan.

5.3. The basic equipment categories are:

- a. Call Handling Equipment (CHE) – telephone equipment located at the ECCs which may include telephones, integrated workstations, servers, ANI controllers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery to the ECC
- b. Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
- c. Uninterruptable Power Supply (UPS)

5.4. Transfer-of-ownership documents shall be prepared by NCT9-1-1 and signed by both parties upon transference of ownership of any 9-1-1 provided equipment. NCT9-1-1 shall maintain ownership of 9-1-1 CHE.

Section 6: Relationship between the Parties, Assignment, and Subcontracting

6.1. It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties.

6.2. This Agreement may not be assigned to either Party without the prior written consent of the other Party. An attempted assignment in violation of this agreement is void.

6.3. Public Agency may not subcontract its duties under this Agreement without the prior written consent of NCT9-1-1. Any subcontract shall be subject to all terms and conditions contained in this Agreement and Public Agency agrees to furnish a copy of this Agreement to its subcontractor(s).

Section 7: Records and Monitoring

7.1. NCT9-1-1 is entitled to inspect and copy, on a 24/7/365 basis, at Public Agency's office, the records maintained under this Agreement for as long as they are maintained.

7.2. NCT9-1-1 is entitled to visit Public Agency's offices, talk to its personnel, and audit its applicable 9-1-1 records during normal business hours to assist in evaluating its performance under the Agreement.

Section 8: Early Termination of Contract

8.1 NCT9-1-1 reserves the right to terminate this Agreement in whole or in part upon default by Public Agency. Notice of termination shall be provided to Public Agency in writing, shall set forth the reason(s) for termination, and provide for a minimum of thirty (30) days to cure the defect(s). Termination is effective only in the event Public Agency fails to cure the defect(s) within the period stated in the notice subject to any written extensions. If the Agreement is terminated, Public Agency shall cooperate with NCT9-1-1 to ensure an orderly transition of services. Further, all equipment shall be returned to NCT9-1-1 in working condition and NCT9-1-1 shall only be liable for payment for services rendered before the effective date of termination. Either Party may terminate this Agreement for convenience upon 180 days written notice to the other Party. Certain reporting requirements in the Agreement shall survive termination.

Section 9: Notice to Parties

9.1. Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is considered received by a party when it is:

- Delivered to the party personally;
- On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address as specified in paragraph 9.2 and signed on behalf of the party; or
- Three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 9.2.

9.2. Notices shall be sent to the following address for each party:

If to NCT9-1-1: PO Box 5888
Arlington, Texas 76005
Attn: Mike Eastland

If to Public Agency:

Section 10: General Provisions

- 10.1. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 10.2. **Liability.** The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence, and deeds; and for those of its agents, contractors, officers and employees in conjunction with each Party's performance under this Agreement.
- 10.3. **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages, or expenses were reasonably foreseeable.
- 10.4. **Procurement.** Both parties agree to comply with all applicable federal, State and local laws, rules and regulations for purchases under this Agreement. Failure to do so may result in ineligibility and denial of reimbursement by NCT9-1-1.
- 10.5. **Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that if either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay. The period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each Party must inform the other in writing within reasonable time the existence of such force majeure.
- 10.6. **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitute the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof.
- 10.7. **Availability of Funding.** Public Agency acknowledges that NCT9-1-1's sole source of funding for this Agreement is the 9-1-1 fees collected by service providers and remitted to NCT9-1-1. If fees sufficient to pay Public Agency under this contract are not paid to NCT9-1-1, the suspension of services will be effective 10 calendar days after Public Agency's receipt of notice. Upon suspension of payment, Public Agency's obligations under this contract are also suspended until NCT9-1-1 resumes receipt of funding.
- 10.8. **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this

Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. In the event of such occurrence, written notice of alterations, additions, or deletions to the terms of this Agreement will be provided to Public Agency.

- 10.9. Nondiscrimination and Equal Opportunity.** Public Agency shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.
- 10.10. Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including but not limited to sovereign and governmental immunity.
- 10.11. Attorney Fees.** If any action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief which that party is entitled.
- 10.12. Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation or any other local dispute mediation process before resorting to litigation.

The parties agree to continue performing their duties under this contract, which are unaffected by the dispute during the negotiation and mediation process.

| | |
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| | NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT |
|--|--|

| | |
|---------------------|----------------------------------|
| By: _____ | By: _____ |
| Name: _____ | Name: Mike Eastland |
| Title: _____ | Title: Executive Director |
| Date: _____ | Date: _____ |

Date of governing body approval: _____

- Attachments:**
- Attachment A: Texas CTS Systems Access Policy**
 - Attachment B: Equipment Room and Electrical Requirements**
 - Attachment C: Manual ALI Request Form**

Attachment A
Texas CJIS Systems Access Policy
TEXAS CJIS SYSTEMS ACCESS POLICY

**APPLICANT'S, EMPLOYEE'S, AND CONTRACTOR'S
CRIMINAL HISTORY RECORD INFORMATION**

| <u>ORIGINAL APPLICATION FOR ACCESS</u> | <u>PERSON WHO ALREADY HAS ACCESS</u> |
|---|---|
| FELONY CONVICTION Permanent Disqualifier | Permanent Revocation of Access |
| FELONY DEFERRED ADJUDICATION Permanent Disqualifier | Suspension of Access for 10 years |
| CLASS A MISDEMEANOR CONVICTION Permanent Disqualifier | Suspension of Access for 10 years |
| CLASS A MISDEMEANOR DEFERRED ADJUDICATION Permanent Disqualifier | Suspension of Access for term of deferral |
| CLASS B MISDEMEANOR CONVICTION Disqualifier for 10 years | Suspension of Access for 10 years |
| CLASS B MISDEMEANOR DEFERRED ADJUDICATION Disqualifier for 10 years | Suspension of Access for term of deferral |
| OPEN ARREST FOR ANY CRIMINAL OFFENSE (FELONY OR MISDEMEANOR) Disqualifier until disposition | Maintain Access pending court disposition |
| FAMILY VIOLENCE CONVICTION OR DEFERRED ADJUDICATION Permanent Disqualifier | Permanent revocation of Access |

This System Access Policy applies to commissioned peace officers, terminal operators and others with network access to CJI systems, as well as, an employee who may have access to an area where this information is received, maintained or stored either manually or electronically if having access is not part of their job. (i.e. custodian, maintenance). Agencies are required to adjudicate applicants to the policy every time an individual/contractor is to be employed/contracted by an agency. Agencies should not assume an individual that had access at one Agency will automatically have access at the new Agency.

