



City of Seagoville Meeting Agenda City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, September 11, 2023

6:30 PM

Council Chambers

**LACKEY STEPPER SEBASTIAN
MAYOR**

**RICK HOWARD
PLACE 1**

**ALLEN GRIMES
PLACE 4**

**PATRICK STALLINGS
CITY MANAGER**

**JOSE HERNANDEZ
PLACE 2**

**JON EPPS
PLACE 5**

**HAROLD MAGILL
PLACE 3 - MAYOR PRO TEM**

Notice is hereby given that the City Council of the City of Seagoville, Texas will meet in a Regular Called Meeting at 6:30 p.m. for Work Session, and Regular Session will begin at 7:00 p.m., to be held at City Hall, 702 N. Hwy 175 Seagoville, Texas 75159.

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 reserves the right to reconvene, recess or realign the Work Session or called Executive Session or order of business at any time prior to adjournment. The purpose of the meeting is to consider the following items:

WORK SESSION – 6:30 PM

- 1. Call to Order**
- 2. Discuss Regular Session items.**
- 3. Receive a presentation of City of Seagoville’s 3rd Quarter Financial Report for Fiscal Year 2023.**
- 4. Receive a presentation regarding a prospective planned development concept and necessary zoning text amendment updates.**
- 5. Adjourn**

REGULAR SESSION – 7:00 PM

- 6. Call to Order**
- 7. Invocation**
- 8. Pledge of Allegiance**
- 9. Mayor’s Report**
- 10. Citizen’s Comments**

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

- 11. Consider approving the following City Council meeting minutes: August 21, 2023 and August 28, 2023.**
- 12. Consider approving a Resolution approving the terms and conditions of an Interlocal Agreement between the City of Seagoville and Dallas County on behalf of Dallas County Health and Human Services for Food Establishment Inspections and Environmental Health Services for Fiscal Year 2023-2024; and authorizing the Mayor to sign.**
- 13. Consider approving a Resolution approving the Household Hazardous Waste Interlocal Agreement Amendment between the City of Seagoville and Dallas County for Fiscal Year 2023-2024; and authorizing the Mayor to sign.**

Public Hearing

- 14. Conduct a public hearing to receive citizen input on the proposed tax rate of \$0.728004 per \$100 valuation, which is greater than the no new revenue tax rate calculated by the Dallas County Tax Assessor/Collector of \$0.668984 per 100 and not greater than the voter-approval tax rate of .728005 per \$100. This rate will raise more revenue from property taxes than last year's budget by an amount of \$1,006,159.**

Regular Agenda

- 15. Discuss and consider adoption of an Ordinance adopting and levying ad valorem taxes for the Fiscal Year 2023 - 2024 at a rate of \$0.728004 per one hundred dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of Seagoville as of January 1, 2023, to provide revenue for the payment of current expenses; providing for an interest and sinking fund for all outstanding debt; and authorizing the Mayor to sign.**
- 16. FIRST READING:**
Discuss and consider approval of a Resolution of the City Council of the City of Seagoville approving the Economic Development Project between the Seagoville Economic Development Corporation and P.T. ATLAS Manufacturing, L.L.C., a Texas Limited Liability Company, as reflected in the terms and conditions of an Economic Development Incentive Agreement, in the amount of three-hundred and seventy-five thousand dollars and zero cents (\$375,000.00); and providing for an effective date.
- 17. Discuss and consider a Resolution revising the signatory authority of American National Bank.**

- 18. Discuss and consider approval of a Resolution approving and ratifying the Seagoville Economic Development Corporation project for consulting services associated with the planning and design services for a restaurant and parking addition at 102 and 103 N. Kaufman Street with Studio HMA, LLC, for compensation in an amount not to exceed forty-seven thousand two hundred fifty-one dollars and zero cents (\$47,251.00); and authorizing the Mayor to sign.**
- 19. Discuss and consider approving a Resolution nominating a candidate to be a member of the Board of Directors of the Dallas Central Appraisal District; and authorize the Mayor to sign.**
- 20. SECOND READING:**
Discuss and consider approval of a Resolution of the City Council of the City of Seagoville approving the Economic Development Project between the Seagoville Economic Development Corporation and P.T. ATLAS Manufacturing, L.L.C., a Texas Limited Liability Company, as reflected in the terms and conditions of an Economic Development Incentive Agreement, which is attached hereto as Exhibit "A", in the amount of three-hundred and seventy-five thousand dollars and zero cents (\$375,000.00); and providing for an effective date.
- 21. Discuss and consider hours of operation for all non-essential personnel for the City of Seagoville.**
- 22. Items of community interest and councilmember reports.**
Pursuant to Section 551.0415 of the Texas Government Code, the City Council or City Administration may report information on the following items: 1) expression of thanks, congratulations or condolences, 2) information about holiday schedules, 3) recognition of individuals, 4) reminders about upcoming City events, 5) information about community events, and 6) announcements involving an imminent threat to public health and safety.
- 23. Discuss future agenda items.**
- 24. Adjourn**

CERTIFICATE

I certify that the above Notice of Meeting was posted on the bulletin board at the City Hall of the City of Seagoville, Texas on this 8th day of September 2023, by 5 pm.

Sara Egan, City Secretary

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)

UPCOMING DATES:

- Monday, September 11, 2023, Firefighter Holiday
- Monday, September 18, 2023, Regular City Council Meeting
- Monday, October 2, 2023, Regular City Council Meeting

Work Session Agenda Item: 3

Meeting Date: September 11, 2023

ITEM DESCRIPTION:

Receive a presentation of City of Seagoville's 3rd Quarter Financial Report for Fiscal Year 2023.

BACKGROUND OF ISSUE:

Gail French, Director of Finance presents the City's 3rd quarter financial report for FY 2023.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

None

EXHIBITS:

FY 2023 3rd Quarter Financial Reports



Memo

Date: September 7, 2023
To: Pat Stallings, City Manager
From: Gail French, Director of Finance
Subject: Aug 2023 Financial Reports

This memo accompanies the August 2023 Revenue and Expense Reports for the City of Seagoville, and highlights selected financial activities for eleven months of FY 2023. This represents 91.66% of the total fiscal year, and this memo provides an explanation of variances from that standard.

General Fund

Revenues: General fund total revenue for the first 11 months of the fiscal year is above budget expectations (actual 113.8% vs. expected 91.66%). The current year fiscal **Property tax** revenue collections are in line with last year's collection rate (104.2% vs. 106.3%). **Sales Tax** revenue collections are above budget expectations (113.6% vs. 91.66%). Sales tax revenues continued to hold strong as the city brings on more businesses. In **Franchise Fee** revenue, the comparative collection trend for FY 2023 vs. FY 2022 appears below:

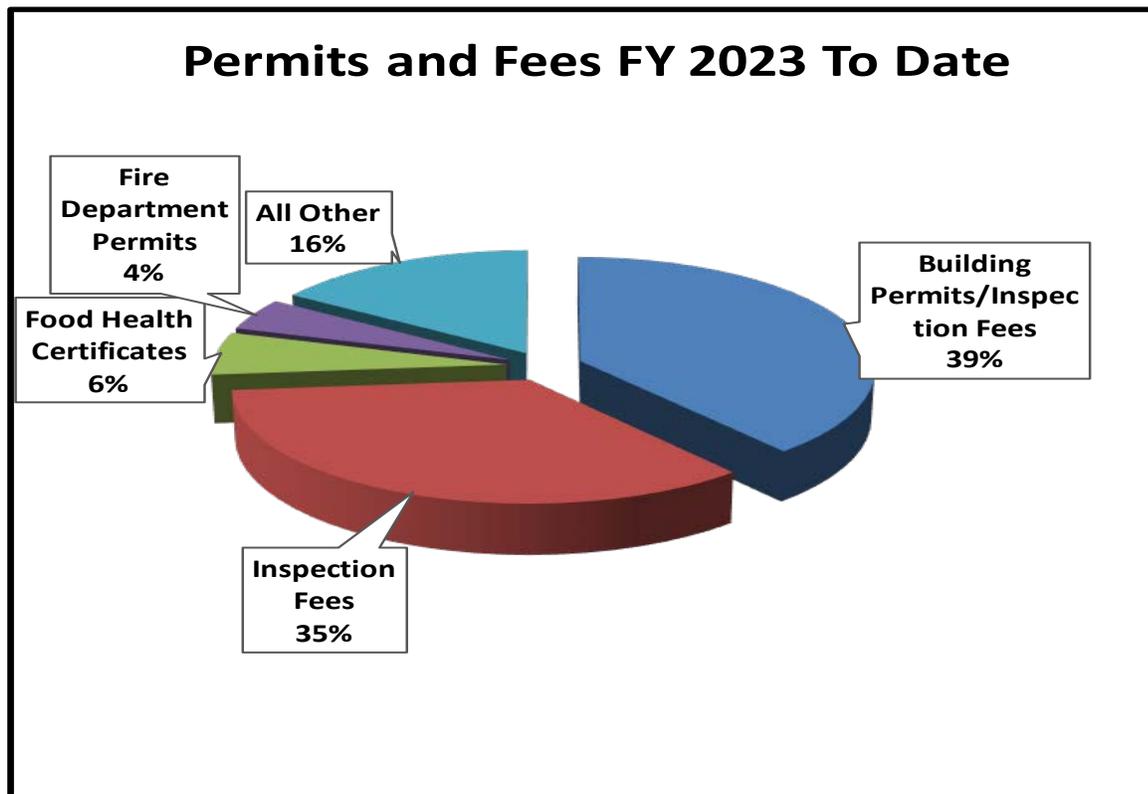
Description	FY 2023 Amount	FY 2022 Amount	Increase (Decrease)
Electricity	\$ 382,637	\$ 353,414	\$ 29,222
Gas	118,191	92,146	26,045
Cable	19,398	23,967	(4,568)
Telephone	17,820	18,480	(660)
Sanitation Services	76,522	69,626	6,896

Telephone Franchise Fees are down compared to this time last year due to state legislation reducing the amount of revenue available for cities to collect. **Franchise Fee** receipts in total are higher than budget expectations. **(97.8% vs. 91.66%)**

Permits & Fees There were approximately 405 permits issued for the current fiscal year. Three hundred and seventy-one were for Residential permits issued for a total of \$248,017.50. Seventy-six of those were for new construction. There were 34 Commercial permits issued for a total of \$117,955.57.

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

Description	FY 2023 Amount	FY 2022 Amount	Increase (Decrease)
Building Permits/Inspection Fees	\$ 442,474	\$ 461,225	\$ (18,750)
Inspection Fees	\$ 396,751	\$ 252,982	\$ 143,768
Food Health Certificates	\$ 69,480	\$ 65,403	\$ 4,077
Fire Department Permits	\$ 52,035	\$ 52,075	\$ (40)
All Other	\$ 179,895	\$ 75,903	\$ 103,993



Sanitation revenue is above budget expectations (94.7% actual vs. 91.66% expected). The FY 2023 YTD revenue amount is slightly lower than the FY 2022 YTD revenue amount (\$1,045,648 vs. \$1,119,957).

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

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

Total revenues for the fiscal year are \$15,122,151 or 113.8% of budget. This is \$1,878,052 higher than the total General Fund revenues for the previous fiscal year (\$13,244,099). This is mainly due to the Property Taxes, Sales Taxes and Permit Fees received compared to last year.

Expenditures: Total General Fund expenditures are within budget expectations (84.5% actual vs. 91.66% expected).

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

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

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

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

Use of Fund Balance Projects includes **Fire Vehicle Purchase \$110,000** (93,000 from General Fund and \$17,000 from the Vehicle Replacement fund), **Firefighting equipment (\$78,715)** which includes the acquisition of SCBA Air Packs & Bottles; TEGGEN51 Level 3 Coats 24, Pants, and Gear; and a Standpipe Bag Kit. **Police Equipment (\$105,221)** which includes Watchguard Video Body Cameras (will be reimbursed 75% with grant funds) and three Drones.

Transfers include \$826,192 to the Street Maintenance Fund and \$42,000 to the Vehicle Replacement Fund and \$625,000 to the Capital Projects Fund.

Water and Sewer Fund (Fund 20)

Revenues: Total Water and Sewer Fund revenues are above budget expectations 98.2% vs. 91.66%). **Water** sales usually accelerate during the summer depending upon the weather conditions. **Penalties and Interest** generated from late customer payment. **Pretreatment Sewer Revenue** charges to a few of our industrial customers to cover the cost of wastewater pretreatment required by the state to ensure the prevention of harmful materials entering the water system. **Penalty Fees** are higher than anticipated due to a renewed commitment to enforcement activities against delinquent customers.

Expenditures: The year-to-date expenditure trend is within expectations (84% actual vs. 91.66% expected).

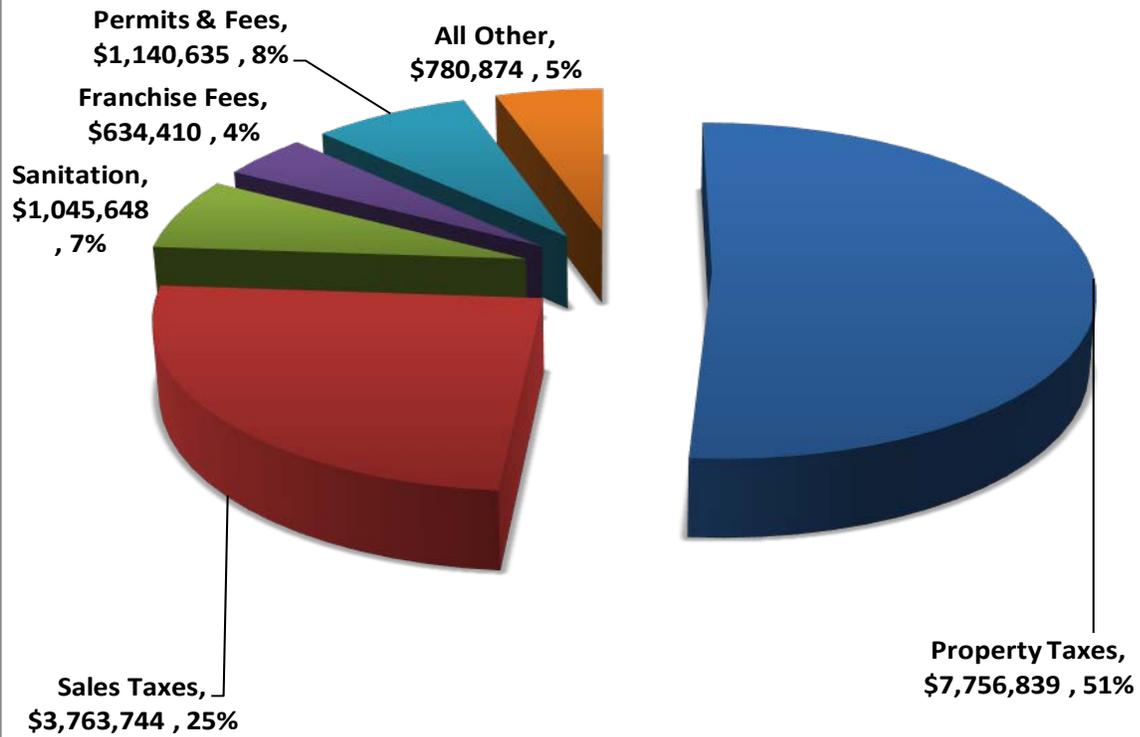
**GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES
AS OF 08/31/23
92% OF BUDGET YEAR**

	Adopted Budget	Year to Date	% tage of Budget
REVENUES:			
Property Taxes	\$7,441,091	\$7,756,839	104.2%
Sales Taxes	3,312,861	3,763,744	113.6%
Franchise Fees	648,567	634,410	97.8%
Sanitation	1,104,000	1,045,648	94.7%
All Other	<u>783,155</u>	<u>1,921,509</u>	245.4%
TOTAL REVENUES	\$13,289,674	\$15,122,151	113.8%
Transfers In:	393,136	362,675	92.3%
EXPENDITURES:			
Public Safety	\$7,283,476	\$5,936,233	81.5%
Community Development	1,850,114	1,537,122	83.1%
Community Services	1,606,508	1,414,239	88.0%
General Government	1,292,490	1,143,797	88.5%
Non departmental	<u>476,250</u>	<u>541,301</u>	113.7%
TOTAL EXPENDITURES	\$12,508,838	\$10,572,692	84.5%
One Time Use of Fund Balance	1,975,573	1,798,780	91.1%

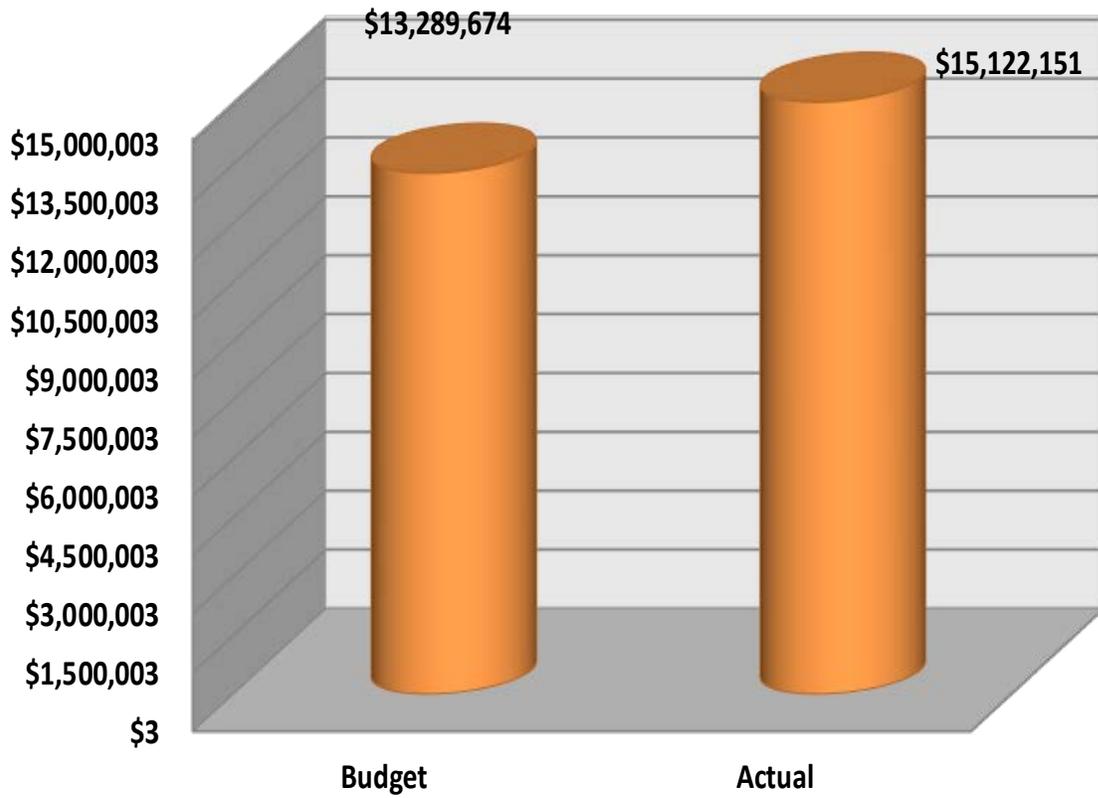
**GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2022-23
AS OF 08/31/23
91.66 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
Revenues:						
Property Taxes	\$6,119,484	\$6,505,028	106.3%	\$7,441,091	\$7,756,839	104.2%
Sales Taxes	\$3,125,108	\$3,578,493	114.5%	\$3,312,861	\$3,763,744	113.6%
Franchise Fees	\$619,150	\$568,293	91.8%	\$648,567	\$634,410	97.8%
Permits & Fees	\$436,655	\$907,588	207.9%	\$402,655	\$1,140,635	283.3%
Sanitation	\$1,104,000	\$1,119,957	101.4%	1,104,000	\$1,045,648	94.7%
Senior Activities	\$44,000	\$62,103	141.1%	50,000	\$76,945	153.9%
Fines	\$290,000	\$362,644	125.0%	\$287,500	\$479,847	166.9%
Interest	\$10,000	\$11,489	114.9%	6,000	\$90,603	1510.1%
Other Grants	\$145,749	\$64,308	44.1%		\$20,807	0.0%
SG&A Recovery SEDC	\$100,000	\$24,750	24.8%	\$27,000	\$24,750	91.7%
Miscellaneous	\$30,000	\$39,447	131.5%	\$10,000	\$87,921	879.2%
2021 Cov Fiscal Rcvy Grant						
Total Revenues	\$12,024,146	\$13,244,099	110.1%	\$13,289,674	\$15,122,151	113.8%
Transfers In:	\$379,904	\$350,545	92.3%	\$393,136	\$362,675	92.3%

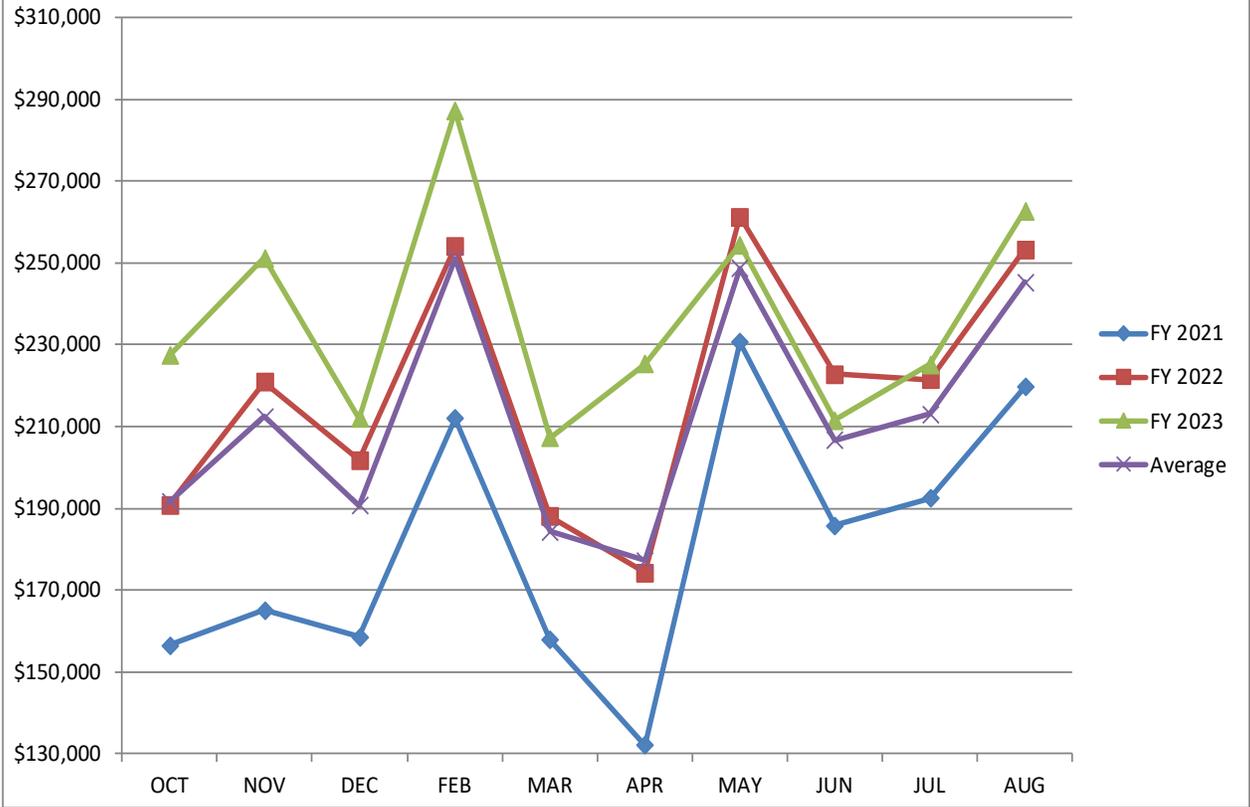
**General Fund Revenues
3rd Quarter, FY 2023
Total \$15,122,151**