Both Class A and Class B convictions/deferred adjudications can receive an agency sponsored waiver after 5 years from final disposition. If approved, agency sponsored waivers are only valid at that agency and cannot transfer with the individual.

Waivers submitted where the individual has multiple convictions/deferred adjudications for class A misdemeanors or above will NOT be considered unless the individual holds an active valid license from the Texas Commission on Law Enforcement (TCOLE). The Department will not revoke a peace officer's access as long as the TCOLE license remains valid and active regardless of any criminal history background.

Offenses that were committed while the individual was a juvenile will receive the same consideration and will be held to the same standard as adult offenses.

Deferred Adjudications where the subject's conviction has been set aside resulting in the proceedings being dismissed and the individual discharged are not considered a permanent disqualifier. The criminal history will display a disposition coding of PROCEED DISM/DEF DISCHARGED. Please note a subject being solely discharged from deferred adjudication is a permanent disqualifier.

Revised 12/18/2019



Attachment B

Equipment Room and Electrical Requirements

Equipment:

- There should be enough space to remove equipment from the equipment room in the event of an upgrade or replacement of faulty equipment ie. removal of the Uninterruptible Power Supply (UPS) battery system, or large rack mounted servers.
- Do not attach any equipment that is not provided by NCT9-1-1 into rack being utilized for 9-1-1 call delivery. Equipment racks should remain segregated to allow NCT9-1-1 the ability to add/remove/change any of their equipment when necessary.
- Do not stack anything on or around NCT9-1-1 equipment or UPS, UPS bypass switch, or electrical distribution panel.
- There should be elevator access to the equipment room, or 9-1-1 demarcation closet located upstairs.

Fire Protection:

- Dry pipe high temperature type systems are recommended if sprinkler heads are to be located in the 9-1-1 equipment room.
- If possible, non-combustible material should be used for the room construction.

Security Precautions:

- Public Agency may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push button access code or card readers are not recommended unless you provide a battery backup system.

Temperature and Humidity Control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 65 to 85 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the 9-1-1 equipment.
- For estimates on BTU output of the equipment, please consult with onsite installation personnel.

Static Electricity:

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor should not be carpeted unless carpet is static free and grounded.
- The room floor should be sealed, (preferably tiled), but not waxed.

Lighting:

- Lighting must not be powered from the switch room service panel.
- Lighting should provide 50-75-foot candles measured 30" above the equipment room floor.

Grounding:

- A single point, isolated ground is required unless superseded by local code. The source should be XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous with no splices or junctions.
- Conductors must be no load, non-current carrying.

Electrical:

- Voltage required is 208/120 V three phase; four wire “wye” service of 240/120 single phase 4 wire “delta” service.
- A dedicated transformer is preferred; however, a shared transformer or distribution is acceptable.
- IGL6-15, 20 or 30 receptacles are required, and the ground must terminate the IG buss.
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.
- NCT9-1-1 equipment should be plugged into independent circuits, and segregated from other non-9-1-1 equipment, such as floor heaters, radio equipment, etc. This will ensure that a failure of non-9-1-1 equipment will not adversely affect the performance of 9-1-1 CHE.

For reference only; sign electronically



**Attachment C
Manual ALI Request Form**

***For reference only. To be sent as a separate agreement to Chief/Sheriff and
Communications Manager/Supervisor.***

Updated: June 6, 2019

ECC Name: _____

Date: ____/____/____

This letter is to request that the "Manual ALI Query" feature be enabled at _____.
(ECC NAME)

The 9-1-1 call handling equipment (CHE) provided by NCT9-1-1 has been configured to allow manual queries and is compatible with the manual ALI query protocol of NCT9-1-1. MANUAL ALI QUERY SERVICES WILL ONLY BE USED IN THE HANDLING OF EMERGENCY CALLS. All manual ALI queries must also be documented using the reason feature.

This ECC and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this feature may be provided.

The NCT9-1-1 operations staff has access to a statistical report of Manual ALI Query per ECC. Misuse of the proprietary ALI information may be cause for the termination of this feature for the ECC.

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:

Chief / Sheriff

Date

Communications Supervisor / Manager

Date

Regular Session Agenda Item: 9

Meeting Date: August 7th, 2023

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the City Manager to execute Amendment No. 2 to Memorandum of Understanding with Dallas County and the undersigned Participating Local governments of the State of Texas, Seagoville Police Department, executed by the parties under the authority of Dallas County Commissioners Court Order No. 2013-0898, adopted on May 21, 2013. TechShare.Juvenile shall no longer be directed under the Texas Conference of Urban Counties. TechShare.Juvenile shall be renamed “Dallas County Juvenile Case Management System” and managed as a Dallas County in-house technology application for the purpose of sharing criminal justice information; providing a repealing clause; providing a savings clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City Council recognizes the mutual benefits of cooperative Memorandum of Understandings between the City of Seagoville and Dallas County. In February 2016, the original Memorandum of Understanding with Dallas County was signed to participate in the Urban Counties’ TechShare.Juvenile Program for the purpose of sharing criminal justice information. In 2022, Amendment No. 1 MOU/ILA was approved, it amended security protocols as attached in Exhibit “A”. Amendment No. 2 is to change management and name from Dallas County Commissioners Court, TechShare.Juvenile to Dallas County in-house technology application, Dallas County Juvenile Case Management System.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution – Approving Amendment to MOU/ILA Dallas County Juvenile Case Management System
Amendment No. 2 of MOU/ILA Dallas County Juvenile Case Management System
Amendment No. 1 of MOU/ILA TechShare Juvenile Program
Original MOU/ILA TechShare Juvenile Program

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ___-R-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE MEMORANDUM OF UNDERSTANDING/INTERLOCAL AGREEMENT WITH DALLAS COUNTY TO PARTICIPATE IN URBAN COUNTIES' TECHSHARE.JUVENILE PROGRAM FOR THE PURPOSE OF SHARING CRIMINAL JUSTICE INFORMATION; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in June 2022 the MOU was amended to include certain security protocols; and

WHEREAS, it is recommended that the MOU be amended to amend any reference to "TechShare.Juvenile" by replacing it with "Dallas County Juvenile Case Management System" throughout this MOU in its entirety, said amendment being attached to this Resolution as Exhibit "A".