Year to Date Revenue Comparison General Fund

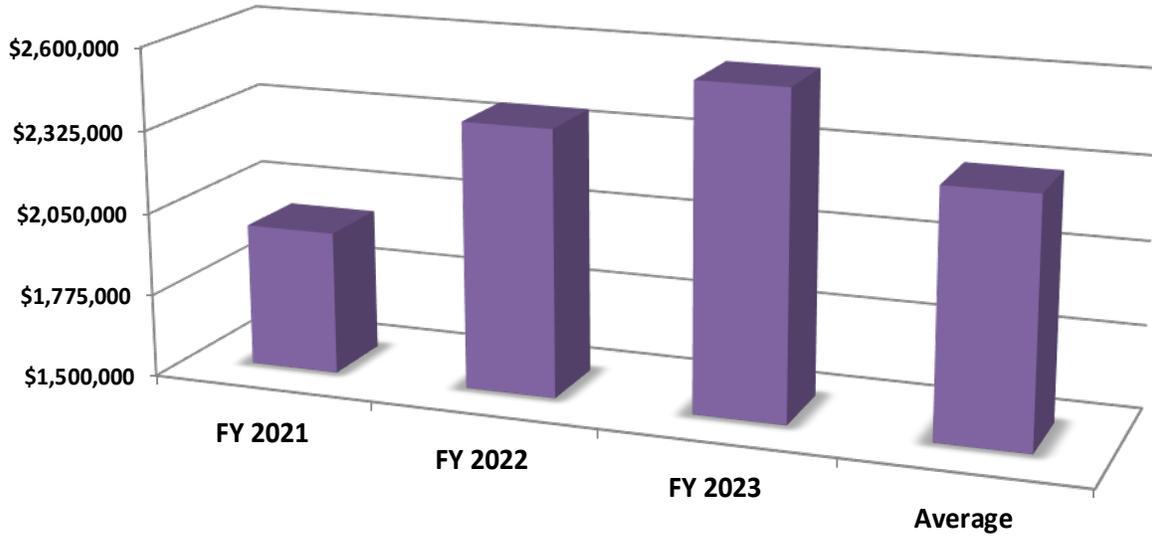


General Fund Sales Tax Comparison



	FY 2021	FY 2022	FY 2023	Three Year Average
OCT	156,466.05	190,825.92	227,390.01	191,560.66
NOV	165,176.32	220,810.91	251,254.88	212,414.04
DEC	158,595.92	201,749.86	211,940.69	190,762.15
JAN	163,822.10	196,537.55	211,131.80	190,497.15
FEB	212,017.52	254,002.15	287,175.08	251,064.91
MAR	157,843.43	188,038.12	207,298.31	184,393.28
APR	132,102.35	174,238.14	225,273.15	177,204.55
MAY	230,658.28	261,175.63	254,401.34	248,745.08
JUNE	185,749.46	222,722.87	211,540.73	206,671.02
JULY	192,486.72	221,516.96	225,195.39	213,066.36
AUG	219,679.89	253,274.98	262,715.45	245,223.44

Fiscal Year to Date Comparison - Sales Tax



	FY 2021	FY 2022	FY 2023	Three Year Average
Fiscal Year				
To Date	1,974,598.01	2,384,893.08	2,575,316.81	2,311,602.63



Sales & Use Tax Monthly Summary General Fund

August, 2023

History by Month					
Month	FY 20-21	FY 21-22	FY 22-23	Inc/(Dec) From Last Year	Percent +/-
October	\$ 156,466.05	\$ 190,825.92	\$ 227,390.01	\$ 36,564.09	19.2%
November	\$ 165,176.32	\$ 220,810.91	\$ 251,254.88	\$ 30,443.97	13.8%
December	\$ 158,595.92	\$ 201,749.86	\$ 211,940.69	\$ 10,190.83	5.1%
January	\$ 163,822.10	\$ 196,537.55	\$ 211,131.80	\$ 14,594.25	7.4%
February	\$ 212,017.52	\$ 254,002.15	\$ 287,175.08	\$ 33,172.93	13.1%
March	\$ 157,843.43	\$ 188,038.12	\$ 207,298.31	\$ 19,260.19	10.2%
April	\$ 132,102.35	\$ 174,238.14	\$ 225,273.15	\$ 51,035.01	29.3%
May	\$ 230,658.28	\$ 261,175.63	\$ 254,401.34	\$ (6,774.29)	-2.6%
June	\$ 185,749.46	\$ 222,722.87	\$ 211,540.73	\$ (11,182.14)	-5.0%
July	\$ 192,486.72	\$ 221,516.96	\$ 225,195.39	\$ 3,678.44	1.7%
August	\$ 219,679.89	\$ 253,274.98	\$ 262,715.45	\$ 9,440.47	3.7%
September	\$ 175,919.10	\$ 247,555.63	\$ -		0.0%
Total General Fund	\$ 2,150,517.11	\$ 2,632,448.70	\$ 2,575,316.81	\$ 190,423.73	8.0%

Actual to Budget					
GF Budget FY 2023				\$ 2,241,141	
	<u>PERCENT YTD</u>	<u>AMOUNT YTD</u>			
Target to Budget	91.67%	\$ 2,054,379.25			
Actual to Budget	114.91%	\$ 2,575,316.81			
Amount Over/(Under)		\$ 520,937.56			
Percent +/-		23.24%		<u>OVER/(UNDER)</u>	<u>% +/-</u>
September 30 Forecast			\$ 2,842,639	\$ 601,498	26.8%

Actual to Actual					
Year to Date	FY 20-21	FY 21-22	FY 22-23	Inc/(Dec) From Last Year	Percent +/-
Year to Date	\$ 1,974,598.01	\$ 2,384,893.08	\$ 2,575,316.81	\$ 190,423.73	8.0%

Total Sales Tax & Distribution				
	General Fund	PTR	4B	Total
This Month	\$ 262,715.42	\$ 131,357.74	\$ 131,357.74	\$ 525,430.90
Year to Date	\$ 2,575,316.81	\$ 1,287,658.40	\$ 1,287,658.40	\$ 5,150,633.61

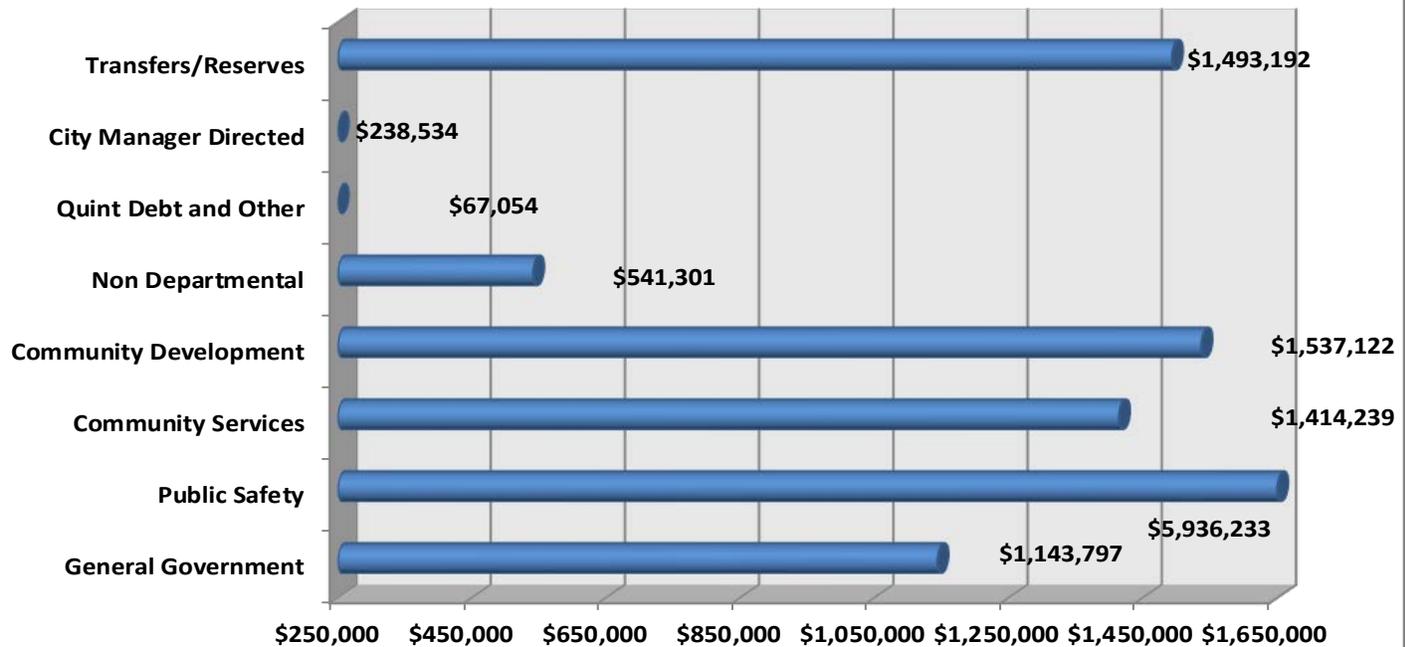
NOTE: SALES TAX IS RECEIVED FROM THE STATE TWO MONTHS AFTER THE ACTUAL SALE DATE.

**GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2022-23
AS OF 08/31/23
91.66 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
Expenditures:						
City Council	9,650	548	5.7%	9,650	1,384	14.3%
City Manager	268,913	231,820	86.2%	277,637	236,448	85.2%
City Secretary	149,173	131,895	88.4%	172,119	134,208	78.0%
Finance	388,341	340,134	87.6%	476,843	402,498	84.4%
Animal Services	181,507	150,110	82.7%	184,385	153,532	83.3%
Code Enforcement	207,761	141,519	68.1%	226,661	192,878	85.1%
Bldg Inspection/Services	472,169	471,861	99.9%	485,650	383,365	78.9%
Health Inspection	121,546	104,240	85.8%	121,653	106,478	87.5%
Police	2,973,531	2,447,975	82.3%	3,126,120	2,581,037	82.6%
Planning	122,965	44,840	36.5%	135,806	111,727	82.3%
Fire	2,643,920	2,290,057	86.6%	2,862,154	2,489,454	87.0%
Municipal Court	177,872	163,627	92.0%	197,828	177,359	89.7%
Library	237,960	199,423	83.8%	205,107	177,547	86.6%
Senior Center	210,708	169,963	80.7%	200,671	181,488	90.4%
Streets	464,405	385,000	82.9%	478,912	451,672	94.3%
Sanitation	955,927	853,552	89.3%	1,002,902	877,845	87.5%
Support Services	921,331	541,877	58.8%	936,694	556,376	59.4%
Parks	411,536	272,340	66.2%	401,432	291,002	72.5%
Emergency Medical Service	174,123	189,839	109.0%	174,123	155,833	89.5%
Information Technology	171,965	168,620	98.1%	178,500	220,223	123.4%
Human Resources	171,434	144,599	84.3%	177,741	149,036	83.9%
Non Departmental	450,913	454,229	100.7%	476,250	541,301	113.7%
Total Expenditures	11,887,650	9,898,066	83.3%	12,508,838	10,572,692	84.5%
Debt Payment (Quint)	67,500	67,054	99.3%	67,500	67,054	99.3%
PEG Reserves	6,700	-		6,700	-	0.0%
Transfers and Reserves	911,733	911,733	100.0%	1,493,192	1,493,192	100.0%
Use of Fund Balance Projects	1,047,476	635,383	60.7%	408,181	238,534	58.4%

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**General Fund Expenditures, Transfers and One Time
Fund Balance Outlays
3rd Quarter FY 2023
Total \$12,371,472**



General Government

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

Community Development

Building Services, Code Enforcement, Streets, Parks, Planning

Community Services

Municipal Court, Library, Senior Center, Sanitation

Public Safety

Police, Fire, Ambulance, Support Services, Animal Services

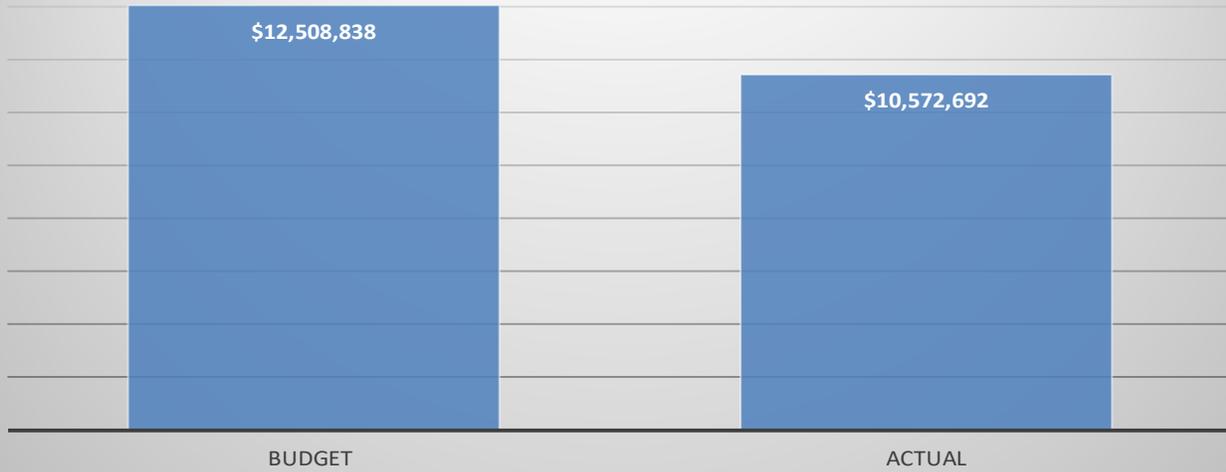
Transfers/Reserves

Transfers for Street Maintenance and Vehicle Replacement

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

	<u>Budget</u>	<u>Actual</u>
Police Equipment	53,063	53,451
Firefighting Equipment	92,810	78,715
Streets Dept Utility Trailer	8,060	6,860
Tuition Reimbursement	5,000	1,000
Animal Services Outdoor Kennel	35,000	-
Building Improvement-City Hall Doors	13,469	
Building Improvement-Senior Center Window	16,200	
Emergency Siren Replacement	25,000	5,508
Fire Vehicle Purchase	123,329	93,000
Support Electronic warrants	11,250	
Update to the City zoning map	25,000	
Total	<u>408,181</u>	<u>238,534</u>

Year to Date Expenditure Comparison General Fund



Budget	Actual
\$12,508,838	\$10,572,692

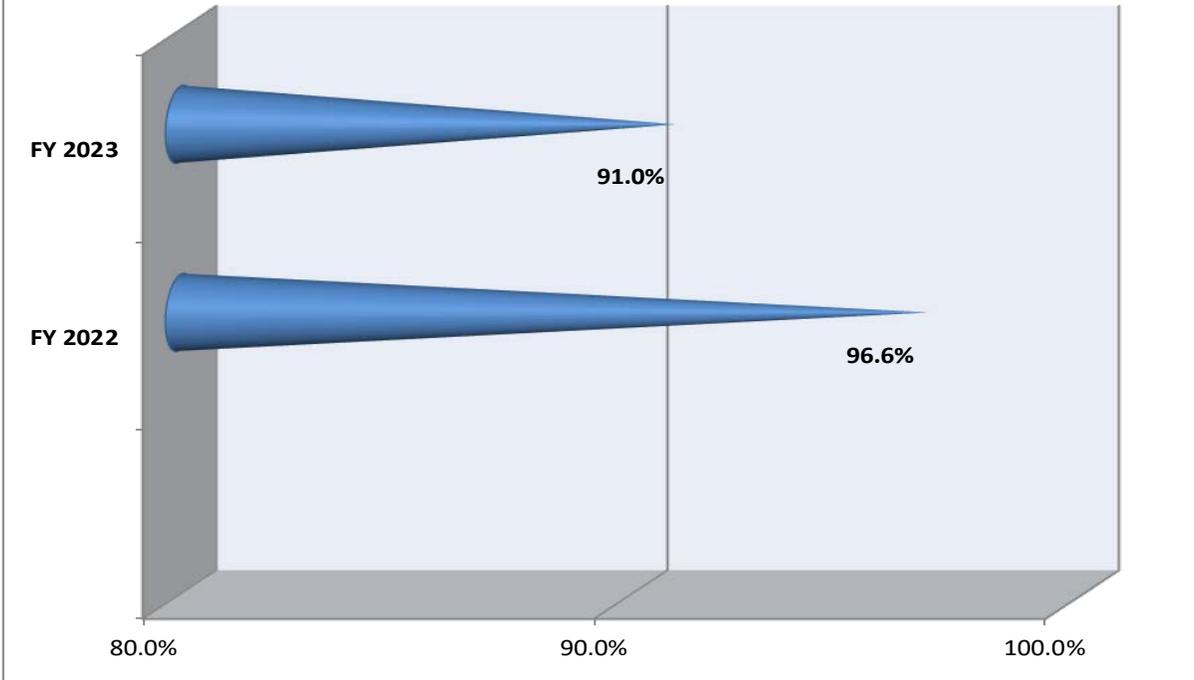
**WATER AND SEWER FUND
SUMMARY OF REVENUES AND EXPENDITURES
AS OF 08/31/23
92% OF BUDGET YEAR**

	Budget	Year to Date	% tage of Budget
REVENUES:			
Water Sales	\$3,999,381	\$3,638,790	91.0%
Sewer Sales	3,729,362	3,647,353	97.8%
All Other	<u>294,438</u>	<u>591,799</u>	201.0%
TOTAL REVENUES	\$8,023,181	\$7,877,942	98.2%
EXPENDITURES:			
Water Services	\$2,743,069	\$2,000,501	72.9%
Sewer Services	2,943,741	2,700,374	91.7%
Debt Service Transfer	1,131,077	1,036,821	91.7%
Non Departmental	184,019	122,139	66.4%
All Other	<u>576,047</u>	<u>505,491</u>	87.8%
TOTAL EXPENDITURES	\$7,577,953	\$6,365,326	84.0%
Use of Reserve	1,477,830	308,096	20.8%
Transfers Out	365,536	335,075	91.7%

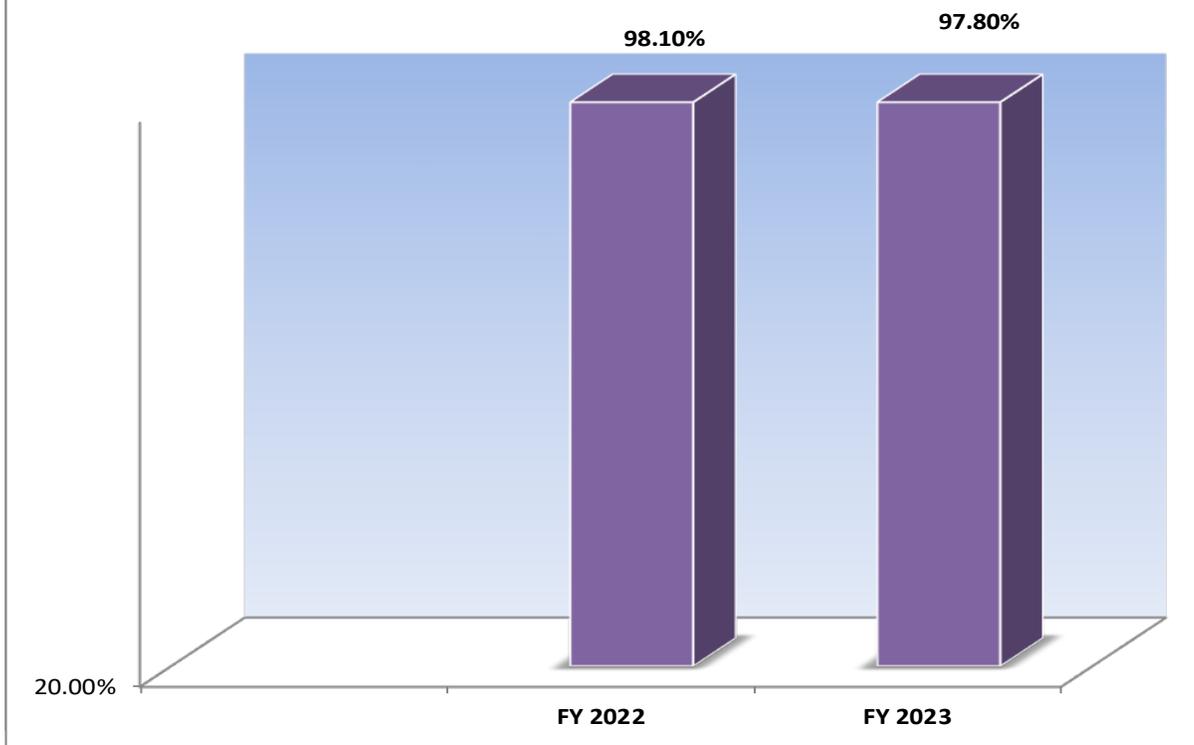
**WATER AND SEWER FUND
SUMMARY OF REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2022-23
AS OF 08/31/23
91.66 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
Revenues:						
Water Sales	\$3,794,159	\$3,663,972	96.6%	\$3,999,381	\$3,638,790	91.0%
Sewer Service	\$3,276,490	\$3,213,417	98.1%	\$3,729,362	\$3,647,353	97.8%
Outside Contractor Tap Fees	\$0	\$29,450	0.0%	\$0	\$47,250	0.0%
Penalties and Interest	\$160,000	\$242,579	151.6%	\$160,000	\$276,043	172.5%
Pretreatment Sewer Revenue	\$60,938	\$52,655	86.4%	\$60,938	\$52,655	86.4%
Reconnection Fees	\$50,000	\$52,150	104.3%	\$50,000	\$54,625	109.3%
Meter Installation	\$5,000	\$21,185	423.7%	\$5,000	\$17,400	348.0%
Online Payment Fee	\$7,500	(\$485)	-6.5%	\$7,500	\$0	0.0%
Interest Earnings	\$10,000	\$11,825	118.2%	\$10,000	\$102,945	1029.5%
Miscellaneous	\$1,000	\$6,042	604.2%	\$1,000	\$1,114	111.4%
Bank and NSF Fees	\$0	\$930	0.0%	\$0	\$773	0.0%
Water Tap Fees	\$0	\$15,660	0.0%	\$0	\$20,300	0.0%
Sewer Tap Fees	\$0	\$8,500	0.0%	\$0	\$12,750	0.0%
Care-Flite Fees	\$0	\$14,096	0.0%	\$0	\$5,943	0.0%
Total Revenues	\$7,365,087	\$7,331,977	99.6%	\$8,023,181	\$7,877,942	98.2%
Transfers In:						
Expenditures:						
Utility Administration	\$228,306	\$214,297	93.9%	\$249,827	\$221,320	88.6%
Water Services	\$2,557,846	\$2,153,612	84.2%	\$2,743,069	\$2,000,501	72.9%
Sewer Services	\$2,765,961	\$2,582,189	93.4%	\$2,943,741	\$2,700,374	91.7%
Customer Services	\$301,313	\$301,588	100.1%	\$326,220	\$284,171	87.1%
Non Departmental	\$162,191	\$240,044	148.0%	\$184,019	\$122,139	66.4%
Debt Service Transfer	\$1,131,077	\$1,036,821	91.7%	\$1,131,077	\$1,036,821	91.7%
Total Expenditures	\$7,146,694	\$6,528,550	91.4%	\$7,577,953	\$6,365,326	84.0%
Transfers Out	\$352,304	\$322,945	91.7%	\$365,536	\$335,075	91.7%
Capital Outlay - Other Equip						
2 Kubota 60" zero turn mowers	21,450	-	0.0%			0.0%
3 Vehicles W&S-Constr Inspect	85,000	-	0.0%			0.0%
Aqua Metrics	-	44,598	0.0%			
Cityworks System	18,925		0.0%	\$18,925		0.0%
Open Gov Software Support	30,833	\$30,855	100.1%	\$30,833	\$6,857	22.2%
Water Rate Study	32,500	\$20,341	62.6%			
Scada System	96,940	\$96,940	100.0%			
EPA Mandates	20,200	\$32,167	159.2%	\$20,200		0.0%
Vehicles	68,000		0.0%	\$68,000	63,854	93.9%
Northern Basin Interceptor Eng	169,000	\$118,701	70.2%	\$100,000	\$46,851	46.9%
Capital Projects	400,000	\$5,280	1.3%	\$1,000,000	62,494	6.2%
Lift Station Condition Assessment	110,000	\$117,834	107.1%	\$110,000	\$6,143	5.6%
Jetter Trailer				\$82,526	\$85,385	103.5%
Dump Trailer				\$17,560	\$10,560	60.1%
Blue Diamond boom mower w/82" grapple attachment				\$29,786	\$25,951	87.1%

Water Revenue as a % of Budget 91.66% of the Fiscal Year



Sewer Revenue as a % of Budget 91.66% of the Fiscal Year



OTHER FUNDS: FINANCIAL SUMMARY

FOR FISCAL YEAR 2022-23

AS OF 08/31/23

91.66% of Budget Year

FUND #	FUND NAME	FY 2022 ACTUAL YTD REVENUES	FY 2023 ANNUAL REVENUE BUDGET	FY 2023 ACTUAL YTD REVENUES
ENTERPRISE FUNDS				
21	W&S Debt Service	\$1,037,092	\$1,131,427	\$1,039,085
22	W&S Improvements	\$5,280	\$1,000,000	\$62,494
61	Storm Water	\$223,268	\$238,665	\$253,090
81	Group Insurance	\$996,686		\$1,190,747
SPECIAL REVENUE FUNDS				
25	Opiod Abatement Sttlmnt	-	-	5,369.93
29	Police Seizure State	-		7,315.09
30	Police Seizure Federal			
32	Miscellaneous Grants	\$1,267	\$1,500	\$687
35	Recycle Revenue Fund	825	\$500	
36	Municipal Court	\$18,920	\$15,650	\$26,008
38	Park Development	-		
39	Hotel Motel Fund	\$54,081	\$40,000	\$38,908
42	Park Maintenance	2,740	\$2,000	\$2,640
45	Animal Shelter	\$3,262	\$3,000	\$0
46	Animal Shelter Building	\$17	\$0	\$2,747
47	Vehicle Replacement Fund	\$42,000	\$44,500	\$42,000
48	Technology Replacement	\$17,500	\$17,500	\$17,500
50	TLEOSE	\$1,625	\$2,000	\$1,704
56	Toy Drive Donations	\$1,155	\$0	\$545
58	Park Development Fund	\$46,000		\$36,500
59	Developer Review Fund	\$0	\$0	\$0
72-79	Developers	\$105,000	-	\$59,071
DEBT SERVICE FUND				
2	General Debt Service	\$823,107	\$817,532	\$850,995
CAPITAL PROJECTS				
43	Street Maintenance	\$934,958	\$826,192	\$832,418
44	2019 Street Projects	\$551	\$0	\$618
55	Covid Loc Fisc Rcv Funds	189,523	-	\$167,727
57	Capital Projects Fund			\$328,000
60	Simonds Rd Project			\$3,145,529
62	Central Fire Station			\$297,000
63	Animal Shelter CIP			\$2,097,020
64	Police Station CIP	23,216	\$350	\$199,157

FY 2022 ACTUAL YTD EXPENDITURES	FY 2023 ANNUAL EXPENDITURE BUDGET	FY 2023 ACTUAL YTD EXPENDITURES
ENTERPRISE FUNDS		
\$1,131,252	\$1,131,077	\$1,129,529
\$136,036	\$1,000,000	\$13,410
\$120,908	\$65,260	\$214,289
\$996,719	\$0	\$1,190,747
SPECIAL REVENUE FUNDS		
-	-	1,707.00
-		
\$639	\$1,500	\$626
388	\$500	\$212
\$7,775	\$10,997	\$18,761
55,193		\$49,500
27,000.00	\$31,000	31,075
17,504	-	\$0
-	\$3,000	-
-	-	-
84,671	\$55,813	\$55,813
\$7,352	\$17,500	\$15,463
\$975	\$1,000	\$2,179
\$0	\$0	\$0
\$12,338	\$0	\$0
\$0	\$0	\$18,212
24,037	-	\$69,018
DEBT SERVICE FUND		
\$858,184	\$874,912	\$875,911
CAPITAL PROJECTS		
\$715,966	\$825,459	\$548,853
\$857,272	-	\$24,114
175,773.00	-	-
		99,579.04
		160,581.16
		60,183.80
\$32,840	\$5,447,682	\$153,076

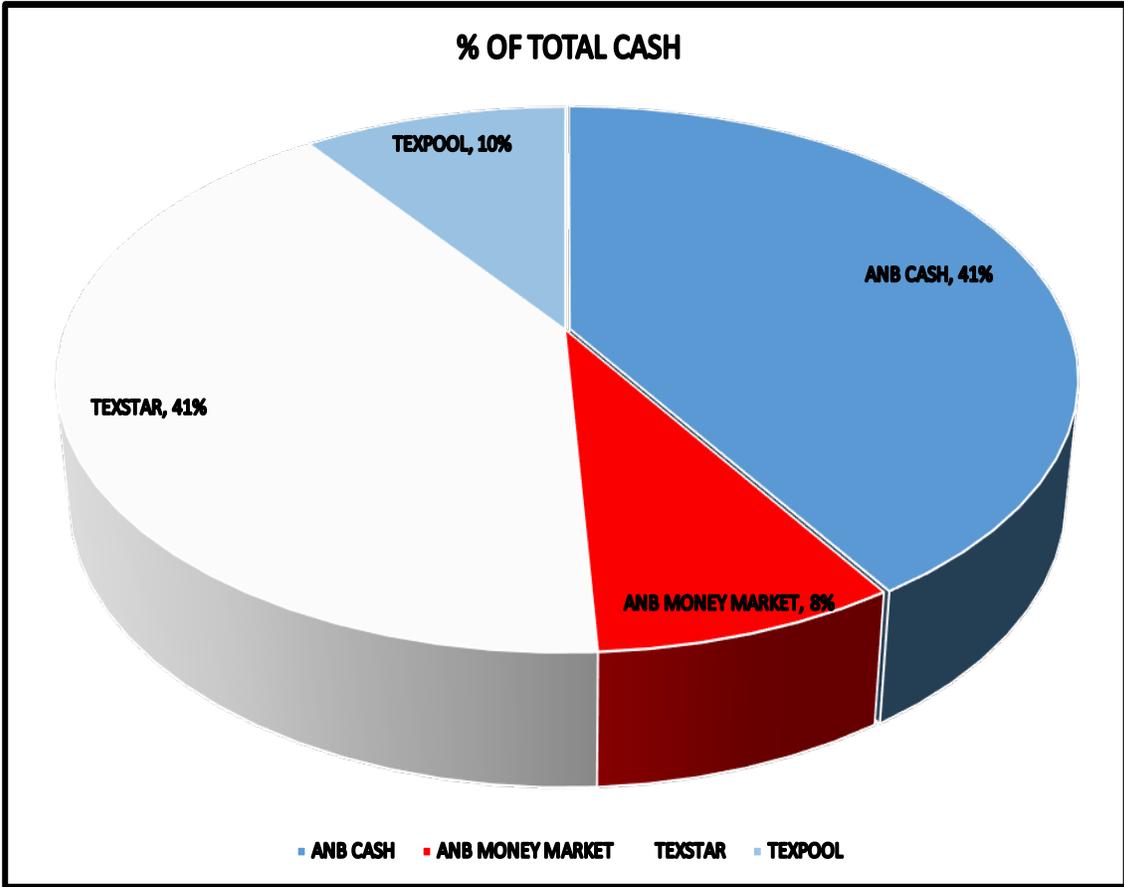
CITY OF SEAGOVILLE

CASH REPORT

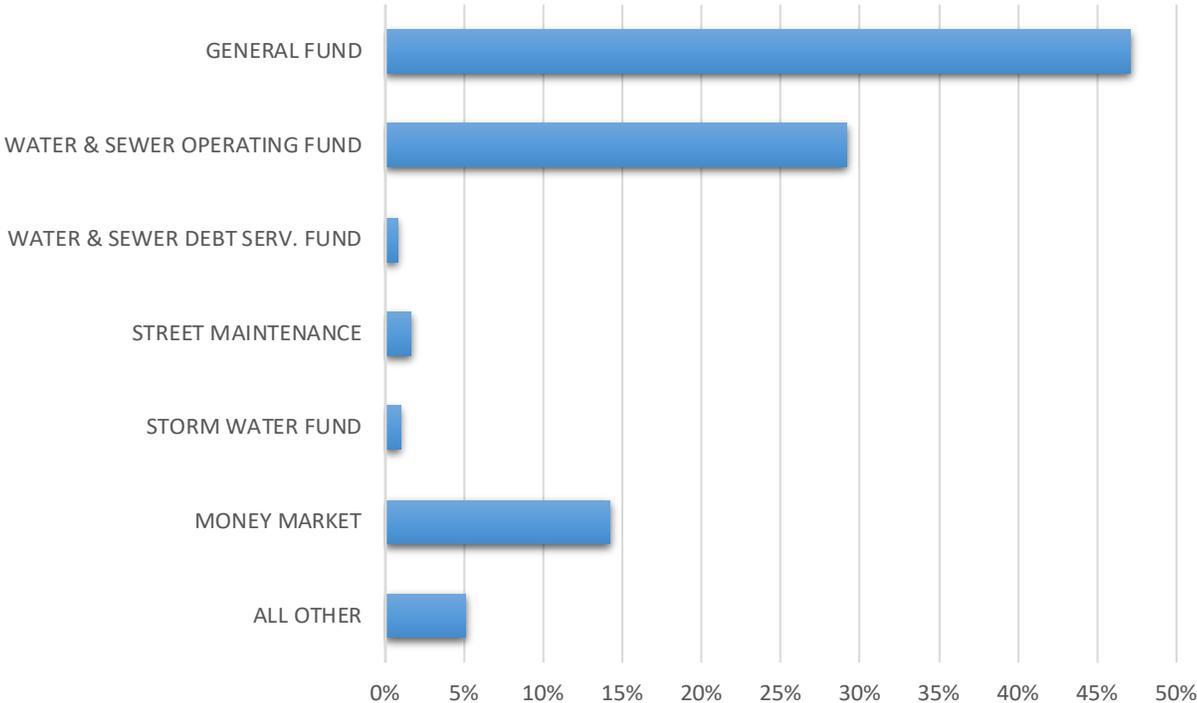
3rd QUARTER FY 2023

Bank Acct#	Bank Account Name	ACCT BALANCE AS OF MAR 31, 2023	CHANGES	ACCT BALANCE AS OF Aug 31, 2023
4600543237	SMART METER ACCOUNT MONEY MKT	-	-	-
*5157	GENERAL FUND MONEY MARKET ACCT	1,019,289.31	161,884.54	1,181,173.85
*5181	W&S MONEY MARKET ACCT	1,527,722.77	167,101.15	1,694,823.92
800008997	ANB Group Insurance Trust Bank	25.36	0.25	25.61
800000838	ANB PAYROLL FUND	11,623.32	209,609.50	221,232.82
4600130068	ANB ROOF	32,720.60	1.35	32,721.95
4600016705	ANB PEG	117,469.88	6,584.80	124,054.68
800007205	ANB PRIMARY	16,531,143.11	(2,556,393.27)	13,974,749.84
800013104	ANB ANIMAL SHELTER OPERATIONS	6,166.73	1,375.75	7,542.48
TOTALS	CASH ACCOUNTS	19,246,161.08	(2,009,835.93)	17,236,325.15
572915620	TEXSTAR- FY 2015 BONDS	152,177.98	3,264.37	155,442.35
572920190	TEXSTAR- 2019 BONDS	24,260.99	(24,158.30)	102.69
572920210	TEXSTAR- 2021 NEW POLICE STATION	4,867,863.47	104,419.82	4,972,283.29
572920211	TEXSTAR- 2021 CLFRF	4,099,632.88	87,940.55	4,187,573.43
572920230	TEXSTAR- 2023 BONDS	-	5,015,194.67	5,015,194.67
449/1291300001	TEXPOOL-GENERAL FUND	1,641,334.71	35,100.43	1,676,435.14
449/1291300003	TEXPOOL-WATER AND SEWER	1,389,351.37	29,711.64	1,419,063.01
449/1291300004	TEXPOOL-WATER DEPOSIT FUND	334,215.14	7,147.30	341,362.44
449/1291300006	TEXPOOL-GOVT DEBT SVC	12,081.92	258.45	12,340.37
449/1291300007	TEXPOOL-WATER AND SEWER DEBT SVC	55,265.55	1,181.96	56,447.51
TOTALS	INVESTMENT ACCOUNTS	12,576,184.01	5,260,060.89	17,836,244.90
GRAND TOTAL		\$ 31,822,345.09	\$ 3,250,224.96	\$ 35,072,570.05

BANK	% OF TOTAL CASH
ANB CASH	41%
ANB MONEY MARKET	8%
TEXSTAR	41%
TEXPOOL	10%



% OF CASH BALANCE



Work Session Agenda Item: 4

Meeting Date: September 11, 2023

ITEM DESCRIPTION:

Receive a presentation regarding a prospective planned development concept and necessary zoning text amendment updates.

BACKGROUND OF ISSUE:

A developer has approached City Staff with the prospect of a mixed-use retail and multifamily development. Under current zoning regulations, the development may not be qualify for a PD, but serves as a case study as to why the zoning ordinance ought to be updated.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

NA

EXHIBITS:

Prospective mixed-use conceptual plan.

SEAGOVILLE VILLAS & RETAIL PLAZA

Seagoville, Texas

MIXED-USE – 4.74 Acres

[Overview](#)

[Dallas CAD Images](#)

[Conceptual Site Plan](#)

[Apartment Land 4.09 Acres](#)

[Conceptual Multifamily Renderings](#)

[Landscape Materials](#)

[Retail Land .645 Acre](#)

[Conceptual Retail Rendering](#)

[Contact](#)

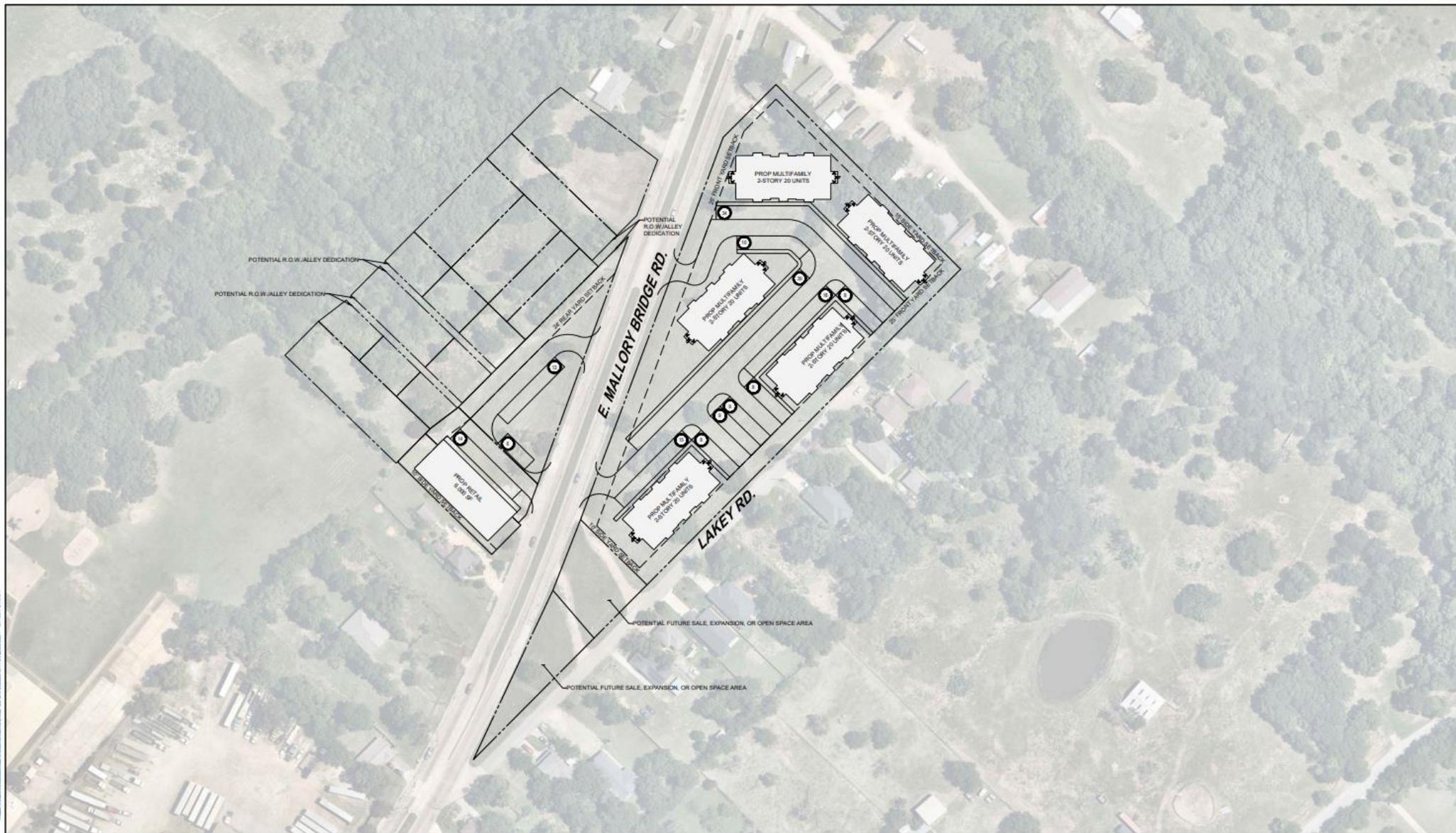


SEAGOVILLE VILLAS & RETAIL PLAZA

Seagoville, TX

The City of Seagoville has offered to provide favorable multifamily zoning on the following tracts if a favorable design can be created and endorsed that would include two-story apartments and a small space retail strip center across the street.

The first step is to design a conceptual site plan for both uses with the assumption of assemblage for additional land tracts that are adjacent to currently owned properties. Highest density is preferred, with underground utilities for storm, sewer, water and power are present, but capacity for these uses would need to be reviewed.



07/20/2023 | MG | TAA23049.00 | CPTA-1

BOHLER //

2600 NETWORK BLVD, STE. 310,
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

PROPOSED MULTIFAMILY AND RETAIL

SEAGOVILLE, TX 75159 | CPTA-1



SEAGOVILLE VILLAS

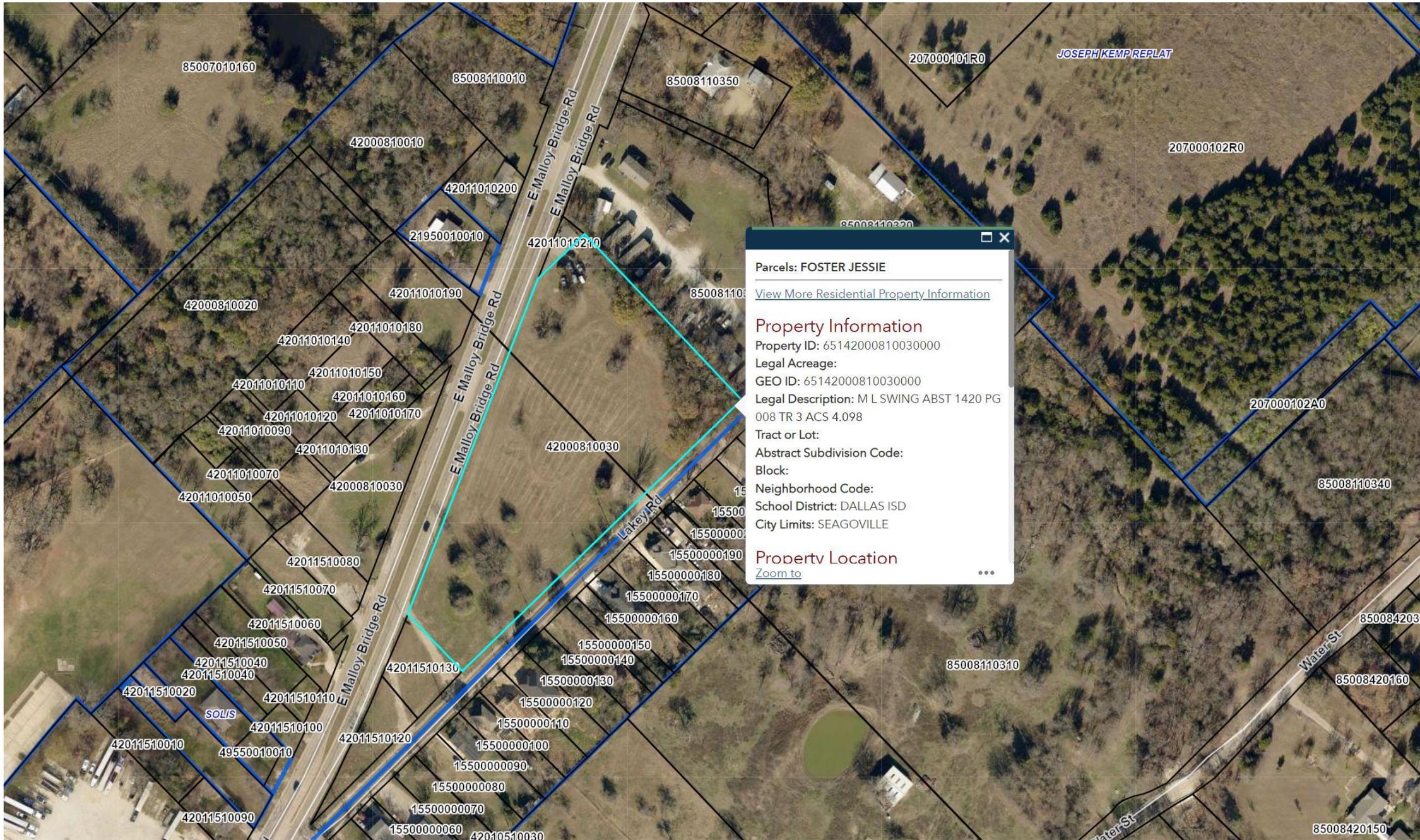
Seagoville, TX

Proposed Two-Story Multifamily & Surface Parking

Current = 4.09 Acres (100 Apartment Units, 1 & 2 Bedrooms)

(Possibility to pick up x 2 small adjacent land tracts)

4.09 Acres + .36 Acres + .34 Acres = 4.79 Acres



Parcels: FOSTER JESSIE

[View More Residential Property Information](#)

Property Information

Property ID: 65142000810030000
 Legal Acreage:
 GEO ID: 65142000810030000
 Legal Description: M L SWING ABST 1420 PG 008 TR 3 ACS 4.098
 Tract or Lot:
 Abstract Subdivision Code:
 Block:
 Neighborhood Code:
 School District: DALLAS ISD
 City Limits: SEAGOVILLE

Property Location

[Zoom to](#) ...



(1 of 2)

Parcels: LANDESS LANDS LLC

[View More Residential Property Information](#)

Property Information

Property ID: 65142011510130000
Legal Acreage:
GEO ID: 65142011510130000
Legal Description: M L SWING ABST 1420 PG 115 TR 13 TS7B
Tract or Lot:
Abstract Subdivision Code:
Block:
Neighborhood Code:
School District: DALLAS ISD
City Limits: SEAGOVILLE

Property Location

[Zoom to](#) ...