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

Section 1. The City Council hereby authorizes the City Manager to execute the Amendment No. 2 to the Memorandum of Understanding with Dallas County to participate in Dallas County Juvenile Case Management System for the purpose of sharing criminal justice information in substantially the form attached hereto and incorporated herein by this reference as Exhibit "A".

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

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

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

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this 7th day of August 2023.

APPROVED:

Lackey Stepper Sebastian
Mayor

ATTEST:

Melinda Welsh, TRMC
Interim City Secretary

APPROVED AS TO FORM:

Victoria Thomas
City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AMENDMENT NO. 2 to

**MEMORANDUM OF UNDERSTANDING
WITH PARTICIPATING LOCAL GOVERNMENTS AND
DALLAS COUNTY TO PARTICIPATE IN
DALLAS COUNTY JUVENILE CASE MANGEMENT SYSTEM**

This AMENDMENT NO. 2 is made to the certain Memorandum of Understanding between Dallas County, Texas (“County”) and the undersigned Participating Local Governments of the State of Texas (“Participating Local Government(s)”), executed by the parties under the authority of Dallas County Commissioners Court Order No. 2013-0898, adopted on May 21, 2013 (the “MOU”). Techshare.Juvenile shall no longer be directed under the Texas Conference of Urban Counties. Techshare.Juvenile shall be renamed “Dallas County Juvenile Case Management System” and managed as a Dallas County in-house technology application. This AMENDMENT NO. 2 evidences the following:

1. The MOU is hereby amended as follows:

Any reference to TechShare.Juvenile is hereby replaced with “Dallas County Juvenile Case Management System” throughout this MOU in its entirety.

Section II “Recitals,” paragraphs 1, 2, and 3 are deleted in their entirety and replaced with the following amended language:

**II.
RECITALS**

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

WHEREAS, The Participating Local Governments will have access to the Dallas County Juvenile Case Management System in order to file cases electronically, perform countywide juvenile record searches, and perform other functions as allowed by statutes and role based permissions;

WHEREAS, The Participating Local Governments will be required to have either a site-to-site Virtual Private Network (VPN) connection between the agency network and Dallas County or provide Public IP addresses to Dallas County for which the agency stipulates to having exclusive control for Dallas County to provide IP whitelist access for agency to access the Dallas County Juvenile Case Management System. The basic equipment needed by the Participating Local Governments to establish the VPN connection is a site-to-site capable firewall and a circuit. The agency must inform Dallas County in the event they

change Public IP addresses. If using a VPN, the agency firewall must be capable of supporting a minimum of AES-256 encryption capability and IPSec security protocols. Further, the encryption standards must be compliant with the federal data encryption standard of FIPS-140-2. Additionally, a 3Mb circuit is recommended. Dallas County has provided each Participating local Governments with firewall cost approximations for agencies whose current infrastructure may not currently support VPN connectivity. Due to laws governing circuit location and the range of costs between providers, Participating Local Governments should contact their telecommunication service provider to determine circuit costs.

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

[SIGNATORY PAGES SHALL FOLLOW]

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

By signing this page, each Participating Local Government or Party represents that it has the full right, power and authority to enter and perform this *Amendment No. 2 to MOU Among Participating Local Governments and Dallas County to Participate in Dallas County Juvenile Case Management System* in accordance with all of the terms and conditions, and that the execution and delivery of this Amendment has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances and provisions set forth in this Amendment.

DALLAS COUNTY, TEXAS

Name: _____

Title: _____

Date: _____

Address: _____

APPROVED AS TO FORM*:

JOHN CREUZOT
DISTRICT ATTORNEY



Rebecca L. Lundberg
Assistant District Attorney
Civil Division

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

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

By signing this page, each Participating Local Government or Party represents that it has the full right, power and authority to enter and perform this *Amendment No. 2 to MOU Among Participating Local Governments and Dallas County to Participate in Dallas County Juvenile Case Management System* in accordance with all of the terms and conditions, and that the execution and delivery of this Amendment has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances and provisions set forth in this Amendment.

ATTEST:

Name: _____

Title: _____

Date: _____

Address: _____

APPROVED AS TO FORM*:

Attorney for _____

STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

AMENDMENT NO. 1 to

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

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

1. The MOU is hereby amended as follows:

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

**II.
RECITALS**

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

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

[SIGNATORY PAGES SHALL FOLLOW]

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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

DALLAS COUNTY, TEXAS

Name: _____

Title: _____

Date: _____

Address: _____

APPROVED AS TO FORM*:

**JOHN CREUZOT
DISTRICT ATTORNEY**

Rebecca L. Lundberg
Assistant District Attorney
Civil Division

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

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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

ATTEST:

Name: 
Title: Attorney at Law
Date: June 28, 2011
Address: 11111 Elm Street
Suite 1000


City Secretary

APPROVED AS TO FORM*:


Attorney for _____

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

**I.
PARTIES**

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

**II.
RECITALS**

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

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

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

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

1

III.
PARTICIPATION BY ADDITIONAL PARTICIPATING LOCAL GOVERNMENTS

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

IV.
DATA OWNERSHIP, ACCESS, SECURITY AND STORAGE

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

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

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

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

V.
TERM AND TERMINATION

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

VI.
WARRANTIES

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

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

VII.
NOTICE

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

VIII.
AMENDMENT

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

IX.
CURRENT REVENUE

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

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

X.
FISCAL FUNDING

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

XI.
APPLICABLE LAW

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

XII.
SEVERABILITY

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

XIII.
ASSIGNMENT

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

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

XIV.
ENTIRE AGREEMENT

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

XV.
RESPONSIBILITIES

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

XVI.
CJIS COMPLIANCE

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

XVII.
SOVEREIGN IMMUNITY

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

[SIGNATORY PAGES SHALL FOLLOW]

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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

DALLAS COUNTY

By: _____

Name: Clay Jenkins

Title: Dallas County Judge

Date: _____ / _____ / _____

Address: 411 Elm Street 2nd Floor

Dallas, Texas 75202

DALLAS COUNTY*

SUSAN HAWK

DISTRICT ATTORNEY

RUSSELL RODEN

CHIEF, CIVIL DIVISION

BY: _____

Randall Miller

Assistant District Attorney

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

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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

COUNTY/CITY OF Seagoville

X 

Name: Raymond Calverley

Title: Chief of Police

Date: / /

Address: 600 N Hwy 175
Seagoville, TX 75159

Regular Session Agenda Item: 10

Meeting Date: August 7, 2023

ITEM DESCRIPTION:

Discuss the amendment of city ordinance Chapter 13 “Offenses and Nuisances” Article 13.06 to repeal Division (2) “Curfew”.

BACKGROUND OF ISSUE:

On February 6, 2023, the City Council unanimously adopted the continuation of the above listed city ordinance to continue in effect for (3) three more consecutive years, undenounced that there were measures being south to abolish this tool. The 88th Texas legislature approved House Bill 1819, which, among other things, amends the Texas Local Government Code effective September 1, 2023, by adding Section 370.007 which prohibits political subdivisions from adopting or enforcing an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age.

FINANCIAL IMPACT:

No financial impact

RECOMMENDATION:

N/A

EXHIBITS:

N/A

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____-2023

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE SEAGOVILLE CODE OF ORDINANCES CHAPTER 13 “OFFENSES AND NUISANCES”, ARTICLE 13.06 “MINORS”, BY REPEALING DIVISION 2 “CURFEW”; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, during its regular session, the 88th Texas Legislature approved House Bill 1819, which, among other things, amends the Texas Local Government Code effective September 1, 2023, by adding Section 370.007 which prohibits political subdivisions from adopting or enforcing an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age; and

WHEREAS, the City Council of the City of Seagoville, Texas, finds it to be in the public interest to amend the Seagoville Municipal Code to conform to state law by repealing the City’s juvenile curfew ordinance.

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

SECTION 1. Chapter 13 “Offenses and Nuisances”, Article 13.06 “Minors”, Division 2 “Curfew” of the Seagoville Code of Ordinances is hereby repealed in its entirety.

SECTION 2. An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the ordinances of the City of Seagoville, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

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

SECTION 4. This Ordinance shall take effect on September 1, 2023, from and after its passage and the publication of the caption as the law and Charter in such cases provide.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 7th day of August 2023.

APPROVED:

Lackey Stepper Sebastian
Mayor

ATTEST:

Melinda Welsh, TRMC
Interim City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas
City Attorney
4873-5810-0595, v. 1

Regular Session Agenda Item: 11

Meeting Date: August 07, 2023

ITEM DESCRIPTION:

Direct staff concerning rescheduling the September 04, 2023, Regular Council Meeting.

BACKGROUND OF ISSUE:

The first regular City Council Meeting in September is scheduled for Monday, September 04, 2023, which is the Labor Day Holiday.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends rescheduling the September 04, 2023, Regular Council Meeting to September 11, 2023. Council is currently scheduled to meet that evening for further budget discussions.

EXHIBITS:

N/A

Regular Agenda Item: 12

Meeting Date: August 7, 2023

ITEM DESCRIPTION:

Second Reading - Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Diana E. Guzman as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date.

BACKGROUND OF ISSUE:

The Seagoville Economic Development Corporation (“SEDC”) is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will promote and retain new and expanding business enterprises within the City. The SEDC has negotiated and intends to undertake a project with Diana E. Guzman for the installation of a new concrete parking lot on the retail business located 1506 N. Kaufman Street, Seagoville, Texas, (the Property), to facilitate retaining those businesses located thereon, which will thereby allow for an expansion of the existing business as more patrons will be able to enter the Property, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”). section 505.158 mandates that the SEDC may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval/ratification of this expenditure.

EXHIBITS:

- Exhibit A. Resolution
- Exhibit B. Agreement between SEDC & Diana E. Guzman

CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ___-R-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE ECONOMIC DEVELOPMENT PROJECT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND DIANA E. GUZMAN AS REFLECTED IN THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (“SEDC”) is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will promote and retain new and expanding business enterprises within the City; and

WHEREAS, the SEDC has negotiated and intends to undertake a project with Diana E. Guzman for the installation of a new concrete parking lot on the retail business located 1506 N. Kaufman Street, Seagoville, Texas, (the Property), to facilitate retaining those businesses located thereon, which will thereby allow for an expansion of the existing business as more patrons will be able to enter the Property, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”); and

WHEREAS, section 505.158 mandates that the SEDC may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings; and

WHEREAS, the City Council has determined that the Project contemplated by SEDC and Diana E. Guzman under the terms and conditions set forth in the Economic Development Incentive Agreement will promote and retain new and expanded business enterprises within the City of Seagoville; and

WHEREAS, the City Council finds that the expenditure of funds by SEDC in undertaking the Project is authorized by the Act and that the Project should be approved and authorized; and

WHEREAS, the City Council has conducted two (2) readings of this resolution;

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

Section 1. The City Council hereby approves and authorizes the Project between the Seagoville Economic Development Corporation and Diana E. Guzman, under the terms and conditions set forth in an Economic Development Incentive Agreement in substantially the form attached hereto as Exhibit “A”.

Section 2. The City Council authorizes the SEDC to enter into any additional agreements necessary to undertake the Project in accordance with the terms and conditions set forth in the Economic Development Incentive Agreement.

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

DULY RESOLVED AND ADOPTED First Reading and Second Reading of the City Council of the City of Seagoville, Texas, this the 7th day of August 2023.

APPROVED:

Lackey Stepper Sebastian
Mayor

ATTEST:

Melinda Welsh, TRMC
Interim City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(08022023:cdb)
4866-4492-1205, v. 1

STATE OF TEXAS §
 § ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
COUNTY OF DALLAS §

This Economic Development Incentive Agreement (“Agreement”) is made by and between Diana E. Guzman, an individual resident of the State of Texas (“Guzman”), and the Seagoville Economic Development Corporation (the “SEDC”), each acting by and through their respective authorized representatives. SEDC and Guzman may be referred to herein each as a “Party” and collectively as the “Parties”.