Parcels: WINN ANNA MRS N WINN

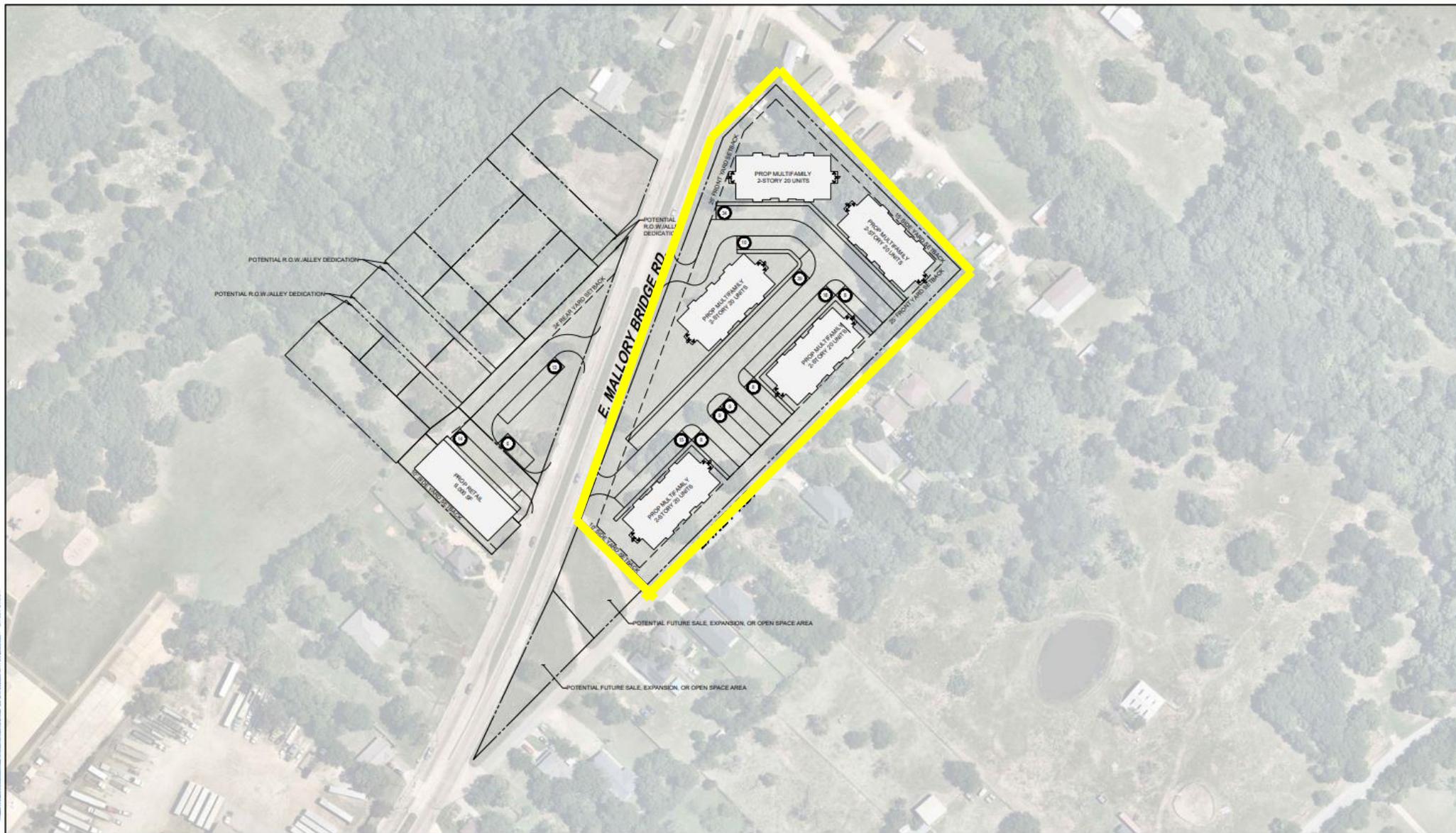
[View More Residential Property Information](#)

Property Information

Property ID: 65142011510120000
 Legal Acreage:
 GEO ID: 65142011510120000
 Legal Description: M L SWING ABST 1420 PG 115 TR 12 ACS .34 TS7
 Tract or Lot:
 Abstract Subdivision Code:
 Block:
 Neighborhood Code:
 School District: DALLAS ISD
 City Limits: SEAGOVILLE

Property Location

[Zoom to](#)



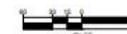
07/20/2023 | MG | TAA23049.00 | CPTA-1

BOHLER //

2600 NETWORK BLVD, STE. 310,
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

PROPOSED MULTIFAMILY AND RETAIL

SEAGOVILLE, TX 75159 | CPTA-1











Sample Floor Plan
One Bedroom



Sample Floor Plan
Two Bedroom



SW 6082
Cobble Brown

Interior / Exterior
Locator Number: 198-C6

PNT.7
Lap siding (see
elevation)



Clay
Gutters



ACME BRICK - COMANCHE
Heritage Texture
ELGIN NEWPLANT
Blend: ENP116 | Item #753131

SW 9088
Utaupeia

Interior / Exterior
Locator Number: 199-C4

PNT.8
Lap siding (see
elevation)



SALADO LIMESTONE
SONOMA | BUFF LUEDERS

SW 7037
Balanced Beige

Interior / Exterior
Locator Number: 249-C2

PNT.9
trim, fascia, & soffit/
decorative
louvers, lap siding in breezeways



MID AMERICA SHUTTERS
CLAY (008)

SW 6083
Sable

Interior / Exterior
Locator Number: 198-C7

PNT.10
metal railings/door slabs/shaker
siding



BERRIDGE METAL ROOF
AGED BRONZE



LANDMARK SHINGLES
HEATHER BLEND



CHAIN LINK FENCE : DETENTION POND



CHAIN LINK FENCE : DETENTION POND



PLANTING SCREEN



PLANTING SCREEN



TREE ROW



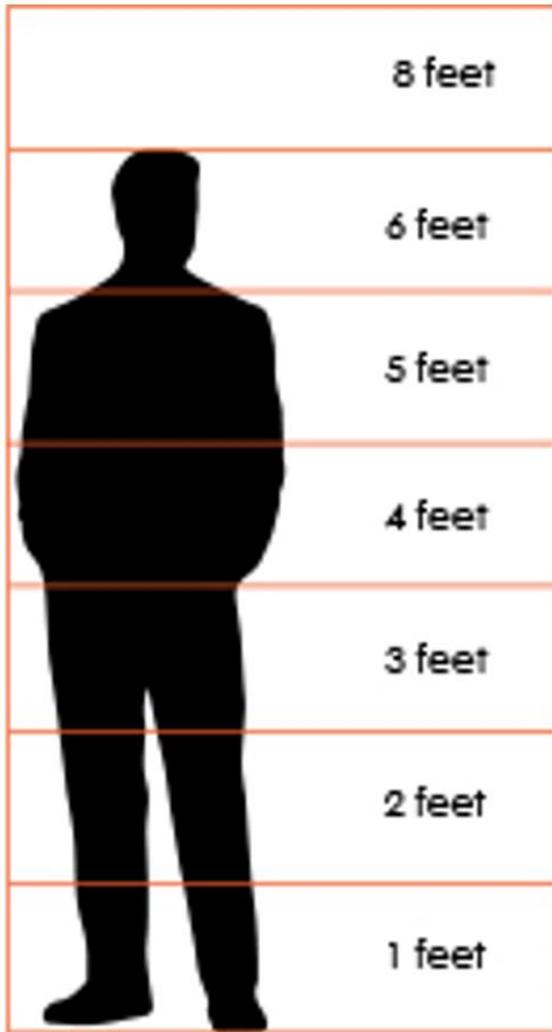
TREE PLANTING SCREEN



TREE ROW



WOOD FENCE : MULTIFAMILY



NEIGHBORHOOD PROPOSED FENCING SAMPLES FOR BUFFERING & SECURITY

SEAGOVILLE PLAZA

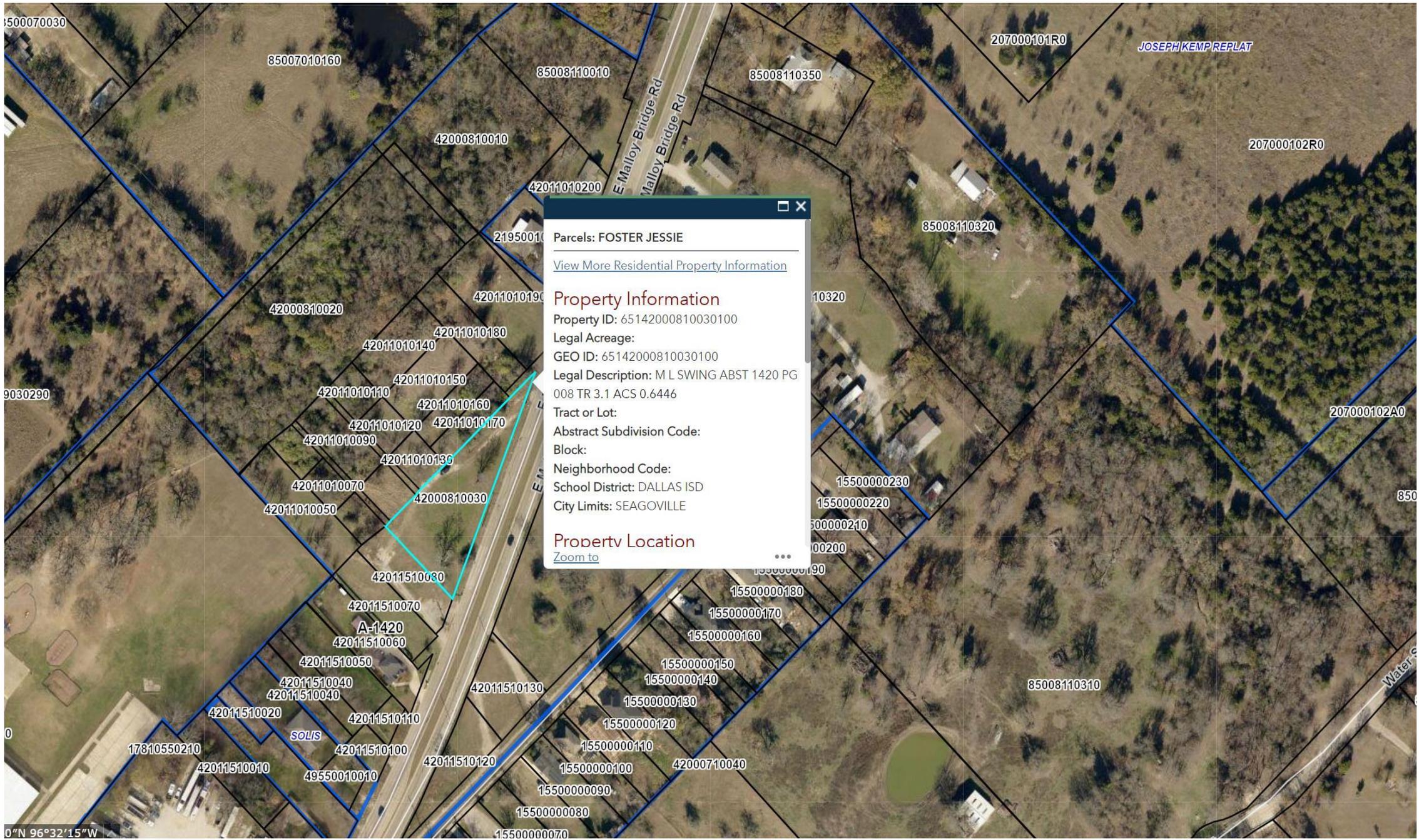
Seagoville, TX

Proposed Retail Strip Center

Current = .645 Acres (9,000 SF of Retail Space)

(Possibility to pick up x 2 small adjacent land tracts)

$.646 \text{ Acres} + .36 \text{ Acres} + .26 \text{ Acres} = 1.27 \text{ Acres}$



Parcels: FOSTER JESSIE

[View More Residential Property Information](#)

Property Information

Property ID: 65142000810030100
 Legal Acreage:
 GEO ID: 65142000810030100
 Legal Description: M L SWING ABST 1420 PG 008 TR 3.1 ACS 0.6446
 Tract or Lot:
 Abstract Subdivision Code:
 Block:
 Neighborhood Code:
 School District: DALLAS ISD
 City Limits: SEAGOVILLE

Property Location

[Zoom to](#)

JOSEPH KEMP REPLAT

500070030

85007010160

85008110010

85008110350

207000101R0

207000102R0

E Malloy Bridge Rd
Malloy Bridge Rd

42000810010

42011010200

85008110320

21950010000

Parcels: FOSTER JESSIE

[View More Residential Property Information](#)

Property Information

Property ID: 65142000810030100
 Legal Acreage:
 GEO ID: 65142000810030100
 Legal Description: M L SWING ABST 1420 PG 008 TR 3.1 ACS 0.6446
 Tract or Lot:
 Abstract Subdivision Code:
 Block:
 Neighborhood Code:
 School District: DALLAS ISD
 City Limits: SEAGOVILLE

Property Location

[Zoom to](#)

42000810020

42011010190

10320

42011010140

42011010180

42011010110

42011010150

42011010160

42011010120

42011010170

42011010090

42011010130

42011010070

42000810030

42011010050

42011510030

42011510070

A-1420

42011510060

42011510050

42011510040

42011510040

42011510020

SOLIS

42011510110

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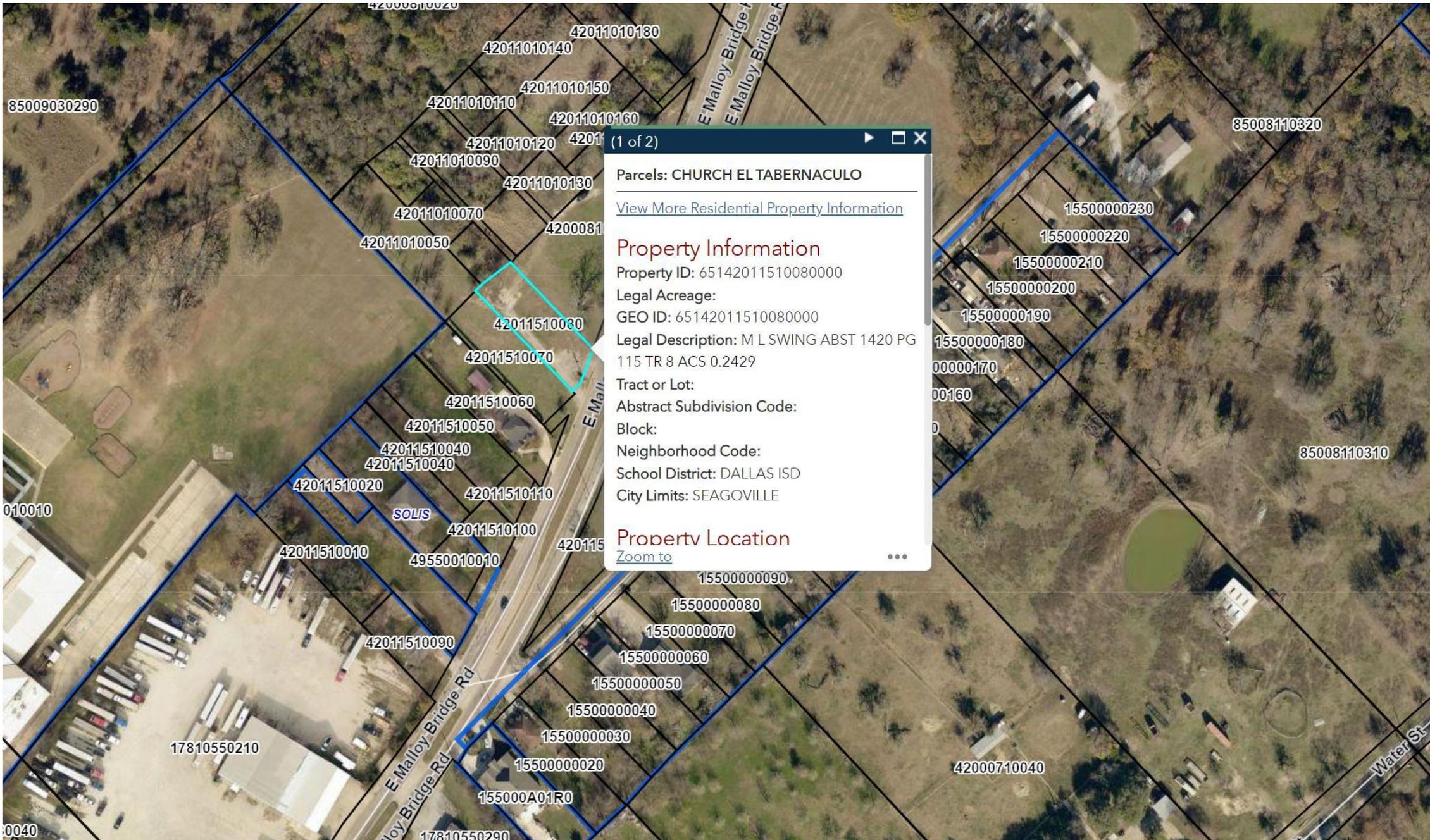
85008110310

207000102A0

850

0°N 96°32'15"W





(1 of 2)

Parcels: CHURCH EL TABERNACULO

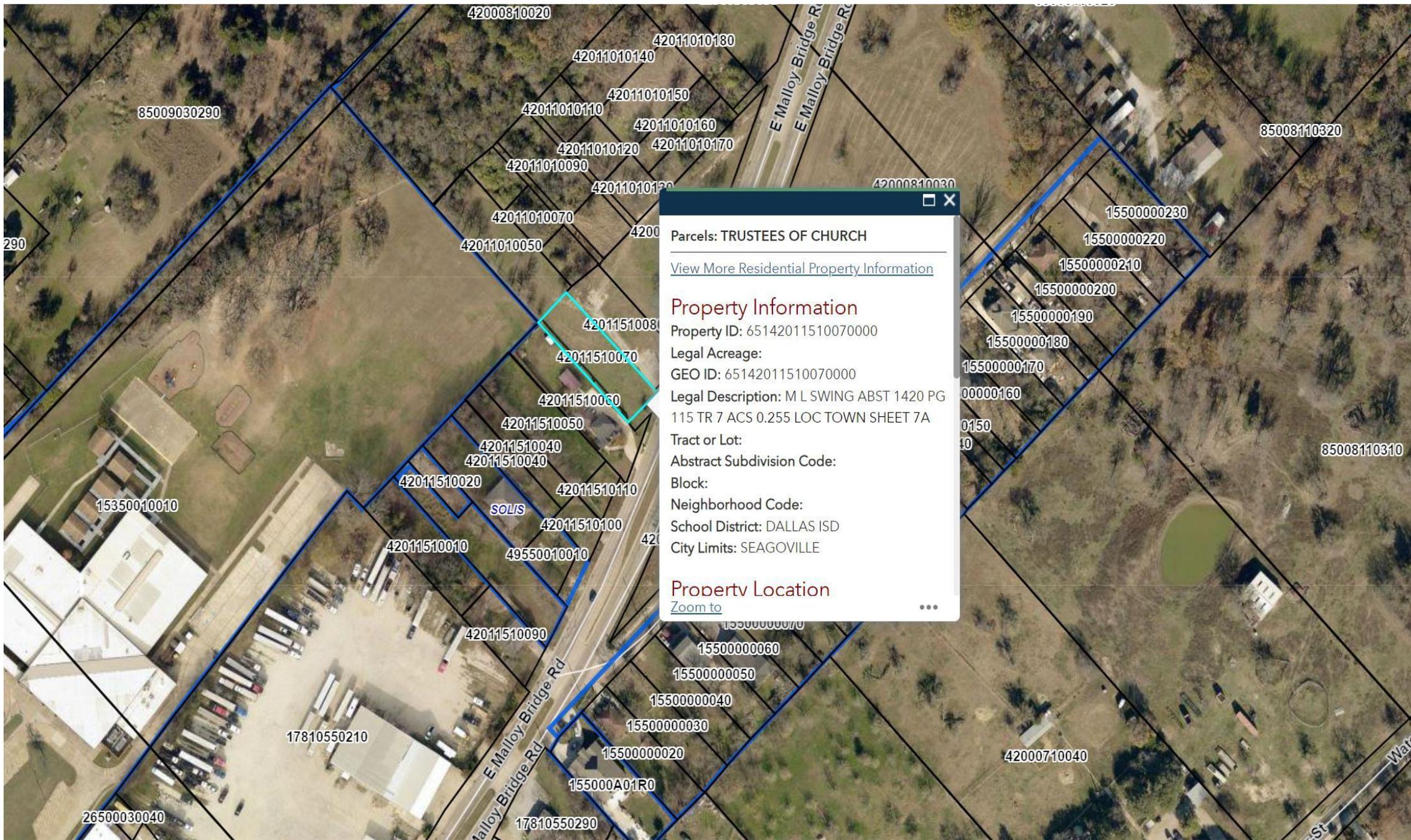
[View More Residential Property Information](#)

Property Information

Property ID: 65142011510080000
 Legal Acreage:
 GEO ID: 65142011510080000
 Legal Description: M L SWING ABST 1420 PG 115 TR 8 ACS 0.2429
 Tract or Lot:
 Abstract Subdivision Code:
 Block:
 Neighborhood Code:
 School District: DALLAS ISD
 City Limits: SEAGOVILLE

Property Location

[Zoom to](#) ...



Parcels: TRUSTEES OF CHURCH

[View More Residential Property Information](#)

Property Information

Property ID: 65142011510070000
Legal Acreage:
GEO ID: 65142011510070000
Legal Description: M L SWING ABST 1420 PG 115 TR 7 ACS 0.255 LOC TOWN SHEET 7A
Tract or Lot:
Abstract Subdivision Code:
Block:
Neighborhood Code:
School District: DALLAS ISD
City Limits: SEAGOVILLE

Property Location

[Zoom to](#) ...





CONTACT

John W. Palmer

Principal

PDPARTNERS

248.752.6622 Cell

jwp9225@gmail.com



Regular Session Agenda Item: 11

Meeting Date: September 11, 2023

ITEM DESCRIPTION:

Consider approving the following City Council meeting minutes: August 21, 2023 and August 28, 2023.

BACKGROUND OF ISSUE:

Approve City Council Meeting Minutes.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

August 21, 2023, Regular Called Meeting
August 28, 2023, Special Called Meeting



City of Seagoville

Meeting Minutes

City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, August 21, 2023

6:30 PM

Council Chambers

Present: Mayor Lackey Sebastian, Mayor Pro Tem Harold Magill, Councilmember Rick Howard, Councilmember Allen Grimes, and Councilmember Jon Epps.

Absent: Councilmember Jose Hernandez

Also present were City Manager Patrick Stallings, City Attorney Victoria Thomas, and City Secretary Sara Egan.

The City Council of the City of Seagoville met in a Regular Called Meeting on Monday, August 21, 2023, at 6:30 p.m. in the City Council Chambers of City Hall, 702 N. Hwy 175, Seagoville, Texas.

WORK SESSION – 6:30 PM

1. Call to Order

Mayor Sebastian called the Work Session to order at 6:30 p.m.

2. Discuss Regular Session items.

Consent Agenda items B and C were presented by Assistant City Manager Cindy Brown.
Regular Agenda items A and B were presented by Building Official Kailey Lampkin.

3. Adjourn

Mayor Sebastian adjourned from Work Session at 6:36 p.m.

REGULAR SESSION – 7:00 PM

4. Call to Order

Mayor Sebastian called the Regular Session to order at 7:00 p.m.

5. Invocation

Mayor Pro Tem Magill led the invocation.

6. Pledge of Allegiance

City Council led the pledge of allegiance.

7. Proclamation

Present a Proclamation designating September 4th week as “National Payroll Week”.

Mayor Sebastian presented the Proclamation to Rhonda Potter with Premier Truck Group.

8. Ceremonial Oath of the City Secretary.

Mayor Sebastian administered the Oath of Office to City Secretary Sara Egan.

9. Mayor’s Report

The next meeting is scheduled for Monday, August 28, 2023 there will be a public hearing for the proposed budget.

10. Citizen’s Comments

No one signed up to speak.

11. Consent Agenda

Mayor Pro Tem Magill made a motion to approve Consent Agenda Items A through C, seconded by Councilmember Epps. The motion passed by an unanimous vote (4/0).

- A. Consider approving the following City Council meeting minutes: August 7, 2023, and August 14, 2023.**
- B. Consider approval of a Resolution approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp., Mid-Tex Division; and authorizing the Mayor to sign.**

Resolution No. 58-R-2023

- C. Consider approval of a Resolution denying a proposed application filed on June 29, 2023, by Oncor Electric Delivery Company LLC (Oncor) to amend its Distribution Cost Recovery Factor ("DCRF") and Update Mobile Generation Riders, to increase distribution rates within the city; to authorize participation in the matter with the Cities Serviced by Oncor (OCSC); and authorizing the Mayor to sign.**

Resolution No. 59-R-2023

12. Regular Agenda

- A. Discuss and consider approving a professional services agreement for residential building plan review services on a defined scope of services basis with Ladis Barr as budgeted in Building Inspection and Services Department; and authorizing the city manager to sign all necessary documents.**

City Manager Patrick Stallings stated both Regular Agenda Items A and B would allow staff to focus on inspections, while Ladis Barr and Betty Floyd would focus on the plan review process.

Mayor Pro Tem Magill made a motion to approve Regular Agenda Item A, seconded by Councilmember Howard. The motion passed by an unanimous vote (4/0).

- B. Discuss and consider approving a professional services agreement for residential building plan review services on a defined scope of services basis with Betty Floyd as budgeted in Building Inspection and Services Department; and authorizing the city manager to sign all necessary documents.**

Mayor Pro Tem Magill made a motion to approve Regular Agenda Item B, seconded by Councilmember Epps. The motion passed by an unanimous vote (4/0).

13. Items of community interest.

Monday, September 4th is Labor Day; City Facilities will be closed for the holiday.

14. Discuss future agenda items.

Mayor Pro Tem Magill requested to have a discussion regarding a civic center.

Mayor Sebastian recessed into Executive Session at 7:13 p.m.

EXECUTIVE SESSION

15. City Council may convene into closed Executive Session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the City Attorney regarding:

- A. Remote participation in a public meeting.**
- B. Proposed mass gathering ordinance.**

Mayor Sebastian adjourned the Executive Session and reconvened into the Regular Session at 7:27 p.m.

REGULAR SESSION

16. Discuss and consider adopting an Ordinance of the City of Seagoville, Texas, amending the Code or Ordinances of the City of Seagoville, by adding a new Article 7.11 “Mass Gatherings” to Chapter 7 “Business Regulations”; providing for a penalty of fine not to exceed the sum of two thousand (\$2,000.00) dollars for each offense; providing a repealing clause; providing a severability clause; and providing for an effective date.

Mayor Sebastian postponed this agenda item for the September 11, 2023 meeting.