W I T N E S S E T H:

WHEREAS, Guzman owns the real property located at 1506 N. Kaufman Street, Seagoville, Texas 75159 and the buildings/improvements situated thereon (collectively, the “Property”) which Guzman leases to retail business tenants who operate a tire shop (for the sale of new and used tires) and/or additional businesses open to and serving the citizens of the City of Seagoville; and

WHEREAS, Guzman desires to install a new concrete parking lot on the Property to reduce or eliminate parking issues being experienced by retail tenants at the Property and thus to facilitate retaining those businesses at the Property and which will thereby allow a retention and/or an expansion of the existing business as more patrons will be able to enter the Property which will increase; and

WHEREAS, Guzman has advised the SEDC that the total construction cost of the desired concrete parking area is \$22,500.00 and that a contributing factor that would induce Guzman to provide the additional parking lot required by its retail tenants on the Property would be an agreement by SEDC to provide an economic development grant to Guzman to cover one-half of the costs of such construction, up to a maximum of \$11,250.00; and

WHEREAS, SEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Chapters 501-505, Texas Local Government Code (the “Act”), authorizes SEDC to provide economic development grants for business retention and/or expansion; and

WHEREAS, SEDC has determined that the Grant (hereinafter defined) to be made hereunder is required or suitable to retain, promote or develop new or expanded business enterprises and constitutes a “project”, as that term is defined in the Act; and

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

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

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

“Bankruptcy or Insolvency” shall mean the dissolution or termination of Guzman’s existence as a going business, insolvency, appointment of receiver for any part of Guzman’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Guzman and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“City” shall mean the City of Seagoville, Texas.

“Commencement of Construction” shall mean that (1) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the Parking Lot, (2) all necessary permits for the Parking Lot have been issued by all applicable governmental authorities, and (3) construction of the Parking Lot has commenced.

“Guzman” shall mean Diana E. Guzman, an individual resident of the State of Texas, owner of the real property and improvement thereon located at 1506 N. Kaufman Street, Seagoville, Texas 75159.

“Completion of Construction” shall mean that (1) Parking Lot has been substantially completed, (2) all final inspections for the Parking Lot have been performed by all applicable governmental authorities; (3) the inspections noted no failure of compliance with the City’s Code of Ordinances and related regulations or other law; and (4) Guzman and/or its retail tenants at the Property are open and conducting business during normal business hours at the Property.

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean the twelve (12) months after the Commencement of Construction.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless

caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

“Grant” shall mean an economic development reimbursement grant in the amount equal to one-half of the costs incurred and paid by Guzman for the Parking Lot, as defined herein, not to exceed Eleven Thousand, Two Hundred, Fifty and No/100 Dollars (\$11,250.00), to offset a portion of the costs paid and incurred by Guzman for the Parking Lot, to be paid in one lump sum payment upon presentation of a signed, written request for payment submitted to City and accompanied by written receipts or other evidence indicating the total amount that Guzman incurred and paid, in construction of the Parking Lot.

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

“Parking Lot” shall mean site preparation, installation and construction of a concrete parking area on the Property as depicted on Exhibit “A”, attached hereto and incorporated herein by this reference, said preparation, installation and construction to comply with all City of Seagoville ordinances, permitting requirements, and building regulations.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between the Guzman and SEDC or the City.

“SEDC” shall mean the Seagoville Economic Development Corporation.

Article II

Term

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III

Grant

3.1 Grant. SEDC agrees, subject to the continued satisfaction of all the terms and conditions of this Agreement by Guzman and the obligation of Guzman to repay pursuant to Article V hereof, to provide Guzman with the Grant as set forth herein.

3.2 Grant Limitations. Under no circumstances shall the obligations of SEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. SEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Guzman. None of the obligations of SEDC under this

- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) upon written notice by SEDC, if any Impositions owed to SEDC, City or the State of Texas by Guzman shall have become delinquent (provided, however, Guzman retains the right to timely and properly protest and contest any such taxes or Impositions), and such delinquency is not cured within thirty (30) days following Guzman's receipt of written notice thereof;
- (d) upon written notice by SEDC, if Guzman suffers an event of Bankruptcy or Insolvency; or
- (e) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment Following Termination Under Section 5.1(b). In the event the Agreement is terminated by SEDC pursuant to Section 5.1 (b), Guzman shall immediately refund to the SEDC an amount equal to the value of the Grant received by Guzman. The repayment obligations of the Guzman set forth in this Section 5.2 shall survive termination of this Agreement.

5.3 Repayment Following Termination Pursuant to Section 5.1(c), (d), and/or (e). In the event the Agreement is terminated by SEDC pursuant to Section 5.1(c), (d), and/or (e), the Guzman shall immediately refund to SEDC an amount equal to the Grant paid by SEDC to the Guzman, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall cease to exist or cease to announce a prime or base lending rate, than at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the SEDC) as its prime or base commercial lending rate from the date on which the Grant is paid by SEDC until refunded by the Guzman. The repayment obligation of Guzman set forth in this Section 5.3 shall survive termination of this Agreement.

5.4 Offsets. SEDC may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City and/or SEDC from Guzman, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due SEDC has been reduced to judgment by a court.

Article VI Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Guzman and SEDC, in satisfying the conditions of this Agreement, have acted independently, and SEDC assumes no responsibilities or liabilities to third parties in connection with these actions.

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

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

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

If intended for SEDC, to:

Seagoville Economic Development
Corporation
Attn: Patrick Stallings, Exec. Director
702 N. Highway 175
Seagoville, Texas 75159

With a copy to:

Victoria W. Thomas
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Guzman:

Diana E. Guzman
P. O. Box 207
Seagoville, Texas 75159

6.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. There is no other collateral oral or written agreement among the Parties that in any manner relates to the subject matter of this Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. Without waiving any governmental or other immunities, the Parties otherwise agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

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

6.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.11 Successors and Assigns. This Agreement may not be assigned without the prior written consent of SEDC.

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

6.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

6.15 Employment of Undocumented Workers. During the term of this Agreement, Guzman agrees to not knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), Guzman shall repay the value or the costs incurred by SEDC to provide the Grants herein and any other funds received by Guzman from SEDC as of the date of such violation within 120 days after the date Guzman is notified by SEDC of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. Guzman is not liable for a violation of this section in relation to any workers employed by a subsidiary, affiliate, or franchisee of Guzman or by a person with whom the Guzman contracts.

6.16 Conditions Precedent. The obligations of SEDC under this Agreement are subject to and conditions on the City Council of the City of Seagoville, Texas approving, by resolution, this Incentive Agreement and the related project.

[Signature Pages to Follow]

EXHIBIT "A"



EXECUTED on this _____ day of _____, 2023.

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Patrick Stallings, Executive Director

EXECUTED on this 20th day of July, 2023.