17. Take any necessary action as a result of the closed Executive Session.

There was no action resulting from Executive Session.

18. Adjourn

There being no further business before the City Council, the meeting was adjourned at 7:28 p.m.

APPROVED:

ATTEST:

Lackey Stepper Sebastian, Mayor

Sara Egan, City Secretary



City of Seagoville

Meeting Minutes

City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, August 28, 2023

6:30 PM

Council Chambers

Present: Mayor Lackey Sebastian, Mayor Pro Tem Harold Magill, Councilmember Jose Hernandez, Councilmember Rick Howard, and Councilmember Allen Grimes

Absent: Councilmember Jon Epps

Also present were City Manager Patrick Stallings, City Attorney Victoria Thomas, and City Secretary Sara Egan.

The City Council of the City of Seagoville met in a Special Called Meeting on Monday, August 28, 2023, at 6:30 p.m. in the City Council Chambers of City Hall, 702 N. Hwy 175, Seagoville, Texas.

WORK SESSION – 6:30 PM

1. Call to Order

Mayor Sebastian called the Work Session to order at 6:30 p.m.

2. Discuss Regular Session items.

Director of Finance Gail French presented on regular agenda items A-H.

3. Adjourn

Mayor Sebastian adjourned from Work Session at 6:37 p.m.

REGULAR SESSION – 7:00 PM

4. Call to Order

Mayor Sebastian called the Regular Session to order at 7:00 p.m.

5. Invocation

Mayor Pro Tem Magill led the invocation.

6. Pledge of Allegiance

The City Council led the pledge of allegiance.

7. Mayor's Report

Nothing to report.

8. Citizen's Comments

- 1) William Heavrin, 600 Hwy 175, invited the Mayor and Council to the Regional CPA meeting September 9, 2023

9. Public Hearing

- A. Conduct a public hearing to receive citizen input on the proposed FY 2023-2024 budget for all City funds. This budget will raise more property taxes than last year's budget by \$1,006,159 or 11.88%, and of that amount, \$273,604 is tax revenue to be raised from new property added to the tax roll this year.**

Mayor Sebastian opened the public hearing at 7:04 p.m.

No one spoke for or against.

Mayor Sebastian closed the public hearing at 7:04 p.m.

B. Conduct a public hearing to receive citizen input on the proposed FY 2023-2024 hotel/motel tax budget.

Mayor Sebastian opened the public hearing at 7:04 p.m.

No one spoke for or against.

Mayor Sebastian closed the public hearing at 7:05 p.m.

10. Regular Agenda

A. Discuss and consider approval of three (3) Hotel Occupancy Tax Grant Agreements with Seagoville Chamber of Commerce for Mayfest (\$12,500.00); Seagofest (\$12,500.00); and 4th of July Celebration (\$6,000.00) totaling Thirty-One Thousand (\$31,000.00) Dollars for the fiscal year October 1, 2023 through September 30, 2024; and authorizing the city manager to sign all necessary documents.

Mayor Pro Tem Magill made a motion to approve Regular Agenda Item A, seconded by Councilmember Grimes. The motion passed by an unanimous vote (4/0).

B. Discuss and consider adopting an Ordinance adopting the Master Fee Schedule, attached hereto as exhibit "A"; and authorizing the Mayor to sign.

Councilmember Hernandez made a motion to approve Regular Agenda Item B, seconded by Councilmember Grimes. The motion passed by an unanimous vote (4/0).

Ordinance No. 22-2023

C. Discuss and consider approving a Resolution adopting the Financial Policy for Fiscal Year 2023-2024.

Mayor Pro Tem Magill made a motion to approve Regular Agenda Item C, seconded by Councilmember Howard. The motion passed by an unanimous vote (4/0).

Resolution No. 60-R-2023

D. Discuss and consider approving a Resolution adopting the Investment Policy; and authorizing the Mayor to sign.

Councilmember Grimes made a motion to approve Regular Agenda Item D, seconded by Mayor Pro Tem Magill. The motion passed by an unanimous vote (4/0).

Resolution No. 61-R-2023

E. Discuss and consider adopting an Ordinance amending the Code of Ordinances by amending Chapter 19 "Utilities", Article 19.03 "Water and Sewers", Division 2 "Rates and Charges" at Sections 19.03.061 "Water Rates" and 19.03.062 "Sewer Rates" for fiscal year beginning October 1, 2023; and authorizing the Mayor to sign.

Councilmember Grimes made a motion to approve Regular Agenda Item E, seconded by Councilmember Hernandez. The motion passed by an unanimous vote (4/0).

Ordinance No. 23-2023

F. Discuss and consider approving a Resolution approving the adopted budget for the Seagoville Economic Development Corporation for the fiscal year October 1, 2023, through September 30, 2024; and authorizing the Mayor to sign.

Councilmember Hernandez made a motion to approve Regular Agenda Item F, seconded by Mayor Pro Tem Magill. The motion passed by an unanimous vote (4/0).
Resolution No. 62-R-2023

G. Discuss and consider approving an Ordinance adopting the budget for fiscal year beginning October 1, 2023 through September 30, 2024; and authorizing the Mayor to sign.

Councilmember Hernandez made a motion to approve Regular Agenda Item G, seconded by Mayor Pro Tem Magill. The motion passed by an unanimous vote (4/0).
Ordinance No. 24-2023

H. Discuss and consider approval of a Resolution ratifying the property tax increase reflected in the City’s adopted Fiscal year 2023-2024 budget, which is a budget that will require raising more revenue from property taxes than in the previous year; and authorizing the Mayor to sign.

Mayor Pro Tem Magill made a motion to approve Regular Agenda Item H, seconded by Councilmember Howard. The motion passed by an unanimous vote (4/0).
Resolution No. 63-R-2023

11. Items of community interest and councilmember reports.

Monday, September 4th is Labor Day City Facilities will be closed for the holiday.
Due to the Holiday the next City Council meeting is scheduled for Monday, September 11th.
Support local athletes by attending the football game on Friday.

12. Discuss future agenda items.

No requests for future agenda items.

13. Adjourn

There being no further business before the City Council, the meeting was adjourned at 7:12 p.m.

APPROVED:

ATTEST:

Lackey Stepper Sebastian, Mayor

Sara Egan, City Secretary

Regular Session Agenda Item: 12

Meeting Date: September 11, 2023

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving the terms and conditions of an Interlocal Agreement between the City of Seagoville and Dallas County on behalf of Dallas County Health and Human Services for Food Establishment Inspections and Environmental Health Services for Fiscal Year 2023-2024 and authorizing the City Manager to execute said agreement; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing for an effective date.

BACKGROUND OF ISSUE:

This Interlocal Agreement is made by and between the City of Seagoville, Texas, a Texas municipal corporation, and Dallas County, Texas, a political subdivision of the State of Texas on behalf of the Dallas County Health and Human Services, pursuant to the authorities granted by Chapter 791 of the Texas Local Government Code, Texas Health and Safety Code Chapter 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with Title 25 Texas Administrative Code, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City's jurisdiction and other environmental health services to City. The ILA has language pertaining to food service inspections; however, the City's Health Inspector will perform routine and complaint food inspections. Section 5: Other Environmental Health Services will include vector and/or mosquito control services including complaint investigation, larvicide and spraying for adult mosquitoes.

FINANCIAL IMPACT:

The city will provide food establishment inspections. Mosquito adult spraying will be provided by DCHHS when mosquito-borne diseases are detected. Mosquito spraying at the request of the city will be paid for by the city (historically less than \$2,000 per year). In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile Virus throughout the County, the city will have the option to participate in the County's emergency aerial mosquito spraying plan. Should the City agree to participate in the plan, the city will have to agree to pay the City's proportioned share of the cost.

RECOMMENDATION:

Staff recommends the approval of this resolution.

EXHIBITS:

Resolution
Agreement

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEAGOVILLE AND DALLAS COUNTY HEALTH AND HUMAN SERVICES FOR FOOD ESTABLISHMENT INSPECTIONS AND ENVIRONMENTAL HEALTH SERVICES FOR FISCAL YEAR 2023-2024 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas desires to enter into an Interlocal Agreement with Dallas County for Food Establishment Inspections and Environmental Health Services for fiscal year 2024("Agreement"); and

WHEREAS, pursuant to said Agreement, Dallas County will perform, on behalf of the City, food establishment inspections; and

WHEREAS, all inspections will be made by a Registered Professional Sanitarian employed by Dallas County Health and Human Services Department ("DCHHS"), in compliance with all state laws and regulations promulgated by the Texas Board of Health; and

WHEREAS, Dallas County further agrees to provide ground mosquito spraying and/or aerial mosquito spraying for the City, in exchange for the City's payment of its proportionate share of costs; and

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the Interlocal Agreement and has determined it to be in the best interest of the City of Seagoville to enter into said Agreement for Food Establishment Inspections and Environmental Health Services.

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

SECTION 1. The City Council hereby approves the terms and conditions of the Interlocal Agreement, a copy of which is attached hereto and incorporated herein by this reference as Exhibit "A", with Dallas County for Food Establishment Inspections and Environmental Health Services for fiscal year 2024 and the City Manager/Mayor is hereby authorized, on behalf of the City of Seagoville, Texas to sign said Agreement.

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

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

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

DULY RESOLVED by the City Council of the City of Seagoville, Texas, this the 11th day of September 2023.

APPROVED:

STEPPER SEBASTIAN, MAYOR

ATTEST:

SARAH EGAN, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY

4868-4180-9790, v. 1

EXHIBIT A
**[Interlocal Agreement with Dallas County for Food Establishment Inspections and
Environmental Health Services for FY24]**

4868-4180-9790, v. 1

STATE OF TEXAS § **INTERLOCAL AGREEMENT FOR FOOD**
 § **ESTABLISHMENT INSPECTION AND**
 § **ENVIRONMENTAL HEALTH SERVICES BETWEEN**
 § **DALLAS COUNTY, ON BEHALF OF DALLAS**
COUNTY OF DALLAS § **COUNTY HEALTH AND HUMAN SERVICES, AND**
 § **CITY OF SEAGOVILLE**

SECTION 1: PARTIES

This Interlocal Agreement (“Agreement”) is made by and between the City of Seagoville, Texas (“City”), a Texas municipal corporation, and Dallas County, Texas, a political subdivision of the State of Texas on behalf of the Dallas County Health and Human Services (collectively “County” or “DCHHS”), pursuant to the authorities granted by Chapter 791 of the Texas Local Government Code (known as the Interlocal Cooperation Act), Texas Health and Safety Code Chapter 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with Title 25 Texas Administrative Code, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City’s jurisdiction and other environmental health services to City. The County or the City may hereinafter be referred to individually as “Party”, or collectively, as the “Parties”.

SECTION 2: TERM

The Term of this Agreement is for a period commencing on the Effective Date as defined herein and continuing through September 30, 2024 unless otherwise stated in this Agreement. (“Term”)

SECTION 3: INSPECTION SERVICES AND REQUIREMENTS

- A. The County will perform a minimum of two (2) inspections (one every six months) during the Term of each food establishment for which the City has submitted an inspection request and for which a fee has been collected from the said food establishment;
- B. Additional follow-up inspections will be performed as deemed necessary by the County;
- C. Any additional request for follow-up inspections by the City of food establishments, including food establishments that are closed due to non-compliance with the State and other applicable rules and regulations will be charged additional fees;
- D. Each food establishment inspection will be made by a Registered Professional Sanitarian employed by DCHHS, in compliance with all state laws and regulations;
- E. An examination of the following will be made during each inspection: food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect, rodent, and animal control; floors, walls, and ceiling; light; ventilation; and other operations.

SECTION 4: FEES AND PAYMENTS TO THE COUNTY

- A. The City will collect and submit to the County a fee of Two Hundred and Ten and 00/100 Dollars (\$210 .00) per a Term for each food establishment inspected.

B. Beginning with the third inspection of a food establishment, the City will pay a One Hundred and Five and 00/100 Dollars (\$105.00) fee for each additional inspection of that establishment requested by the City.

C. The City will collect One Hundred and Five and 00/100 Dollars (\$105.00) to be paid to the County for a re-opening or inspection fee of a food establishment that has been closed due to non-compliance of Chapter 437 of the Texas Health and Safety Code, or any other state rules and regulations.

D. The fees are not subject to change without notice and agreement by the City. If additional costs are associated with the services under this Agreement, County will notify City of those additional costs and invoice the City separately for those additional costs.

E. The City shall pay County the stipulated fees within thirty (30) days of the monthly request for payment, or if County fails to make the payment request, then City shall pay the stipulated fees no later than the last date of this Agreement Term upon receipt of not less than thirty (30) days advance written notice from the County of amounts due. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

SECTION 5: OTHER ENVIRONMENTAL HEALTH SERVICES

A. Upon written request from City, the County will respond to Vector and/or Mosquito Control complaints by inspecting the property and surrounding area for standing water and provide the treatment of water that contains immature mosquitoes with larvicide. If there is a mosquito borne disease in the area, the County will provide ground application services that include spraying for adult mosquitoes (“adulticiding”), and treating standing water with larvicide (“larvaciding”).

B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile virus throughout the County, the City will have the option to participate in the County’s emergency aerial mosquito spraying plan. Should the City agree to participate in the plan, the City must provide written notice to County and agree to the following:

- 1) Indicate the areas and amount of acres to be sprayed; and
- 2) Pay the City’s proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

SECTION 6: RECORDS

The County will keep a copy of all inspection reports and will on a monthly basis send such inspection reports to the City. If the County receives a request for inspection records, the County will respond in accordance with Texas Government Code, Chapter 552, also known as the “Texas Public Information Act”.

SECTION 7: TERMINATION

A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other party;

B. With Cause: The County reserves the right to terminate the Agreement immediately and upon provision of written notice to City, in whole or in part, at its sole discretion, for the following reasons:

- 1) Lack of, or reduction in, funding or resources;
- 2) The City's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement;
- 3) In County's sole discretion, if termination is necessary to protect the health and safety of County employees;
- 4) The City's improper, misuse or inept use of funds or resources; and/or
- 5) The City's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

SECTION 8: CITY ORDINANCE

In order for this Agreement to be valid, the City must have or adopt a City/Town ordinance that provides for the inspection of food establishments by a Registered Professional Sanitarian. The City must require the payment of a fee(s) by each food establishment. Ordinance enforcement shall be the responsibility of the City.

SECTION 9: INDEMNIFICATION

A. The County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the County including workers compensation claims, arising out of the performance of the County employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers, and/or employees.

B. The City, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages that the City may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the City including workers compensation claims, arising out of the performance of the City employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the City, its agents, officers, and/or employees.

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

D. This Section 9 shall survive termination, expiration, or suspension of this Agreement.

SECTION 10: INSURANCE

The City agrees that it will at all times during the term of this Agreement maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. It is expressly agreed that City will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage. It is the intent of

this provision that the City's insurance covers all cost and expense so that County will not sustain any expense, cost, liability or financial risk as a result of any of the performance of services under this Agreement; as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the City.

SECTION 11: NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

COUNTY

Clay Lewis Jenkins, County Judge
Dallas County
411 Elm St, 2nd Floor
Dallas, Texas 75202

CITY

[Insert Contact info.]

W/copy to:

Philip Huang, Director DCHHS
2377 N Stemmons Fwy #820
Dallas, TX 75207

SECTION 12: MISCELLANEOUS PROVISIONS

12.1 ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

12.2 COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement

12.3 SEVERABILITY

If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity of any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

12.4 FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. The City shall not have a right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the City at the earliest possible time prior to the end of its fiscal year.

12.5 DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. The City has a duty to mitigate damages.

12.6 GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to City's and County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

12.7 COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, City must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

12.8 RELATIONSHIP OF PARTIES

Each Party is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of the other Party.

12.9 CONTRA PROFERENTUM

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the party who drafted the Agreement and such party shall not be responsible for the language used.

12.10 ASSIGNMENT

Neither Party may transfer or assign its interest in this Agreement without prior written consent of the non-assigning Party. County approval to transfer or assign City's interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court. City approval to transfer or assign County's duties to perform this Agreement is subject to formal approval by the Seagoville City Council.

12.11 CONTINUING OBLIGATIONS

All obligations of this Agreement which expressly or by their nature survive the expiration, termination or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination or transfer until such are satisfied in full or by their nature expire.

12.12 FORCE MAJEURE

Neither Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

12.13 BINDING EFFECT

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

12.14 SIGNATORY WARRANTY

City and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions herein, and that the execution and delivery of this Agreement is made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Agreement.

EXECUTED THIS _____ DAY OF _____ 2023. ("Effective Date")

FOR DALLAS COUNTY:

FOR CITY:

BY: _____
Clay Lewis Jenkins
County Judge

BY: _____
City Manager/Mayor

DATE: _____

DATE: _____

Recommended:

Recommended (CITY):

BY: _____
Dr. Philip Huang
Director, DCHHS

BY: _____
Title: _____

Approved as to Form*:

Approved as to Form (CITY):

JOHN CREUZOT
CRIMINAL DISTRICT ATTORNEY
DALLAS COUNTY, TEXAS

BY: _____
Title: _____

BARBARA NICHOLAS
CHIEF, CIVIL DIVISION

BY: _____
Rebecca Lundberg
Assistant District Attorney

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

Regular Session Agenda Item: 13

Meeting Date: September 11, 2023

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the Mayor to execute the Household Hazardous Waste Interlocal Agreement Amendment between the City of Seagoville and Dallas County, said Amendment to be effective from October 1, 2023, until September 30, 2024; and providing an effective date.

BACKGROUND OF ISSUE:

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

The attached agreement is a continuation of the 1994-2023 program. The contract initiated in FY2023-24 under Dallas County Commissioner Court Order 2022-0661. As in the past, each renewal is brought to the Council annually for consideration.

FINANCIAL IMPACT:

This expenditure is included in the FY22-23 budget, not to exceed amount of \$6,433

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution
Agreement
Court Order 2022-0661

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT AMENDMENT BETWEEN DALLAS COUNTY AND THE CITY OF SEAGOVILLE FOR FISCAL YEAR 2024; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Dallas County Commissioners Court adopted Court Order No. 2023-0727 authorizing continuation of the Household Hazardous Waste (“HHW”) collection network to coordinate the planning and implementation of a HHW collection program; and

WHEREAS, the Dallas County Commissioners Court also approved Interlocal Agreement between the County and member cities of the HHW, which amendment serves to continue the HHW Program for Fiscal Year 2024 while updating overall project budget amounts and individual city budget limits for the new fiscal year; and

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

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

SECTION 1. Amendment No. 1 to the Household Hazardous Waste Interlocal Agreement between Dallas County and the City of Seagoville, attached hereto and incorporated herein by this reference as Exhibit “A”, is hereby approved and the City Manager is hereby authorized to execute the agreement in substantially the form of Exhibit “A”.

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 11th day of September 2023.

APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY

Exhibit A
[Amendment No. 1 to Household Hazardous Waste Interlocal Agreement]

4889-2749-2990, v. 1

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**AMENDMENT NO. 1
TO THE HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT
(The “Agreement”)
BETWEEN
DALLAS COUNTY
AND
CITY OF SEAGOVILLE
(The “City”)
A MEMBER CITY OF
THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK**

WHEREAS, on, June 20, 2023, the Dallas County Commissioners Court was briefed on a request from the cities of the Dallas Area Household Hazardous Waste Network to renew and revise the effective term and specify new fiscal year budgets for the Household Hazardous Waste Program Interlocal Agreement (“Agreement”) that permits four additional one-year renewals for a five-year total contract term and was authorized by Court Order 2022-0661; and

WHEREAS, the proposed Amendment No.1, along with the attachment C2024, will serve to continue the Household Hazardous Waste Program through fiscal year 2024, while updating overall program budget amounts and individual city budget limits for the new fiscal year; and

WHEREAS, proposed Amendment No. 1 contains no other changes in the basic terms and conditions of the Agreement and incurs no cost to Dallas County.

NOW THEREFORE, by execution of this Amendment No. 1, the Agreement is amended hereby with respect to the items and features described in the Articles below.

**I.
PURPOSE**

The purpose of this Amendment is to amend the effective term and fiscal year budget of the Agreement without change to the basic terms and provisions. No other sections, provisions, clauses or conditions of the Agreement are waived, deleted or changed hereby, and they shall remain in full force and effect throughout the term of the Agreement and any duly authorized amendments.

**II.
AMENDED PROVISIONS**

- A. The new term of the Agreement shall be October 1, 2023, through September 30, 2024.
- B. The language contained in Paragraph 1, *Section IV. City Responsibilities* shall be deleted in its entirety and replaced with the following language:
 - 1. “A sum not to exceed _____ for disposal, setup, operational, capital, and

transportation costs for HHW collection for residents of the City during the period from October 1, 2023 through September 30, 2024. This figure is based on the program's annual budget contained in **Exhibit C2024** which is incorporated herein for all purposes.

- a. Collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the City at events and at the collection center.
- b. Operational and capital costs shall be paid quarterly in advance.
- c. In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation, but will become immediately due and payable in full.”

C. Exhibit C2023 of the Agreement entitled *FY2023 HHW Program Budget Summary* shall be deleted and replaced with the attached Exhibit C2024 entitled *FY2024 HHW Program Budget Summary*.

IN WITNESS WHEREOF, by their signatures below, the duly authorized representatives of Dallas County and City of Seagoville, a member city of the Dallas Area Household Hazardous Waste Network, do hereby agree and append this Amendment No. 1 to the Agreement.

EXECUTED THIS the _____ day of _____, 2023.

DALLAS COUNTY:

CITY OF SEAGOVILLE

BY: Clay Lewis Jenkins
County Judge

BY:

APPROVED AS TO FORM:*
John Creuzot
District Attorney

ATTESTED TO:

BY: _____

APPROVED AS TO FORM:

BY: _____

BY: Lacey B. Lucas

* 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).

Exhibit C2024

FY2022 HHW PROGRAM BUDGET SUMMARY

This exhibit summarizes the total program funding for FY2024 as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on March 23, 2023, and replaces the language contained in Exhibit C2022 of the Household Hazardous Waste Program Interlocal Agreement that was authorized by Court Order 2022-0661.

- Fixed Costs include personnel expense, operating costs, and capital budget, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments.
- Personnel Expense includes all HHW staff salaries and fringe.
- Operating Expense includes supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, facility maintenance, utilities, and all other direct programming costs.
- Capital Expense includes building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.
- Variable costs include estimated direct costs for collection and disposal of hazardous household wastes, which vary according to actual usage and are indicated in the budget summary for planning purposes only. **Funding for actual collection, contract labor, and disposal costs will be collected from the cities after the fact, on an as-used basis.**
- Collection/Mobilization/Disposal Budget includes estimated costs for staging of events, recycling services, waste containers, waste transportation, and disposal.
- Contract Labor Expense is for part-time, seasonal labor provided by the disposal vendor.

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

BUDGET SECTION	CITY FUNDING
FIXED COSTS (OPERATIONAL BUDGET)	
Personnel Costs	\$ 592,626
Operating Costs	\$ 238,625
Capital Expense	\$ 100,000
Sub-Total	\$ 931,251
ESTIMATED VARIABLE COSTS (COLLECTION / LABOR / DISPOSAL BUDGET)	
	\$ 1,404,000
TOTAL PROGRAM BUDGET	\$2,335,251



COURT ORDER 2023-0727

Proposed FY2024 Budget/Continuation of Household Hazardous Waste Program

On a motion made by Commissioner Dr. Theresa Daniel, and seconded by Commissioner Andrew Sommerman, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: June 20, 2023

FUNDING SOURCE: N/A

Be it resolved and ordered that the Dallas County Commissioners Court does hereby
Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the continuation of the Household Hazardous Waste program, its FY2024 interlocal agreement with participating cities, and its proposed FY2024 budget of \$2,335,521 (of which \$100,000 consists of carryover from prior years for contract labor, capital expenses, and other operational expenses).

It is further resolved and ordered that the County Judge is authorized to sign the aforementioned FY2024 interlocal agreements on behalf of the County.

Done in open Court June 20, 2023 by the following vote:

IN FAVOR:	Commissioner Dr. Theresa Daniel, Commissioner John Wiley Price, Commissioner Dr. Elba Garcia, and Commissioner Andrew Sommerman
OPPOSED:	None
ABSTAINED:	None
ABSENT:	County Judge Clay Jenkins

Recommended by: Christopher Hooper
Originating Department: Consolidated Services

Regular Session Agenda Item: 14

Meeting Date: September 11, 2023

ITEM DESCRIPTION:

Conduct a public hearing to receive citizen input on the proposed tax rate of \$0.728004 per \$100 valuation, which is greater than the no new revenue tax rate calculated by the Dallas County Tax Assessor/Collector of \$0.668984 per 100 and not greater than the voter-approval tax rate of .728005 per \$100. This rate will raise more revenue from property taxes than last year's budget by an amount of \$1,006,159.