DIANA E. GUZMAN

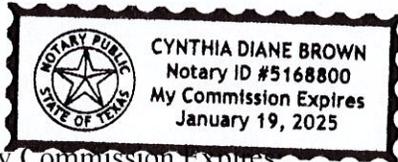
By: *Diana E. Guzman*
Diana E. Guzman

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, Diana E. Guzman, known or proven to me to be the person and agent whose name is subscribed to the foregoing instrument and acknowledged to me that the same was her own act and deed and that she executed the same for the purpose and consideration therein expressed..

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of July, 2023.



My Commission Expires: _____

Cynthia Diane Brown
Notary Public, State of Texas

Regular Agenda Item: 13

Meeting Date: August 7, 2023

ITEM DESCRIPTION:

Second Reading - Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving the Seagoville Economic Development Corporation expenditure in an amount not to exceed a total of \$90,000 to Llano River Fence Company for the installation of replacement fencing and to Pro Track and Tennis, Inc., for the resurfacing of the courts located at C.O. Bruce Central Park; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The Seagoville Economic Development Corporation (“SEDC”) is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects related to recreational or community facilities within the City. The SEDC has negotiated and intends to undertake a project at C.O. Bruce “Central” Park wherein the old fencing around the current basketball/tennis courts will be removed and new fencing will be installed and the courts will be resurfaced, the tennis court removed, and two (2) full-size basketball courts will be established, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”). Section 505.158 mandates that the SEDC may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval/ratification of this expenditure.

EXHIBITS:

Resolution with Exhibits:

Exhibit A Llano River Fence Company estimate for fencing

Exhibit B Pro Track and Tennis, Inc., proposal for resurfacing

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ___-R-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, RATIFYING AND APPROVING THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION EXPENDITURE IN AN AMOUNT NOT TO EXCEED A TOTAL OF \$90,000 TO LLANO RIVER FENCE COMPANY FOR THE INSTALLATION OF REPLACEMENT FENCING AND TO PRO TRACK AND TENNIS, INC., FOR THE RESURFACING OF THE COURTS LOCATED AT C.O. BRUCE CENTRAL PARK; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (“SEDC”) is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will promote and retain new and expanding business enterprises within the City; and

WHEREAS, SEDC staff requested and obtained quotes for the removal of the existing fencing and installation of new chain-link fencing around the basketball/tennis courts located at C.O. Bruce Central Park; and

WHEREAS, in addition, SEDC staff received quotes for resurfacing the two (2) courts, removing the existing color surface, with an option to replace the center tie-down anchor; and

WHEREAS, City and Seagoville Economic Development Corporation (SEDC) staff obtained an estimate from Llano River Fence Company with a quote of thirty-six thousand, five hundred dollars and no cents (\$36,500.00) for the removal and installation of the fencing, which is attached hereto as Exhibit A, and a proposal from Pro Track and Tennis, Inc., in a base amount of fifty-three thousand dollars and no cents (\$53,000.00) for the resurfacing of the basketball/tennis courts, which is attached hereto as Exhibit B; and

WHEREAS, after presentation and discussion to the SEDC, the SEDC Board elected to approve the expenditures set forth herein with the change to the current combination basketball/tennis court becoming two (2) full basketball courts and the tennis courts are to be removed (the Project); and

WHEREAS, the SEDC has approved the C.O. Bruce Central Park Project, as amended; and

WHEREAS, Section 505.158 mandates that the SEDC may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings; and

WHEREAS, the City Council has determined that the C.O. Bruce “Central” Park Project, contemplated by SEDC will enhance the quality of life in the community and thereby promote and retain new and expanded business enterprises within the City of Seagoville; and

WHEREAS, the City Council finds that the expenditure of funds by SEDC in undertaking the Project is authorized by the Act and that the Project should be approved and authorized; and

WHEREAS, the City Council has conducted two (2) readings of this Resolution;

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

SECTION 1. The City Council hereby ratifies and approves the Seagoville Economic Development Corporation’s C.O. Bruce “Central” Park Project, including the SEDC’s expenditure in an amount not to exceed Ninety Thousand Dollars and No Cents (\$90,000.00), with thirty-six thousand, five hundred dollars and no cents (\$36,500.00) to Llano River Fence Company for the removal of the existing fencing and installation of new chain-link fencing around the courts, as set forth in Exhibit “A”, and to Pro Track and Tennis, Inc., in a base amount of fifty-three thousand dollars and no cents (\$53,000.00) for the resurfacing of the courts and striping for the two (2) full basketball courts, as set forth in Exhibit B; and

SECTION 2. 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 3. This resolution shall take effect immediately from and after its passage in accordance with State law and it is accordingly resolved.

DULY PASSED by the City Council of the City of Seagoville on the 7th day of August 2023.

APPROVED:

Lackey Stepper Sebastian
Mayor

ATTEST:

Melinda Welsh, TRMC
Interim City Secretary

APPROVED AS TO FORM:

Victoria Thomas
City Attorney
(8.2.2023:cdb)

EXHIBIT A



11418 Lake June Road
Balch Springs, Texas 75180

Phone # 972-286-4316

Customer
City of Seagoville
702 N Hwy 175
Seagoville, Texas 75159

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 7/10/2023 | 23-5419 |

Fax #

866-355-6979

The estimate is a best effort approximation of projected cost. Actual cost may change once all project elements are finalized. Prior to changes of cost, the client will be notified. This estimate is valid for 30 days.

P.O.
Bruce Central Park

| Description | Qty | Rate | Total |
|---|-----|-----------|-----------|
| **** Bruce Central Park-Tennis and Basketball Court **** 10' BLK Chainlink. Remove old fence and sleeve existing post for fence install. | 1 | 36,500.00 | 36,500.00 |

| | | | |
|-----------------|----------------------------|-------------------------|-------------|
| Signature _____ | Total | | \$36,500.00 |
| Date _____ | E-mail | Web Site | |
| | asmith@llanoriverfence.com | www.llanoriverfence.com | |

EXHIBIT B

4891-8811-0453, v. 1

7409 N. 160th Street
Bennington, NE 68007
PH 402.238.2900
PH 800.498.4395
FX 402.238.2987
www.protrackandtennis.com

PRO TRACK AND TENNIS, INC.

Tennis Court Proposal



We Proudly Present This Proposal To

Mr. Justin Wilkerson
Director of Parks

City of Seagoville-Bruce Central Park
1801 N. Hwy 175

Seagoville, TX 75159

Cell: 469-247-4249

jwilkerson@seagoville.us

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PROPOSED SYSTEM

RESURFACE CONCRETE BASED BASKETBALL COURTS

Pro Track and Tennis, Inc. proposes to install the following:

BASE BID: Install NOVA Sports Color Coating System to two (2) courts. All areas needed will be patched and cracks filled. Includes removal of coatings down to bare concrete.

The entire court surface will be power washed with 4000psi pressure and a special designed walk behind spinner head that deep cleans and scarifies the surface to give a 100% mechanical bond for the new coatings.



Professional Track and Tennis
A Division of Pro Track and Tennis, Inc. A NE Corporation
800.498.4395 - www.protrackandtennis.com

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ref.0055c

PART 1: GENERAL

1.01 RELATED DOCUMENTS:

- A. If Architectural or Engineering specifications and or drawings are involved those specifications will take precedence over the following where noted and determined suitable for the project.

1.02 SUMMARY:

- A. Pro Track and Tennis, Inc. shall furnish all materials, labor, tools, and equipment necessary for the installation of the NOVA Sports Color Coating system to the Basketball court(s).
- B. The court(s) will be laid out for game lines according to the NFHS.

1.03 GOVERNING BODIES:

- A. Codes and standards will follow the current guidelines set forth by the (NFHS) National Federation of High School and the (ASBA) American Sports Builders Association manual will be the reference source for all guidelines for construction.

1.04 SUBMITTALS:

- A. One copy of the color coating manufacturer's product specification sheet.
- B. One surface color sample. Brochure.
- C. One copy of the Material Safety Data Sheets (MSDS) for each product to be used.
- D. One copy of the certificate that Pro Track and Tennis, Inc. is a member of the American Sports Builders Association in good standing.



PART 2: OWNER'S PRECONSTRUCTION RESPONSIBILITIES

2.01 APPARATUS REMOVAL:

- A. All athletic equipment should be removed and or moved out of the way of the areas to be worked on. Items such as bleachers, nets, divider nets, benches, etc.
- B. Any other items that are sitting on the surface to be coated that are not permanent fixtures.

2.02 GROUNDSKEEPING:

- A. All edges of surface areas to be worked on should be treated as needed to kill all weeds. This should include weeds in cracks in the surface also. Applications should be repeated as needed to assure that the vegetation is killed off.
- B. Drainage issues should be addressed. If there are visible drainage problems where dirt and debris are deposited onto the court surface during a rain this should be addressed prior to the work starting.
- C. Severe leaching of weeds and sod/soil encroachment should be cut back and removed prior to Pro Track and Tennis beginning work. It sometimes takes days for the surface to dry out prior to being able to work on the surface.
- D. Any deposits of caked on dirt must be removed and cleaned. Built up dirt can trap moisture and may take days to completely dry out after cleaning and washing of the surface area.
- E. Sprinklers should be shut off four days prior to Pro Track and Tennis's arrival. The sprinklers can be run as long as the heads are adjusted not to spray water onto the court. Wind blowing water onto the court should be taken into consideration.
- F. We recommend that the area around the court be mowed prior to our arrival. This will keep grass from blowing onto the courts while the color coating is going down.
- G. Fertilizing turf adjacent to the court surface is strictly prohibited. Fertilizer will damage and discolor the court surface.



H. The owner must provide a water source within 100' of the work area.

2.03 SECURITY:

- A. We recommend that the staff at the owner's site be notified of the dates the court(s) will be closed. Especially gym classes, tennis lessons, practices, and tennis matches that may use the courts during the renovation period.
- B. The community should be notified, if feasible, to deter attempts to enter the work area during installation.
- C. The work area should be secured as best as possible by locking all gates that will not be used and placing signage warning of the court(s) being closed during renovation.
- D. It is the responsibility of the owner to secure the work area and to keep all unauthorized persons from entering the court area, Pro Track and Tennis is not responsible for damage caused by trespassers in an unsecured work area.

The successful and timely completion of your court renovation project relies on your cooperation. We thank you in advance for your commitment to the important items listed above.



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ref.0055c

PART 3: PRODUCTS

3.01 COLOR COATING APPLICATION:

- A. The acrylic color coating shall be a Nova Sports 100% acrylic color coating system specifically designed for installing on concrete and asphalt substrates.
- B. The color coating material will have silica sand added to it for the desired speed of play.
- C. Note: Unless otherwise specified, the speed of play will be medium. Fast and slow speeds can be installed at the owner's request.

3.02 SYSTEM COMPONENTS:

- A. VEGETATION STERILANT: (Roundup or equal) shall be used to control vegetation along edges and in cracks as needed.
- B. LATEX BASED CRACK SEALANT: Nova Sports 100% latex Crack Flex shall be used on the smaller surface cracks as determined by the lead technician.
- C. PATCHING MATERIAL: Nova 100% acrylic latex patch binder shall be used to fill bird baths and other imperfections. It will be used for irregularities that need to be filled or evened out and smoothed over. This product also will be used to fill very large thermo and structural cracks.
- D. Note: The above crack sealers will be used as determined by the lead technician. All or just one may be used per job surface conditions, weather and temperatures.
- E. LATEX PRIMER: Nova Sports concrete primer will be used to prime bare concrete both old and new prior to applying any color coating.
- F. NOVA SPORTS ACRYLIC FILL: The acrylic resurfacer is used to prime, level and create a uniform surface to apply the color coating to. It also will black out the courts to hide color bleed through if colors are going to be changed.
- G. NOVA SPORTS COLORING SYSTEM: Nova Sports color coating is a 100%



acrylic concentrate designed specifically for color coating sport courts both indoor and outdoor. The concentrate is diluted with potable water and sand is added for texture and the desired speed of play.

- H. NOVA SPORTS LINE SHARP: Line sharp is used to seal the tape down prior to applying line paint. The product is clear in color. This helps to prevent bleed through.
- I. NOVA SPORTS LINE PAINT: Line paint is 100% latex heavy-duty paint specifically designed for striping game lines on a colored surface.