BACKGROUND OF ISSUE:

This is the only public hearing to receive citizen input on the proposed tax rate of \$0.728004 per \$100 valuation, which is greater than the no new revenue tax rate calculated by the Dallas County Tax Assessor/Collector of \$0.668984 per 100 and not greater than the voter-approval tax rate of .728005 per \$100. This rate will raise more revenue from property taxes than last year's budget by an amount of \$1,006,159.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS

N/A

Regular Session Agenda Item: 15

Meeting Date: September 11, 2023

ITEM DESCRIPTION:

Discuss and consider approval of an ordinance of the City Council of the City of Seagoville, Texas, adopting and levying ad valorem taxes for the year 2023 (fiscal year 2023 - 2024) at a rate of \$0.728004 per one hundred dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of Seagoville as of January 1, 2023, to provide revenue for the payment of current expenses; providing for an interest and sinking fund for all outstanding debt of the city of Seagoville; providing for due and delinquent dates together with penalties and interest; providing a severability clause; providing a repealing clause; and providing an effective date.

BACKGROUND OF ISSUE:

Following public notices duly posted and published in all things as required by law, public hearings were held by and before the City Council of the City of Seagoville, the subject of which was the proposed tax rate for the City of Seagoville for Fiscal Year 2023-2024, submitted by the City Manager in accordance with provisions of the City Charter and state statutes.

The City Council, upon full consideration of the matter, is of the opinion that the tax rate hereinafter set forth is proper and should be approved and adopted.

***City of Seagoville* ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.68 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-45.39.

FINANCIAL IMPACT:

This rate will raise more revenue from property taxes than last year's budget by an amount of \$1,006,159.

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Tax rate adoption ordinance

**§26.05(b) of Property Tax Code
Steps Required for Adoption of Tax Rate & Budget**

Entity Name: City of Seagoville

Date: 08/04/2023 11:34 AM

Language Required in the Motion Setting This Year's Tax Rate:

This year's proposed tax rate exceeds the no-new-revenue tax rate. The vote on the ordinance, resolution, or order setting the tax rate must be a record vote and 60% of the governing body must vote in favor of the adoption of the tax rate. A motion to adopt the ordinance, resolution, or order must be made in the following form:

I move that the property tax rate be increased by the adoption of a tax rate of 0.728004, which is effectively a 8.82 percent increase in the tax rate.

Statement Required in the Ordinance, Resolution, or Order Setting:

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statements must be included in the ordinance, resolution, or order setting this year's tax rate. The statements must be in larger type than the type used in any other portion of the document.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.68 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-45.39.

Statement That Must be Posted on the Home Page of Any Internet Website Operated by the Taxing Unit:

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statements must be included in the ordinance, resolution, or order setting this year's tax rate. The statements must be in larger type than the type used in any other portion of the document.

City of Seagoville ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.68 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-45.39.

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SEAGOVILLE, TEXAS**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ADOPTING AND LEVYING AD VALOREM TAXES FOR THE TAX YEAR 2023 (FISCAL YEAR 2023 - 2024) AT A RATE OF \$0.728004 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SEAGOVILLE AS OF JANUARY 1, 2023, TO PROVIDE REVENUE FOR THE PAYMENT OF CURRENT EXPENSES; PROVIDING FOR AN INTEREST AND SINKING FUND FOR ALL OUTSTANDING DEBT OF THE CITY OF SEAGOVILLE; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following public notices duly posted and published in all things as required by law, a public hearing was held by and before the City Council of the City of Seagoville, the subject of which was the proposed tax rate for the City of Seagoville for Fiscal Year 2023-2024, submitted by the City Manager in accordance with provisions of the City Charter and state statutes; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the tax rate hereinafter set forth is proper and should be approved and adopted.

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

SECTION 1. There is hereby approved, adopted and levied for the tax year 2023 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Seagoville, Texas, and not exempt by the Constitution of the State and valid State laws as of January 1, 2023, a tax of \$0.728004 on each One Hundred Dollars (\$100) assessed valuation of taxable property, which consists of two components each one of which is separately approved by the Council as follows:

- (a) 0.095129 per One Hundred Dollars (\$100) of taxable value, the rate that, if applied to the total taxable value, will impose the total amount published under Section 26.04(e)(3)(C) of the Texas Property Tax Code (Tax Code), less any amount of additional sales and use tax revenue that will be used to pay debt service; and

- (b) 0.632875 per One Hundred Dollars (\$100) taxable value, the rate that, if applied to the total taxable value, will impose the amount of taxes needed to fund maintenance and operation expenditures of the City for the coming year.

SECTION 2. City of Seagoville ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.68 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-45.39.

SECTION 3. All ad valorem taxes shall become due and payable on October 1, 2023, and all ad valorem taxes for the year shall become delinquent if not paid prior to February 1, 2024. There shall be no discount for payment of taxes prior to February 1, 2024. A delinquent tax shall incur all penalty and interest authorized by law, to wit:

- (a) A penalty of six percent (6%) on the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.
- (b) Provided, however, a tax delinquent on July 1, 2024, incurs a total penalty of twelve percent (12%) of the amount of delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at the rate of one percent (1%) for each month or portion of a month the tax remains unpaid. Taxes for the year 2023 and taxes for all future years that become delinquent on or after February 1 but not later than May 1, that remain delinquent on July 1 of the year in which they become delinquent, incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and 33.07, as amended. Taxes assessed against tangible personal property for the year 2023 and for all future years that become delinquent on or after February 1 of a year incur an additional penalty on the later of the date the personal property taxes become subject to the delinquent tax attorney's contract, or 60 days after the date the taxes become delinquent, such penalty to be in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 33.11. Taxes for the year 2023 and taxes for all future years that remain delinquent on or after June 1 under Texas Property Tax Code Sections 26.07(f), 26.15(e), 31.03, 31.031, 31.032 or 31.04 incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and Section 33.08, as amended.

SECTION 3. The Dallas and Kaufman County Tax Assessors/Collectors are hereby authorized to assess and collect the taxes of the City of Seagoville, Texas.

SECTION 4. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 5. The tax rolls as presented to the City Council, together with any supplements thereto, be and the same are hereby approved.

SECTION 6. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 7. All ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 8. This ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

UPON CALLING FOR A VOTE FOR APPROVAL OF THIS ORDINANCE, THE MEMBERS OF THE CITY COUNCIL VOTED AS FOLLOWS:

	Aye	Nay
Lackey Stepper Sebastian, Mayor (only in event of tie)		
Rick Howard, Councilmember-Place 1		
Jose Hernandez, Councilmember – Place 2		
Harold Magill, Councilmember – Place 3		
Allen Grimes, Councilmember –Place 4		
Jon Epps, Councilmember – Place 5		

WITH ___ VOTING “AYE” AND ___ VOTING “NAY”, AND AT LEAST 60% OF THE MEMBERS OF THE GOVERNING BODY VOTING IN FAVOR OF THE

ORDINANCE, THIS ORDINANCE IS DULY PASSED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ON THE 11TH DAY OF SEPTEMBER 2023.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
4894-9057-8302, v. 1

Regular Session Agenda Item: 16

Meeting Date: September 11, 2023

ITEM DESCRIPTION

FIRST READING - Discuss and consider approval of a Resolution of the City Council of the City of Seagoville approving the Economic Development Project between the Seagoville Economic Development Corporation and P.T. ATLAS Manufacturing, L.L.C., a Texas Limited Liability Company, as reflected in the terms and conditions of an Economic Development Incentive Agreement, which is attached hereto as Exhibit “A”, in the amount of three-hundred and seventy-five thousand dollars and zero cents (\$375,000.00); and providing for 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 conducted a public hearing to consider the Economic Development Incentive Agreement by and between SEDC and P. T. Atlas Manufacturing, L.L.C., a Texas limited liability company operating a commercial manufacturing facility located at 712A West Simonds Road in Seagoville, Texas, in an amount not to exceed \$375,000.00 for an upgrade to its existing facilities through installation of equipment that would allow Company to bring this production to the Property, which would result in creation of an additional twelve (12) jobs at the Property. After public hearing, the SEDC passed Resolution No. 2023-R-09 approving the Economic Development Incentive Agreement.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval

EXHIBITS: *(provided under the second reading)*

Resolution – approving Economic Development Incentive Agreement between SEDC and P. T. Atlas Manufacturing, L.L.C., a Texas limited liability company
Economic Development Incentive Agreement - between SEDC and P. T. Atlas Manufacturing, L.L.C., a Texas limited liability company

Regular Session Agenda Item: 17

Meeting Date: September 11, 2023

ITEM DESCRIPTION:

Discuss and consider a Resolution of the City Council of the City of Seagoville, TX revising the signatory authority of American National Bank.

BACKGROUND OF ISSUE:

The City of Seagoville is revising the signatory authority on its American National Bank accounts to add the following individual: Lackey Stepper Sebastian, Mayor and remove Dennis K. Childress.

The American National Bank of Texas (“Bank”) is hereby designated as a depository of the City of Seagoville, Texas (“City”) and a checking account or accounts shall be established in the name of the City with Bank, under and subject to the rules and regulations as from time to time are prescribed by Bank and wherein may be deposited any of the funds of the City whether represented by cash, checks, notes or other evidences of debt and from which withdrawals are hereby authorized in the name of the City upon the authorized signature of any two (2) of the following: (1) Lackey Stepper Sebastian, Mayor, (2) Gail French, Director of Finance, and (3) Patrick Stallings, City Manager.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Approval

EXHIBITS:

Resolution

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

RESOLUTION NO. _____

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

SECTION 1. The American National Bank of Texas (“Bank”) is hereby designated as a depository of the City of Seagoville, Texas (“City”) and a checking account or accounts shall be established in the name of the City with Bank, under and subject to the rules and regulations as from time to time are prescribed by Bank and wherein may be deposited any of the funds of the City whether represented by cash, checks, notes or other evidences of debt and from which withdrawals are hereby authorized in the name of the City upon the authorized signature of any two (2) of the following: (1) Lackey Stepper Sebastian, Mayor, (2) Gail French, Director of Finance, and (3) Patrick Stallings, City Manager. Endorsements for deposit may be by written or stamped endorsement of the City without designation of the party making the endorsement.

SECTION 2. Upon the authorized signature of any two (2) of the following: (1) Lackey Stepper Sebastian, Mayor, (2) Gail French, Director of Finance, and (3) Patrick Stallings, City Manager, the City may from time to time borrow money in the name of the City from the Bank and give the City’s notes or other evidences of indebtedness therefor, in such amounts and for such time and rate of interest as may be designated on said notes or other evidences of indebtedness or as may be the Bank’s custom, and any of said persons may secure the payment of any or all indebtedness and obligations of the Municipality to Bank by the execution and delivery for and on behalf of the City of deeds of trust, assignments, chattel mortgages, separate collateral agreements, pledge agreements, loan agreements and other security agreements as well as any other agreement that may be required by the Bank, whether similar to any of those enumerated or not, which said agreements or instruments may, among other things, pledge, encumber, convey or cover any or all properties of the City including bills, notes, accounts receivable, stocks, bonds, real estate and personal property, as well as any other property and assets of the City, whether similar to those enumerated or not, and the notes, bills, accounts, certificates of deposit and other receivables and instruments owned by the City may be transferred to said Bank for rediscount or for purchase or for collection on the endorsement of any of said persons; and any of said persons shall have authority to waive demand, protest and notice of protest or dishonor of any check, note, bill, draft, or other instrument made, drawn or endorsed by the City.

SECTION 3. Bank is hereby authorized to honor any and all withdrawals of the City’s funds payable to the authorized officer or agent signing, or countersigning the same, or payable to Bank, whether such withdrawals are presented for cash or for credit to any account and Bank need make no inquiry concerning any such item.

SECTION 4. The City Secretary shall certify to Bank the names of the persons authorized hereunder, and shall from time to time hereafter, as changes in the persons authorized hereunder are made, immediately certify in writing such changes to Bank, and Bank shall be fully protected in relying on such written certification of the City Secretary and shall be indemnified and saved harmless from any claims, demands, expenses, losses or damages resulting from or growing out of honoring the signature of any persons so certified or refusing to honor any signature not so certified.

SECTION 5. Bank is hereby authorized and requested to continue to rely upon this Resolution and the authority granted herein until written notice of any amendment, change or revocation has been delivered to the Cashier of Bank and until he shall have acknowledged receipt of the same in writing, receipt of any such notice shall not affect any action taken by Bank prior to the execution by the Cashier of Bank of such written acknowledgment, no such amendment, change or revocation being effective until said Cashier has signed such receipt.

SECTION 6. This Resolution and the authority herein granted shall pass and inure to any successor or to the assigns of Bank.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS ON THIS THE 11TH DAY OF SEPTEMBER 2023.

APPROVED:

Lackey Stepper Sebastian, Mayor

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney

ATTEST:

I, Sara Egan, City Secretary of the City of Seagoville, Texas, a municipality duly organized and existing under the laws of the State of Texas, do hereby certify that I am keeper of the records and minutes of the proceedings of the City Council of the City of Seagoville, Texas and that on the 11th day of September, 2023 there was duly and legally held a meeting of said City Council, at which a quorum of the City Council was present and acting throughout, and at said meeting the resolution set forth above, Resolution No. _____, was adopted.

I further certify that the following are the names and the true and official names and signatures of all persons authorized to sign for and on behalf of the City of Seagoville, Texas with regard to the matters set forth in Resolution No. _____:

Lackey Stepper Sebastian _____

Patrick Stallings _____

Gail French _____

IN WITNESS WHEREOF, I have hereunto set my hand as City Secretary of the City of Seagoville, Texas and have attached hereto the official seal of the City this 11th day of September 2023.

(S E A L)

Sara Egan, Secretary

Regular Session Agenda Item: 18

Meeting Date: September 11, 2023

ITEM DESCRIPTION

Discuss and consider approval of a Resolution of the City Council of the City of Seagoville, Texas, approving and ratifying the Seagoville Economic Development Corporation project for consulting services associated with the planning and design services for a restaurant and parking addition at 102 and 103 N. Kaufman Street with Studio HMA, LLC, for compensation in an amount not to exceed forty-seven thousand two hundred fifty-one dollars and zero cents (\$47,251.00); and providing an effective date.

BACKGROUND OF ISSUE:

The Seagoville Economic Development Corporation (“SEDC”) is the owner of property located at 101 and 103 N. Kaufman St., Seagoville, Texas. It has been determined that development of the properties to support a restaurant and additional parking in the 100 block of North Kaufman in the downtown area will retain, promote, or develop new or expanded business enterprises and constitutes a “project” as that term is defined in the Development Corporation Act, Chapter 501-505, Texas Local Government Code. The Executive Director has negotiated an agreement with Studio HMA, LLC for said services for the total contract price of \$47,251.00.

At the regular meeting of the SEDC on August 24, 2023, the SEDC approved Resolution No. 2023-R-10 approving said consulting agreement.

FINANCIAL IMPACT:

47,251.00

RECOMMENDATION:

Staff recommends approval

EXHIBITS

Resolution
Agreement

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ____-R-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AND RATIFYING THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION PROJECT FOR CONSULTING SERVICES ASSOCIATED WITH THE PLANNING AND DESIGN SERVICES FOR A RESTAURANT AND PARKING ADDITION AT 102 AND 103 N. KAUFMAN STREET WITH STUDIO HMA, LLC, FOR COMPENSATION IN AN AMOUNT NOT TO EXCEED FORTY-SEVEN THOUSAND TWO HUNDRED FIFTY-ONE DOLLARS AND ZERO CENTS (\$47,251.00); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (“SEDC”) owns property located in the 100 block of N. Kaufman, Seagoville, Texas; and

WHEREAS, the SEDC desires to engage Studio HMA LLC to provide consulting services and deliver design and architectural plans for layout options and finish-out of 103 N. Kaufman as a restaurant and for additional parking at 102 N. Kaufman; and

WHEREAS, the Executive Director has negotiated an agreement with Studio HMA, LLC for said services for the total contract price of \$47,251.00; and

WHEREAS, the Board of Directors has determined that development of the property to support a restaurant and additional parking in the downtown area will retain, promote, or develop new or expanded business enterprises and constitutes a “project” as that term is defined in the Development Corporation Act, Chapter 501-505, Texas Local Government Code;

WHEREAS, at the regular meeting of the SEDC on August 24, 2023, the SEDC approved Resolution No. 2023-R-10 approving said consulting agreement; and

WHEREAS, based on the foregoing, the City Council has determined that the consulting services for the planning and design of a restaurant and parking addition is a qualifying Project as defined by state law and that approving and ratifying the action of the SEDC with regard to the same promotes economic development and is in the best interest of the City and should therefore be approved.

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

SECTION 1. The City Council hereby determines that the consulting services for the planning and design of a restaurant and parking addition is a qualifying Project as defined by state law and further hereby approves and ratifies the SEDC action of engaging the consulting services of Studio HMA, LLC, for total compensation in an amount not to exceed forty-seven thousand

two hundred fifty-one dollars and zero cents (\$47,251.00), as set forth in the Consulting Service Agreement, attached hereto and incorporated herein by this reference as Exhibit “A”, and further hereby ratifies and authorizes the execution by the Board’s Executive Director of disbursement of funds and execution of said Agreement.

SECTION 2. All resolutions of the City of Seagoville in conflict with the provisions of this 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 judgement 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 in accordance with State law and it is accordingly resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 11th day of September, 2023.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
4875-2102-5150, v. 1

EXHIBIT A
[Studio HMA Consulting Services Agreement]

4875-2102-5150, v. 1



Consulting Service Proposal

With Standard Terms and Conditions

Seagoville Restaurant and Parking Addition



August 16, 2023

Patrick Stallings
702 N. Hwy. 175
Seagoville, TX 75159
PStallings@seagoville.us
972-287-2050

Re: **CONSULTING SERVICE PROPOSAL WITH STANDARD TERMS AND CONDITIONS**

Project: Seagoville Restaurant and Parking Addition

Dear Mr. Stallings,

Thank you for the opportunity to submit this Consulting Service Proposal with Standard Terms and Conditions. This document confirms recent discussions we've had concerning the services that Studio HMA will perform for the City of Seagoville regarding the Restaurant and Parking addition at 702 N. Hwy. 175, Seagoville, TX 75159, the compensation you will pay and the terms governing our relationship. With your signature below, this document will form a contract ("**Agreement**") between the City of Seagoville (referred to as "**Client**") and Studio HMA LLC (referred to as "**Studio HMA**").

This Agreement incorporates by reference Exhibit-A: Compensation, Services & Schedule dated August 16, 2023, Exhibit-B: Standard Terms and Conditions dated August 16, 2023, Exhibit-C: Fee schedule, and Exhibit-D: Preliminary Layout Options, dated August 16, 2023. Following execution of this agreement, Studio HMA will perform the Services described in Exhibit-A and Client will pay the Compensation described in Exhibit-A. The terms stated in Exhibit-B will govern the performance of Services, payment of Compensation, and all other matters between our organizations related to the Project.

This Proposal is valid for only thirty (30) days from the date above. Please indicate your acceptance of the foregoing by your signature below and return to my attention a signed copy of this Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Dardan Hoxha".

[Dardan Hoxha, Principal]

Enclosure: Exhibit-A, Compensation, Services & Schedule
Exhibit-B, Standard Terms and Conditions
Exhibit-C, Fee Schedule
Exhibit-D, Preliminary Layout Options

Accepted for Client:

By:

(Signature)

(Printed Name)

EXHIBIT-A COMPENSATION, SERVICES & SCHEDULE

Dated: August 16, 2023

A1.0 PROJECT INFORMATION

A1.1 **“Project Information”** means the information stated in this Article and forms the basis of the Services, Compensation and Schedule stated in this Exhibit. If the Project Information is modified, the Services, Schedule and/or Compensation will be adjusted as necessary to accommodate the change.

A1.2 **“Project”** is described as:

It is our understanding that the City of Seagoville intends to develop documentation for interior finish-outs of a restaurant in an existing building located at 103 N Kaufman St, Seagoville, TX 75159. Additionally, they city intends on providing additional parking at 102 N Kaufman St, Seagoville, TX 75159.

Documentation will be delivered in two phases. Phase 1: Architectural Tenant Improvements (Restaurant drawings) and Phase 2: Parking Addition: reference Exhibit-C.

Additional interim milestone planning and design presentations to the Client team are included in the scope of work. These presentations are anticipated to be comprehensive reviews of project progress to date. A maximum of three such presentations are included for the entirety of the project.

A1.3 **“Project Site”** means the physical location of the Project as follows:
103 N Kaufman St, Seagoville, TX 75159 & 102 N Kaufman St, Seagoville, TX 75159

A1.4 **“Subconsultants”** are third parties retained by Studio HMA to perform a portion of the Basic Services under this Agreement..

A2.0 COMPENSATION

A2.1 **“Basic Compensation”** is the fee Client will pay Studio HMA for performing Basic Services as follows:

The stipulated sum of: **Forty-seven thousand two hundred fifty-one US dollars (\$ 47,251.00)** distributed on the proposed schedule referenced in Exhibit-C attached.

A2.2 **“Additional Compensation”** is the additional fee Client will pay Studio HMA for performing Additional Services described under Section A3.2. Additional Compensation will be mutually agreed to in writing by Studio HMA and Client. In the absence of mutual agreement, Additional Compensation for Studio HMA is determined by multiplying the number of hours required to perform Additional Services, multiplied by the applicable Hourly Billing Rates stated in Section A2.3. Additional Compensation for a Subconsultant is determined by multiplying the number of hours required to perform Additional Services, multiplied by the applicable hourly rate stated in the contract between Studio HMA and the Subconsultant.

A2.3 **“Hourly Billing Rates”** are the billing rates for Studio HMA personnel stated below and the billing rates specified in Studio HMA’s contracts with its Subconsultants. Hourly Billing Rates are adjusted annually in accordance with Studio HMA's normal review practices.

Billable Employee:	Hourly Billing Rate:
Principal	\$200
Architect	\$140
Design Professional	\$90

- A2.4 **“Reimbursable Expenses”** are paid in addition to Compensation at the rate of one (1.10) times the actual cost of Reimbursable Expenses. Reimbursable Expenses include any expense reasonably incurred by Studio HMA and/or its Subconsultants in performance of this Agreement. Reimbursable Expenses include, but are not limited to, the following:
1. Fees paid for securing approval of authorities having jurisdiction over the Project.
 2. Expense of reproduction, transmission, postage and handling of Drawings, Specifications and other documents.
 3. Expense of renderings, models and mock-ups requested by Client; and
 4. Any other fee, cost or expense reasonably incurred by Studio HMA and/or its Subconsultants in the performance of Services under this Agreement.

A3.0 SERVICES

- A3.1 **“Basic Services”** consist of those described below and include the Basic Services of the Subconsultants identified in Section A1.4.

Studio HMA will serve as architect for the project under the direction of the owner and in close coordination with consultants will provide drawings necessary to bid, permit and construct the project in question.

Program summary: This project encompasses the interior enhancement of a restaurant to create an inviting dining space through upgraded lighting, seating, flooring, and décor while adhering to safety codes. Additionally, a weather-resistant outdoor patio will be integrated for seasonal dining, complementing the restaurant's aesthetic. Parking facilities will also be expanded to accommodate increased patronage, featuring efficient layout while aligning with local regulations and enhancing the overall dining experience.

- A3.2 **“Additional Services”** are services Studio HMA and/or its Subconsultants are qualified to perform but are not specifically identified as Basic Services or Excluded Services in this Exhibit. Studio HMA will perform Additional Services if requested by the Client or if otherwise required for the Project. Upon recognizing the need to perform the following Additional Services, Studio HMA will notify Client with reasonable promptness and explain the facts and circumstances giving rise to the need. Additional Services include, but are not limited to, the following:

- .1 Services required to revise Drawings, Specifications or other documents necessitated by:
 - .1 A change in the Project Information, previous instructions of the Client or approvals given by the Client.
 - .2 The enactment or revision of codes, laws, or regulations subsequent to commencement of Services under this Agreement.
 - .3 Client’s failure to provide timely decisions, approvals, or information; or
 - .4 Material changes in the Project including, but not limited to design consultant team, size, quality, complexity, the schedule, or budget.
- .2 Providing services of design consultants other than the Basic Services performed by the Subconsultants identified in the Project Information.
- .3 Providing services designated in other parts of this Agreement as Additional Services
- .4 If Basic Services are not completed within the time stated in Exhibit-A, through no fault of Studio HMA, Basic Compensation will be adjusted as necessary to compensate Studio HMA and its Subconsultants for the additional time required to complete Basic Services.
- .5 Provide administration of the Contract between the Owner and the Contractor.
- .6 Advise and consult the Owner during the Construction Phase of the Project.