PART 4: SYSTEM INSTALLATION PROCESS

4.01 QUALITY ASSURANCE:

- A. The owner should have one designated person who all communication will go through during the course of the project.
- B. Pre-construction meeting. A meeting will be held on the court prior to any work beginning. The lead technician will go over the scope of work with the owner and answer any questions. The owner will be required to sign off on a production sheet attesting to the fact that this meeting took place.
- C. The owner's representative will be contacted daily by the lead technician to give a progress report.
- D. Post-construction meeting. A meeting will be held after the surface has been installed. A production sign off sheet will be reviewed with the owner at which time the owner will approve the project by signing off on the production sheet and evaluating our performance.

4.02 VEGETATION:

- A. Vegetation will be trimmed if needed on all edges to receive the color coat surfacing.
- B. Please refer to PART 2 item 2.2.

4.02 CLEANING:

Note: The owner must provide clean portable water source within 100' of work area

- A. The entire surface area to be coated will be blown off using high-pressure wind machines.
- B. Any areas that need additional attention will be wire brushed as needed.



The entire court surface will be power washed with 4000psi pressure and a special designed walk behind spinner head that deep cleans and scarifies the surface to give a 100% mechanical bond for the new coatings.

4.04 CRACK SEALING:

- A. Cracks will be cleaned as needed using high-pressure air.
- B. Major cracks will be filled with a combination of products as determined by the field technician.
- C. Please see PART 3, 3.2, C and E for clarification of the different crack sealers.
- D. Note: Cracks are not guaranteed to not reappear and open back up. Cracks will open back up and can open slightly prior to leaving the job site. Only if you use the Armor System are cracks warranted. New cracks that may form are not covered by warranty.

4.05 REPAIR OF LOW SPOTS:

- A. An acrylic patch binder, "patching primer" will be used to prime low areas.
- B. All areas needing patched will have an acrylic patch binder mix applied.
- C. The patched areas will be sanded prior to color coating.
- D. Note: There is no guarantee that all low spots can be totally eliminated. However, Pro Track and Tennis, Inc. will do everything possible to attain a level court. Negative drainage will not be eliminated. No attempt will be made to correct planarity issues.

4.06 ACRYLIC RESURFACER:

- A. One (1) coat of NOVA Sports fortified, 100% acrylic fill will be applied over the entire surface. Two coats are needed to fill all patch work and surface roughness.
- B. Silica sand will be added to the coat at a 60-80 mesh.



4.07 COLOR COATING:

- A. Two (2) coats of NOVA Sports fortified, 100% acrylic color coating will be applied.
- B. The color coat will be applied perpendicular to the primer coat.
- C. A sample color sheet of choices is attached.
- D. A fortified mixture will be used for the common area to withstand the water vapor and high traffic wear.
- E. The product used by Pro Track and Tennis, Inc. contains no asphalt emulsions or asbestos.

4.08 LINE STRIPING:

- A. The courts will be laid out for striping according to the NFHS Basketball Guidelines.
- B. Textured white line paint will be used.

4.09 JOB SITE CLEAN-UP:

- A. The court area will be left “play” ready.
- B. All job related debris will be cleaned up and disposed of properly.
- C. All unused material will be removed from the job site and recycled.



PART 5: WARRANTY

Pro Track and Tennis, Inc. warrants its labor and materials for a period of three (3) years from the date of completion of work on any tennis court. There is a five (5) year warranty on the Armor Crack Repair System. If you recolor the courts with us within 5 years, we will extend your Armor warranty another 5 years. All work performed by Pro Track and Tennis, Inc. is warranted against peeling, chipping and flaking under normal use. Pro Track and Tennis, Inc. further warrants that any paint applied during the striping will not flake or peel for a period of two (2) years from the date application is completed.

Customer acknowledges that they are aware that Pro Track and Tennis, Inc. is not responsible for defects, cracks, patches or uneven surfaces in the substrate which is being resurfaced by Pro Track and Tennis, Inc. Pro Track and Tennis, Inc. does not warrant that existing cracks or patches in existing substrate surfaces will not open or continue to increase in size. Pro Track and Tennis, Inc. shall not warrant nor be in anyway be responsible for peeling of paint or damage to any surface caused by failure of customer to keep the surface free of debris, vegetation or dirt and shall further not be responsible for damage to painted surfaces or any other actions caused by the customer. Pro Track and Tennis, Inc. does not warrant separation of the coatings from the concrete base where the base lacks a vapor barrier. Lack of a vapor barrier can cause moisture to be retained under the coating, which will eventually result in lack of adhesion to the surface. Pro Track and Tennis, Inc. does not warrant separation of the coating or bubbling of the coating when moisture is present due to passing from below an asphalt or concrete base.

In the event of any claims arising under this Warranty, damages incurred by the customer shall be limited to such repairs to be performed by Pro Track and Tennis, Inc. as are necessary to remedy any defects. Pro Track and Tennis, Inc. hereby agrees to perform any such repairs (weather permitting) promptly, after written notification of such claim from customer. Pro Track and Tennis, Inc. shall not be liable for any breach of any express or implied warranty except where expressly prohibited by applicable law.



Professional Track and Tennis
A Division of Pro Track and Tennis, Inc. A NE Corporation
800.498.4395 - www.protrackandtennis.com

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ACCEPTANCE OF PROPOSAL

This proposal is valid for 60 days from August 3, 2023.

Pro Track and Tennis, Inc. proposes to furnish labor and material and equipment complete in accordance with the specifications in this proposal for the sum of:

Please initial the appropriate boxes below to designate acceptance of the following options.

| | | |
|--------------------------|--|--------------------|
| <input type="checkbox"/> | BASE BID: | |
| <input type="checkbox"/> | Color Coat Two (2) Courts/Removal | \$53,000.00 |
| | Fifty-three thousand dollars | |

BUYBOARD #: 641-21

Professional Track and Tennis, Inc

Due to current market conditions, all prices are subject to a surcharge before date of install.

Payment to be made as follows:

A 40% down payment is due upon acceptance of proposal. The remainder is due the day the job is complete and accepted by the owner. Any applicable taxes will be added to the total cost.

Acceptance

The above price, specifications and conditions found in this proposal are satisfactory and are hereby accepted. Pro Track and Tennis, Inc. is authorized to do the work as specified. Payment will be made as outlined.

| | |
|------------------------|----------------------------|
| _____ Signature | _____ Signature |
| _____ Print | _____ Print |
| _____ Date | _____ Date |
| City of Seagoville, TX | Pro Track and Tennis, Inc. |



Regular Session Agenda Item: 14

Meeting Date: August 07, 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 salutary 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 salutary 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: August 07, 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