A3.3 **“Excluded Services”** are not required of Studio HMA or its Subconsultants, unless otherwise agreed to in writing by Studio HMA and the Client. Excluded Services consist of any service outside of Studio HMA’s expertise and/or not ordinarily furnished in accordance with generally accepted practices of other design professionals performing services similar to those under this Agreement. Excluded Services include, but are not limited to, the following:

- .1 Landscape design.
- .2 Parking lighting.
- .3 Services related to the detection, removal, disposal or otherwise rendering harmless Hazardous Materials.
- .4 Geotechnical engineering and soil analysis.
- .5 Cost estimating, quantity surveying and other similar services.
- .6 Asbestos testing if required by AHJ
- .7 Accessibility Review
- .8 Professional / media quality renderings (photorealistic).
- .9 Professional quality display models.
- .10 Reviewing of Shop drawings, submittals or RFIs.
- .11 Construction inspection and testing.

A4.0 SCHEDULE

“Schedule” is the time period(s) for performing the Basic Services as follows:

It is understood that the owner’s intent is to arrive at a fully coordinated, complete design in as short a time period as is practical. Studio HMA confirms that it will meet (or improve) the proposed schedule.

[END OF EXHIBIT – A]

EXHIBIT-B STANDARD TERMS AND CONDITIONS

Dated: August 16, 2023

B1.0 AGREEMENT

B1.1 This Agreement constitutes the entire contract between Studio HMA and Client for consulting services and supersedes all prior and contemporaneous communications, representations, and contracts, oral and written, with respect to its subject matter. Client warrants to Studio HMA that in entering this Agreement, it is not relying on any earlier representations made by or on behalf of Studio HMA.

B2.0 SERVICES

B2.1 “**Services**” refers to all Basic and Additional Services as follows:

- .1 Basic Services. Studio HMA will perform the Basic Services described in Exhibit-A.
- .2 Additional Services. Studio HMA will perform the Additional Services described in Exhibit-A if requested by the Client or if otherwise required for completion of the Project.
- .3 Excluded Services. Studio HMA has no obligation to perform any Excluded Services described in Exhibit-A, unless otherwise agreed to in writing by Studio HMA and Client.

B2.2 Standard of Care. Studio HMA has a duty to perform Services with reasonable standards of care, skill and diligence ordinarily required of other professionals performing the same or similar services on projects of similar size and complexity.

B2.3 Studio HMA shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall Studio HMA be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. Studio HMA shall not have control over or charge of, and shall not be responsible for, acts of omissions of the Contractor or of any other persons or entities performing portions of the Work.

B3.0 COMPENSATION

B3.1 “**Compensation**” refers to all Basic and Additional Compensation as follows:

- .1 Basic Compensation. For performance of Basic Services, Client pays Studio HMA the Basic Compensation stated in Exhibit-A.
- .2 Additional Compensation. For performance of Additional Services, Client pays Studio HMA the Additional Compensation stated in Exhibit-A.
- .3 Reimbursable Expenses. In addition to Compensation, Client pays all Reimbursable Expenses described in Exhibit-A.

B4.0 SCHEDULE

B4.1 “**Schedule**” refers to the time period stated in Exhibit-A for performance of the Services. Studio HMA will perform the Services in accordance with the Schedule described in Exhibit-A or, in the absence of a Schedule, within a reasonable time period. The Schedule will not be exceeded by Studio HMA or Client, except for reasonable cause and the time periods stated in the Schedule. The Schedule will extend automatically to accommodate any delay caused by Force Majeure and/or any circumstance beyond the reasonable control of a party.

B5.0 PAYMENTS

B5.1 Time Period for Payment. Client has a duty to pay within seven (7) days following the date of the invoice.

B5.2 Method of Payment. All payments will be by check, made payable to "Studio HMA"

Withholding Payments. No deductions will be made from Compensation or Reimbursable Expenses on account of claims of penalty, liquidated damages, taxes, or errors or omissions in performance of Services by Studio HMA and its Subconsultants.

B6.0 SUBCONSULTANTS

B6.1 Unless specifically stated to the contrary in Exhibit-A, the services of third-party design professionals ("Subconsultants") is not included in Studio HMA's Services or Compensation. If Studio HMA and Client agree in writing that Studio HMA will retain any Subconsultants under this Agreement, Client will pay Studio HMA Additional Compensation at the rate of one and ten one hundredth (1.10) times the actual fees charged by such Subconsultants.

B7.0 CHANGE

B7.1 Modification of the terms and conditions of this Agreement will occur only by written instrument signed by both Studio HMA and Client. No subsequent agreement between Studio HMA and Client is binding on either party unless reduced in writing and signed by both parties' authorized representatives.

B8.0 CLIENT RESPONSIBILITIES

B8.1 Client Requirements. Client will provide full services, data, decisions, directions, approvals, and other information required by Studio HMA for performance of the Services including, but not limited to, information related to Client's requirements, needs, goals, objectives, schedule, budget, financial expectations, constraints, limitations, performance criteria, standards, expectations, relationships, flexibility, expandability, systems, personnel, processes, site and other relevant criteria.

B8.2 Existing Facility Analysis. If the Services involve analysis of existing facilities, Client will provide as-built/ record drawings, floor plans, diagrams, lay-outs, specifications, and other documentation relevant to such facility. Client has a duty to notify Studio HMA of any conditions beyond those which are apparent by non-intrusive observations of the existing facility. Studio HMA has no obligation to perform destructive testing or investigate concealed or unknown conditions.

B8.3 Land Use Analysis. If the Services involve land use analysis, Client will furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, as well as a written legal description of the site. The surveys and legal information include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey will be referenced to a Project benchmark. Client will provide all such services, data, decisions, directions, approvals and other information at no cost to Studio HMA and in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services.

B8.4 Sufficiency of Information. Studio HMA is entitled to rely on the accuracy and completeness of all services, data, decisions, directions, approvals, and other information furnished by Client under this Agreement. Client has a duty to notify Studio HMA in writing if it becomes aware of any inaccuracy in the information furnished to Studio HMA during performance of the Services.

B8.5 Client's Other Consultants. Client will furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by Studio HMA.

B8.6 Meeting Facilities. Client will provide appropriate facilities for meeting and conferring with Client and Client's personnel to the extent required to complete the Services.

B9.0 DELIVERABLES

B9.1 The drawings, specifications and other documents prepared by Studio HMA under this Agreement ("Deliverables") are instruments of service for use solely with respect to the purpose for which they are prepared. Studio HMA is the author of the Deliverables and retains all common law, statutory and other reserved rights, including all copyrights thereto.

The Client may retain copies, including reproducible copies, of the Deliverables for information and reference. The Deliverables will not be used by the Client or others for purposes unrelated to this Agreement without Studio HMA's prior written consent. In the event of any unauthorized reuse of the Deliverables by or through the Client, the Client will indemnify, defend, and hold Studio HMA harmless from any and all claims, causes, damages, losses, liability and expenses, including but not limited to attorney's fees arising out of said use. Client will give prompt written notice to Studio HMA if Client becomes aware of any deficiency in the Deliverables.

B10.0 TERMINATION AND SUSPENSION

- B10.1 Termination. Either party may terminate this Agreement on the seventh (7th) calendar day following written notice of termination for cause or for convenience. Client will pay Compensation and Reimbursable Expense incurred on or before the effective date of termination plus reasonable costs incurred by Studio HMA as a result of termination. Studio HMA will submit a final invoice through the effective date of termination which Client will pay in accordance with this Agreement.
- B10.2 Suspension for Non-payment. Failure by Client to make payments as required by this Agreement is substantial nonperformance and cause for either termination or suspension. If Client fails to timely pay Studio HMA amounts due, Studio HMA may upon seven (7) days prior written notice to Client suspend performance of services under this Agreement. Suspension automatically takes effect on the eighth (8th) day following the date of notice required by this Section. Studio HMA may terminate this Agreement if a suspension under this Section exceeds thirty (30) consecutive days.
- B10.3 Payment upon Termination or Suspension. Client must pay all Compensation and Reimbursable Expenses incurred prior to the date of termination or suspension. If the Project is suspended, Compensation will be equitably adjusted to provide for reasonable fees, costs and expenses incurred in the interruption and resumption of Services when the Project is resumed. Studio HMA has no obligation to recommence Services following suspension until each account with Client is brought current.

B11.0 DISPUTE RESOLUTION

- B11.1 The following definitions apply: (1) "**Applicable Law**" means the laws of the state/province and country with jurisdiction over the Studio HMA office designated in the preamble to this Agreement; (2) "**Dispute**" means any controversy, claim, cause of action, demand or other dispute arising out of or relating to this Agreement or the Project; (3) "**Forum**" means the American Arbitration Association ; (4) "**Rules**" mean the construction industry rules of the Forum, current on the earliest date notice of a Dispute is given or received by a party; and (5) "**Venue**" means the city, state/province and country of the Studio HMA office designated in the preamble to this Agreement.
- B11.2 Applicable Law, Venue & Jurisdiction. Applicable Law controls the interpretation and performance of this Agreement, exclusive of any conflict of law provisions. Venue is the place where all mediation, arbitration, litigation and other dispute resolution proceedings under this Agreement will occur and the courts of this location have exclusive jurisdiction over any litigation proceedings related to this Agreement. Studio HMA and Client mutually submit to personal jurisdiction of such courts.
- B11.3 Disputes. Any controversy, claim, cause of action, demand or other dispute arising out of or relating to this Agreement (collectively "Disputes") must be referred to voluntary, nonbinding mediation to be conducted by a mutually acceptable mediator as a condition precedent to arbitration or litigation in accordance with this Article.
- B11.4 Arbitration. Disputes which are not resolved through mediation and the total amount in controversy between Studio HMA and Client (exclusive of attorneys' fees) is equal to or less than USD 100,000 are finally resolved by arbitration administered by the Arbitration Forum in accordance with the Rules, except to the extent otherwise provided in this Agreement. A demand for arbitration must be filed in writing with the other party and with the Arbitration Forum and made within a reasonable time after the events, conditions or circumstances giving rise to the Dispute occur; provided, however, in no event will the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations. Studio HMA and Client will mutually agree to an arbitrator within ten (10) days following a party's demand for arbitration or, if the parties are unable to agree within such time period, the Arbitration Forum will appoint an arbitrator in accordance with the Rules. Arbitration proceedings will commence no more than thirty (30) days from the date the arbitrator is appointed. No arbitration arising out of or relating to this Agreement will include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent of Studio HMA and Client. The award rendered by the arbitrator is final, and judgment may be entered upon it in accordance with the

prevailing arbitration law governing enforcement of arbitrational awards in any court having jurisdiction over the assets of a party. Every agreement to arbitrate is specifically enforceable in accordance with Applicable Law in any court having jurisdiction over the party against whom enforcement is sought.

B11.5 Litigation. Disputes which are not resolved through mediation and the total amount in controversy between Studio HMA and Client (exclusive of attorneys' fees) is greater than USD 100,000 are finally resolved by litigation in any federal, state or provincial court of competent jurisdiction residing in the Venue. Studio HMA and Client mutually submit to personal jurisdiction of such courts.

B11.6 Agreed Remedies. **Client and Studio HMA mutually agree to waive all rights against each other for consequential and indirect damages of every kind resulting from the performance or non-performance of this Agreement or related in any way to the Project. Consequential damages include, by way of example and not limitation, damages resulting from loss of use, profit, financing, future business, rent and reputation; hold over costs; and other speculative damages not directly caused by the negligence or breach of contract of a party to this Agreement. Subject to this waiver, Studio HMA's total aggregate liability to Client for any and all damages resulting from this Agreement and the Project will never exceed the lesser of: (1) the aggregate compensation paid to Studio HMA on the date the events giving rise to the claim for damages occur; or (2) the maximum sum of Ten Thousand United States Dollars (USD 10,000).**

B12.0 MISCELLANEOUS

B12.1 Mutually Binding. Client and Studio HMA, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Client nor Studio HMA may assign this Agreement without the written consent of the other.

B12.2 Severability. If any provision or part of a provision of this Agreement is determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable law or court order, such determination will not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of this Agreement, which remain in full force and effect as if the unenforceable provision or part were deleted.

B12.3 No Waiver. The failure of either party to insist, in any one or more instances, on the performance of any obligation or right under this Agreement does not constitute a waiver or relinquishment of such obligation or right with respect to future performance.

B12.4 Notices & Representatives. Notices are sufficient if in writing and delivered by hand, email or by regular mail to the authorized representative of the other party; notices sent by regular mail will also be transmitted by facsimile or email at the time of mailing. Unless otherwise designated in writing, the signatories to this Agreement are the parties' authorized representative for all purposes.

[END OF EXHIBIT – B]

EXHIBIT-C

FEE SCHEDULE

Dated: August 16, 2023

FEE SCHEDULE - STUDIO HMA LLC : SEAGOVILLE RESTAURANT & PARKING		
Discipline:	Included Services	Fee:
MEP	MEP drawings for the interior finish out of the restaurant. Assumes all utilities are existing and provided to building. Electrical and Mechanical COMChecks	\$ 3,000
Structural	Garage Door opening support.	\$ 2,000
	Patio Structural Design	\$ 5,000
Architecture (Basic Services)	Conceptual Site plan Demolition Plan Handicap Details Floor Plan Enlarged Restroom Plans Ceiling Plan Furniture & Fixture Plan Details	\$ 6,500
	Patio Additon Drawings and Details	\$ 2,500
(Additional Services)	Exterior Elevations	\$ 1,200
	Building Envelope COMchecks	\$ 500
	TDLR Registration	\$ 175
	TAS Plan Review & Inspection	\$ 900
Civil (Parking Addition)	Site Plan Development	\$ 2,000
	Boundary Survey	\$ 2,276
	Topographical Survey	\$ 2,000
	Plat Services	\$ 4,000
	Set Monumentation	\$ 200
	Engineering Services - Drainage Study	\$ 4,000
	Civil Engineering - CDs	\$ 9,000
	Meeting and Site Visits	\$ 2,000
Total Basic Services of Studio HMA, LLC		\$ 47,251

Footnotes:

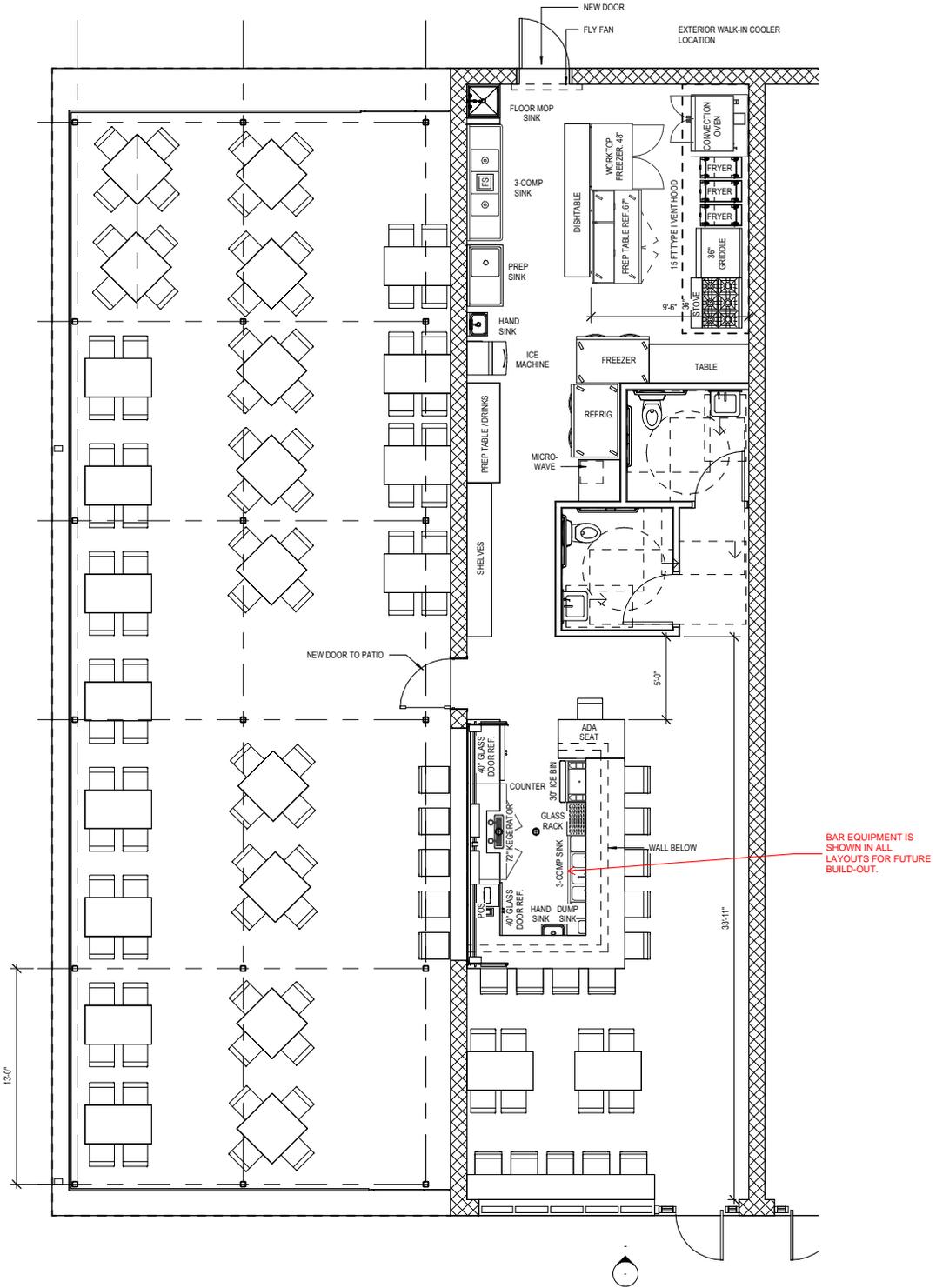
1. Services to be invoice on a percentage completion basis. With 25% of fee due at initiation of project. 25% at approval of design layout. 50% at completion of Construction Documents.
2. Fee assumes 2 months for final delivery. 2 Weeks for layout/design, 6 weeks for production of documentation.
3. Fees do not include any Code Modification Request or Engineering Judgements.
4. This package of services does not include providing any bid negotiations, construction contract administration services, mockup structures, nor providing any "as-built" sets of drawings at the completion of construction.
5. This proposal also does not contemplate providing any service to submit the plans to government or regulating agencies to receive entitlements, permits or licenses except in providing to Owner drawings and data as necessary to support the Owner in obtaining such necessary entitlements and permits.

Services Not Included:

Renderings, color elevations, marketing presentations, investor packages, building survey, inspection, or existing conditions assessment. Asbestos survey. Interior Finish selection, food service equipment drawings, cost estimating, quality surveying and other similar services, Fire sprinkler and alarm drawings, Permit and impact Fees, printing/plotting, construction inspection and testing.

EXHIBIT-D PRELIMINARY LAYOUT OPTIONS

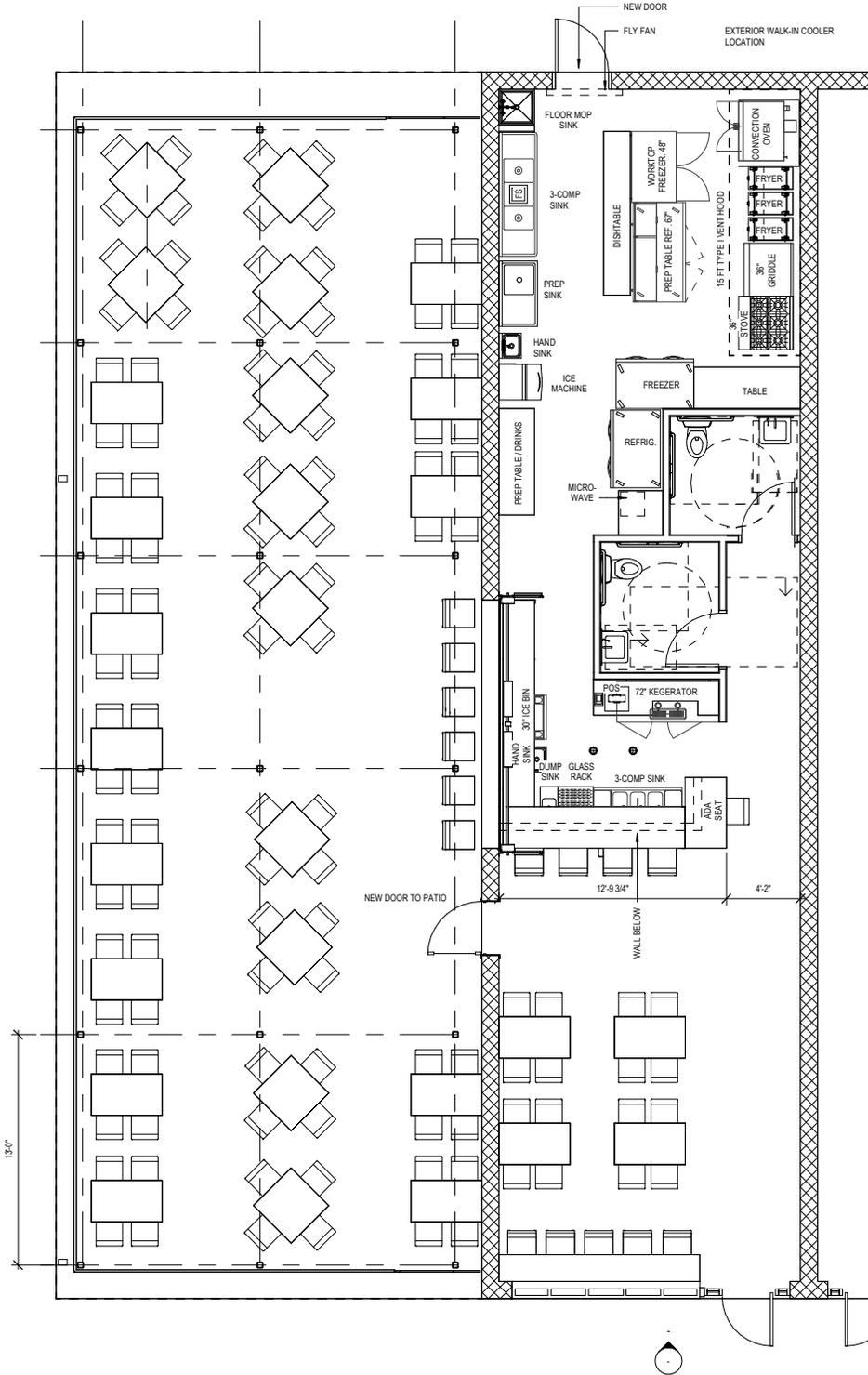
Dated: August 16, 2023



1 FLOOR PLAN OP.1

EXHIBIT-D PRELIMINARY LAYOUT OPTIONS

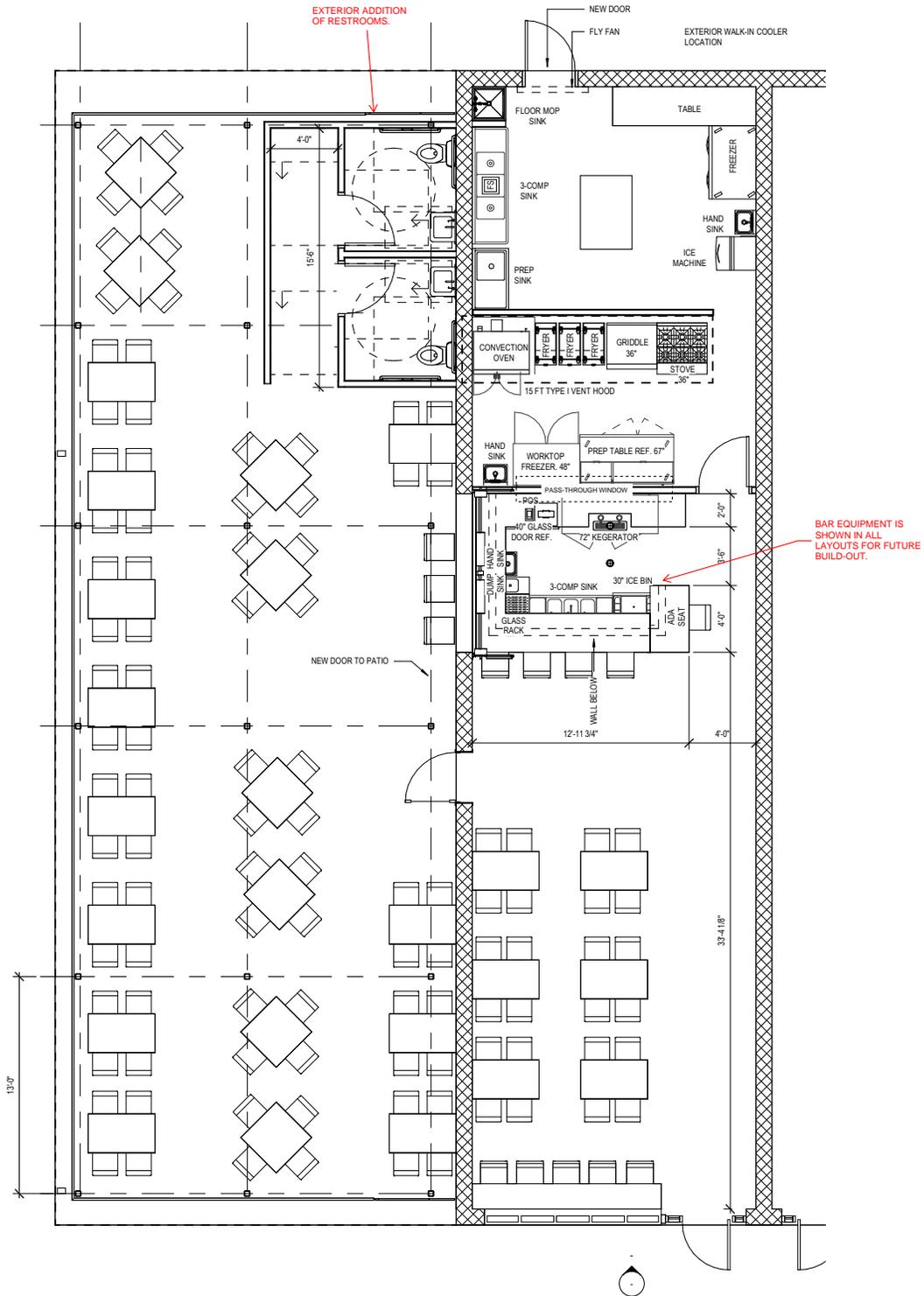
Dated: August 16, 2023



2 FLOOR PLAN OP. 2

EXHIBIT-D PRELIMINARY LAYOUT OPTIONS

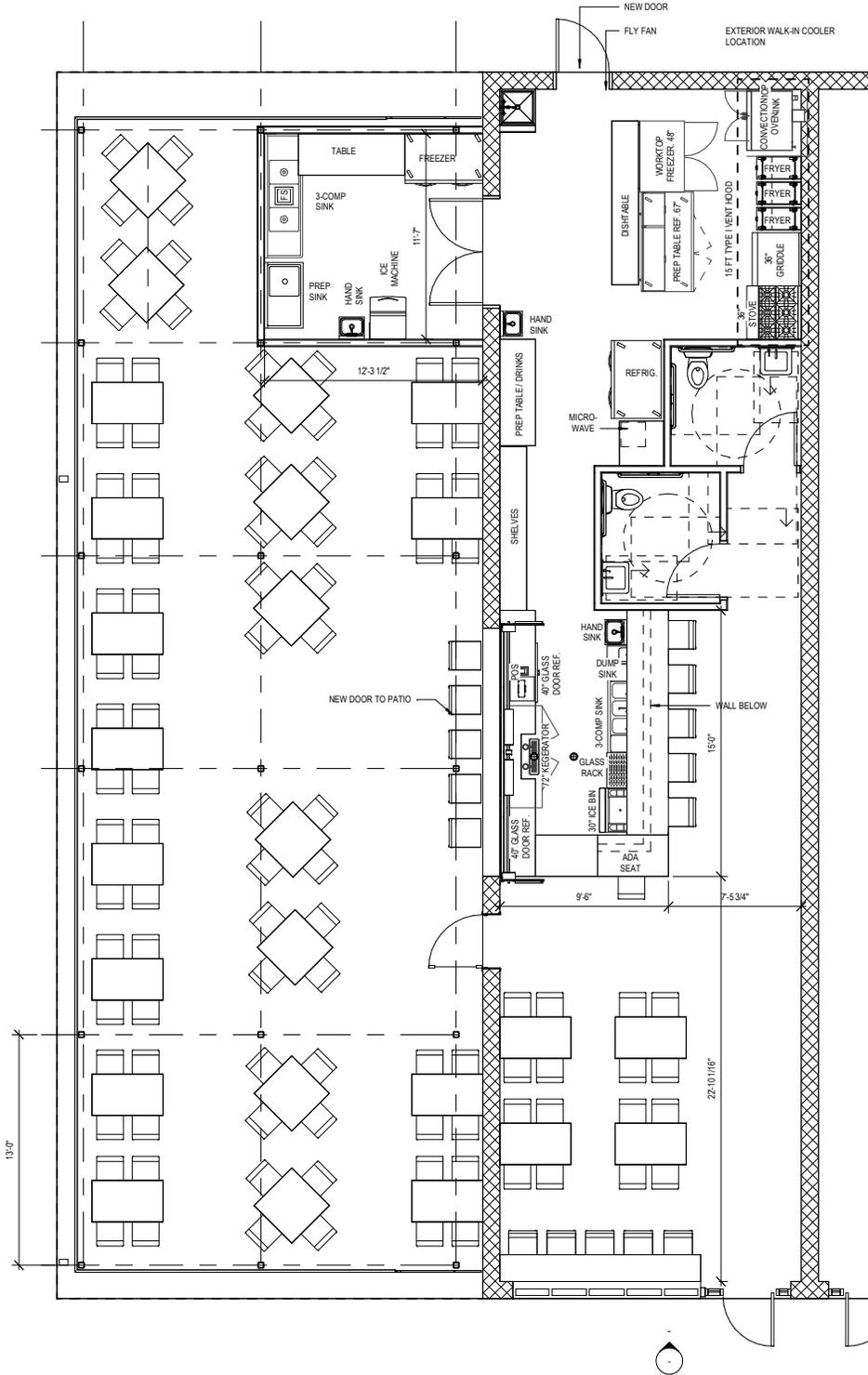
Dated: August 16, 2023



3 FLOOR PLAN OP.3

EXHIBIT-D PRELIMINARY LAYOUT OPTIONS

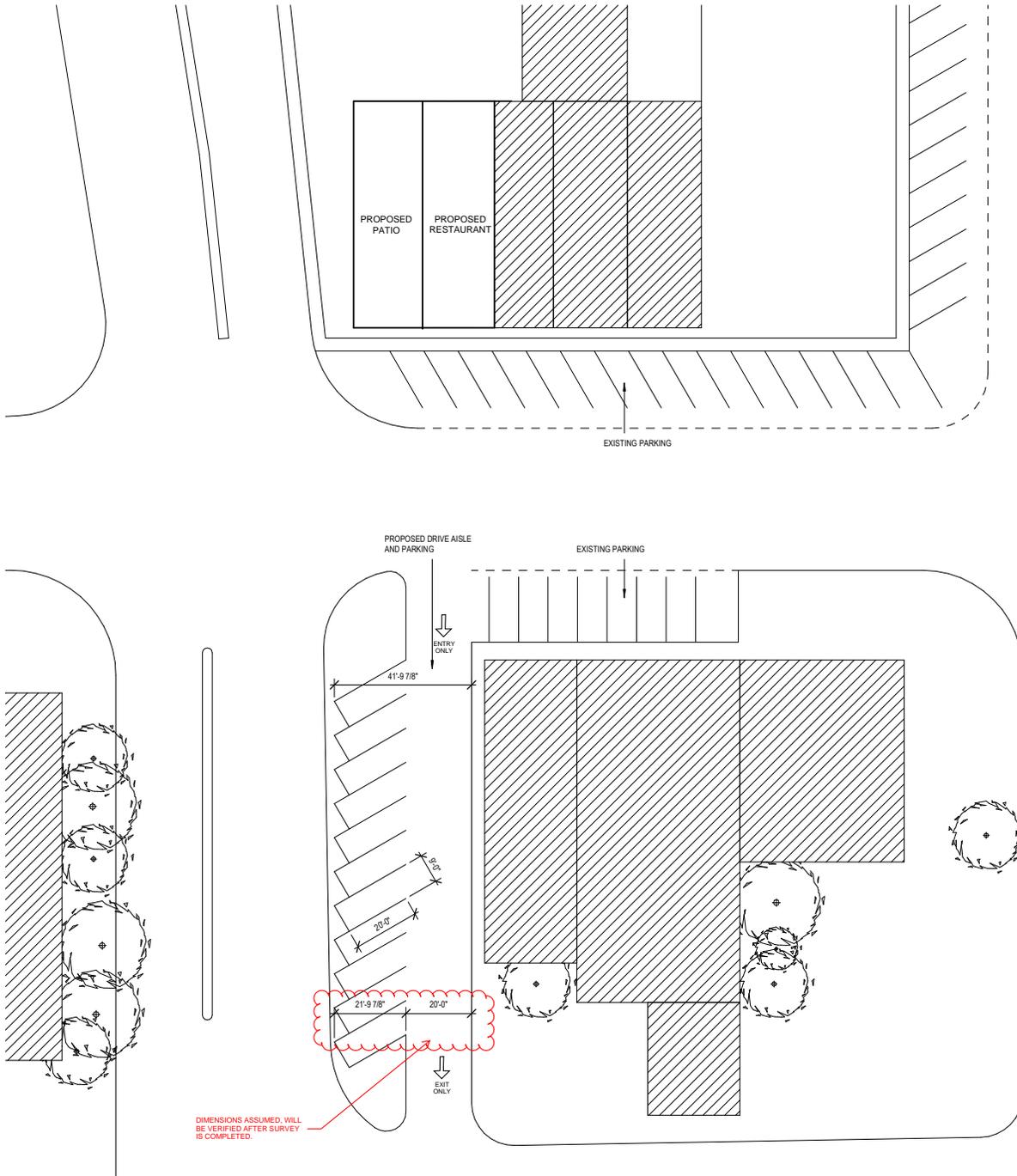
Dated: August 16, 2023



4 FLOOR PLAN OP. 4

EXHIBIT-D PRELIMINARY SITE (PARKING) LAYOUT

Dated: August 16, 2023



Regular Session Agenda Item: 19

Meeting Date: September 11, 2023

ITEM DESCRIPTION:

Discuss and consider approving a Resolution nominating a candidate to be a member of the Board of Directors of the Dallas Central Appraisal District.

BACKGROUND OF ISSUE:

The Chief Appraiser of the Dallas Central Appraisal District has been charged with the responsibility of conducting the election process to determine the membership of the Board of Directors of the Dallas Central Appraisal District, according to the Property Tax Code of Texas. Each of the incorporated cities and towns, except for City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as a member of the Board of Directors. The said cities and towns shall, from among the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, a member of the Board of Directors.

Michael Hurtt is the current city representative on the board and according to the Chief Appraiser's Office is seeking to continue to serve. Mr. Hurtt has been nominated in the last two nominations by the City Council.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Resolution
Dallas Central Appraisal District Memo

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, NOMINATING
_____ AS A CANDIDATE TO BE A MEMBER OF THE BOARD OF
DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT**

WHEREAS, The Chief Appraiser of the Dallas Central Appraisal District has been charged with the responsibility of conducting the election process to determine the membership of the Board of Directors of the Dallas Central Appraisal District, according to the Property Tax Code of Texas; and

WHEREAS, each of the incorporated cities and towns, except for City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as a member of the Board of Directors; and

WHEREAS, the said cities and towns shall, from among the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, a member of the Board of Directors.

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

THAT the Council of the City of Seagoville, Texas does hereby nominate _____ as a candidate to be a member of the Board of Directors of the Dallas Central Appraisal District.

DULY PASSED AND APPROVED this 11th day of September, 2023.

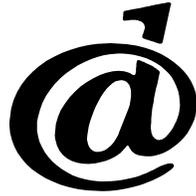
APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

SEAL:



**Dallas Central
Appraisal District**

Date: August 16, 2023

To: Suburban Cities Mayors, City Managers, City Secretaries and Finance Directors

From: W. Kenneth Nolan, Executive Director/Chief Appraiser

Re: Election/Appointment of Members to Board of Directors
of the Dallas Central Appraisal District

The Property Tax Code, Section 6.03, requires that an election or appointment of members to the Board of Directors of an appraisal district be conducted in odd numbered years. The term of office for elected or appointed members is two years, beginning in even numbered years.

The Property Tax Code specifies the qualifications for membership to the Board of Directors in Section 6.03 of the Code. These qualifications are:

1. Must be a resident of the DCAD for at least two years prior to the election.
2. May be an elected official of an agency represented by the DCAD.
3. Cannot be an employee of any agency represented by the DCAD.
4. Cannot be related within the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to an individual who is engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property owners for compensation in proceedings under this title in the appraisal district.
5. Cannot own property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless:
 - (A) the delinquent taxes and any penalties and interest are being paid under an installment payment agreement under Section 33.02; or
 - (B) a suit to collect the delinquent taxes is deferred or abated under Section 33.06 or 33.065.
6. An individual is ineligible to serve on an appraisal district board of directors if the individual has engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property owners for compensation in proceedings under this title in the appraisal district at any time during the preceding three years.
7. An individual is ineligible to serve on an appraisal district board of directors if the individual has served as a member of the board of directors for all or part of five terms, unless: the individual was the county assessor-collector at the time the individual served as a board member. **This requirement took effect with the 2022/2023**

election. The five term limit started with the 2022/2023 term being the first term to be counted.

8. An individual is ineligible to serve on an appraisal district board of directors if the individual has been an employee of the appraisal district at any time during the preceding three years.

Pursuant to the provisions of the Property Tax Code in 1979, the agencies of Greater Dallas County elected to amend the manner in which representatives were chosen. By special provision of the Property Tax Code, it was decided that the following procedure would be adopted for the election or appointment of members.

Appointments

- A. The City of Dallas will be entitled to appoint one (1) member to the Board.
- B. The Dallas Independent School District will be entitled to appoint one (1) member to the Board.
- C. The Dallas County Commissioners will be entitled to appoint one (1) member to the Board. The member appointed by the Commissioners Court may not be a resident of either the City of Dallas or the Dallas Independent School District.

Elections

- D. Each of the incorporated cities and towns, except the City of Dallas, shall have the right to nominate by official resolution one (1) candidate as the fourth member to the Board. The said cities and towns shall, from among the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, a member to the Board of Directors.**
- E. Each of the Independent School Districts, and the Dallas College, except the Dallas Independent School District, shall have the right to nominate by official resolution one (1) candidate as the fifth member to the Board. The said Independent School Districts shall, from among the nominations received, elect by a majority vote, with each Independent School District being entitled to one (1) vote, a member to the Board of Directors.

The votes required for appointment of the Board of Directors as prescribed by the Texas Property Tax Code, in Subsections d and e, hereof, shall be by a majority of those authorized to vote in Subsections d and e, respectively, and not by a majority of the quorum. In accordance with the procedures described in the Property Tax Code, the schedule for election/appointment is as follows:

- | | |
|-----------------|---|
| By October 16: | Nominees for each entity described in Subsections d and e hereto shall be submitted to the Chief Appraiser. |
| By October 30: | The Chief Appraiser shall prepare a resolution ballot for those entities described in Subsections d and e hereto and submit the ballot accordingly. |
| By December 15: | Each agency entitled to vote will do so by official resolution ballot and return same to the Chief Appraiser as soon thereafter as practical. |
| By January 1: | Results of the election will be affirmed. |

The County of Dallas, the City of Dallas and the Dallas Independent School District should advise the Chief Appraiser of their appointments no later than November 15, if possible. These appointments should also be by official resolution. The term of office for each member is one year beginning on January 1, 2024 and ending on December 31, 2024.

At the conclusion of the process, every agency will be advised of the final appointments or election results. For the convenience of the entities, a sample resolution is included for the purpose of nominations from the suburban cities and school districts. If you have any questions about this process, please contact me or Cheryl Jordan at 214/631-0520.

Enclosure (Sample Resolution)



Dallas Central Appraisal District

August 16, 2023

Dallas Central Appraisal District Taxing Units Presiding Officers

RE: Senate Bill 2 Changes to DCAD Board of Directors

Dear Taxing Units:

With passage of SB 2 in the 2nd Special Session of 88th Texas Legislature the make-up of the DCAD Board of Directors will be changed assuming SJR2 passes in the November election. Below are the new requirements for the DCAD Board of Directors:

Sec. 6.0301. BOARD OF DIRECTORS IN POPULOUS COUNTIES. (a) This section applies only to an appraisal district established in a county with a population of 75,000 or more.

(b) Sections 6.031, 6.034, and 6.10 do not apply to an appraisal district to which this section applies.

(c) The appraisal district is governed by a board of nine directors. Five directors are appointed by the taxing units that participate in the district in the manner prescribed by Section 6.03. Three directors are elected by majority vote at the general election for state and county officers by the voters of the county in which the district is established. The county assessor-collector serves as an ex officio director.

(d) To be eligible to serve on the board of directors, an individual other than the county assessor-collector must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

(e) Members of the board of directors appointed by the taxing units participating in the district serve staggered four-year terms beginning on January 1 of every other even-numbered year. Elected members of the board of directors serve staggered four-year terms beginning on January 1 of every other odd-numbered year.

(f) If a vacancy occurs in an appointive position on the board of directors, each taxing unit that is entitled to vote under Section 6.03 may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The taxing unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall appoint by majority vote of its members one of the nominees to fill the vacancy.

(g) If a vacancy occurs in an elective position on the board of directors, the board of directors shall appoint by majority vote of its members a person to fill the vacancy. A person appointed to fill a vacancy in an elective position must have the qualifications required of a director elected at a general election.

Sec. 6.032. BALLOT PROCEDURES FOR ELECTED DIRECTORS; FILING FEE OR PETITION. (a) Except as provided by this section, Chapter 144, Election Code, applies to a candidate for an elective position on an appraisal district board of directors.

(b) An application for a place on the ballot must be filed with the county judge of the county in which the appraisal district is established and be accompanied by a filing fee prescribed by Subsection (c) of this section or a petition in lieu of the filing fee that satisfies the requirements prescribed by Section 141.062, Election Code, and Subsection (d) of this section.

(c) The filing fee for a place on the ballot is:

- (1) \$400 for a county with a population of 200,000 or more; or
- (2) \$200 for a county with a population of less than 200,000.

(d) The minimum number of signatures that must appear on the petition authorized by Subsection (b) is the lesser of:

- (1) 500; or
- (2) two percent of the total vote received in the county by all the candidates for governor in the most recent gubernatorial general election, unless that number is less than 50, in which case the required number of signatures is the lesser of:

(A) 50; or

(B) 20 percent of that total vote.

(e) A filing fee received under this section shall be deposited in the county treasury to the credit of the county general fund.

(f) The secretary of state shall adopt rules as necessary to implement this section.

The implementation of the changes are as follows:

(a) Appraisal district directors shall be elected to the elective positions as provided by Section 6.0301, Tax Code, as added by this article, beginning with the election conducted on the uniform election date in May 2024. The directors then elected take office on July 1, 2024, and serve a term that expires on December 31, 2026.

(b) Following the election of the initial elected directors of an appraisal district as provided by Subsection (a) of this section, directors shall be elected as provided by Section 6.0301, Tax Code, as added by this article, beginning with the general election conducted in November 2026. Directors then elected take office January 1, 2027.

(c) At the first meeting of the board of directors of an appraisal district described by Section 6.0301, Tax Code, as added by this article, that follows the November 2026 general election of directors under that section, the three elected directors shall draw lots to determine which director shall serve a term of two years and which two directors shall serve a term of four years. Thereafter, all elected directors serve four-year terms.

(d) The term of an appraisal district director serving on December 31, 2024, on the board of directors of an appraisal district described by Section 6.0301, Tax Code, as added by this article, expires on January 1, 2025. Not later than December 31, 2024, the taxing units participating in the appraisal district that are entitled to appoint directors shall appoint five directors to serve terms that begin on January 1, 2025. Two directors shall be appointed to serve a term of one year, and three directors shall be appointed to serve a term of three years. Thereafter, all appointed directors serve four-year terms.

For the upcoming election we will be operating under the current rules that have been in effect since 1981. However the Board Members that will be appointed in this year's election will only serve one-year terms that will expire on December 31, 2024. Another election will be held next fall under the new law using the levy method. The first set of popularly elected Board Members will be elected in the May 2024 general election and assume office on July 1, 2024. There terms will expire on December 31, 2026.

The new law also does away with three-fourths rule for changing the procedures for appointed Board Members. DCAD has had a three-fourths rule in effect since 1981. Under the current rule the Board is made up as follows:

Suburban Cities:	One representative elected by the suburban cities
Suburban Schools:	One representative elected by the suburban schools (The Dallas County Community College will be considered a suburban school district and will receive one vote)
Dallas County:	Appoints one representative who may not be a resident of either the City of Dallas or the Dallas Independent School District
City of Dallas:	Appoints one representative
Dallas ISD:	Appoints one representative

Under the new law Board selection for the five appointed members will be based on the levy method as described in Section 6.03(d), Tax Code:

The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district.

It will require twenty percent of the total votes to be appointed as a Board Member.

Our legal counsel and our professional association, Texas Association of Appraisal Districts, are currently reviewing Senate Bill 2 for other questions we have. I would encourage your legal counsel to review the bill as well. We will keep you apprised of any other changes.

Sincerely yours,

**W. Kenneth Nolan
Chief Appraiser/Executive Director
Dallas Central Appraisal District**

Regular Session Agenda Item: 20

Meeting Date: September 11, 2023

ITEM DESCRIPTION

SECOND READING - Discuss and consider approval of a Resolution of the City Council of the City of Seagoville approving the Economic Development Project between the Seagoville Economic Development Corporation and P.T. ATLAS Manufacturing, L.L.C., a Texas Limited Liability Company, as reflected in the terms and conditions of an Economic Development Incentive Agreement, which is attached hereto as Exhibit “A”, in the amount of three-hundred and seventy-five thousand dollars and zero cents (\$375,000.00); and providing for 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 conducted a public hearing to consider the Economic Development Incentive Agreement by and between SEDC and P. T. Atlas Manufacturing, L.L.C., a Texas limited liability company operating a commercial manufacturing facility located at 712A West Simonds Road in Seagoville, Texas, in an amount not to exceed \$375,000.00 for an upgrade to its existing facilities through installation of equipment that would allow Company to bring this production to the Property, which would result in creation of an additional twelve (12) jobs at the Property. After public hearing, the SEDC passed Resolution No. 2023-R-09 approving the Economic Development Incentive Agreement.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval

EXHIBITS

Resolution – approving Economic Development Incentive Agreement between SEDC and P. T. Atlas Manufacturing, L.L.C., a Texas limited liability company
Economic Development Incentive Agreement - between SEDC and P. T. Atlas Manufacturing, L.L.C., a Texas limited liability company

CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ___-R-2023

DISCUSS AND CONSIDER APPROVAL OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE APPROVING THE ECONOMIC DEVELOPMENT PROJECT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND P.T. ATLAS MANUFACTURING, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, AS REFLECTED IN THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT, WHICH IS ATTACHED HERETO AS EXHIBIT “A”, IN THE AMOUNT OF THREE-HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$375,000.00); AND PROVIDING FOR 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 P.T. Atlas Manufacturing, LLC, a Texas limited liability company operating a commercial manufacturing facility located at 712A West Simonds Road in Seagoville, Texas, 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 P.T. Atlas Manufacturing 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 P.T. Atlas Manufacturing, 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 11th day of September 2023.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(08022023:cdb)

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

This Economic Development Incentive Agreement (“Agreement”) is made by and between P.T. Atlas Manufacturing, L.L.C., a Texas limited liability company (“PT Atlas” or Company”), and the Seagoville Economic Development Corporation (the “SEDC”), each acting by and through their respective authorized representatives. SEDC and Company may be referred to herein each as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, Company leases the real property and approximately 25,500 square feet of improvements situated thereon situated at 712A West Simonds Road, Seagoville, Texas 75159 (collectively, the real property and improvements are referred to as the “Property”); and

WHEREAS, on said Property, Company has since 2018 operated and continues to operate PT Atlas, a manufacturer of steel components and anchor systems and designer of related proprietary products utilized in a variety of industries world-wide; and

WHEREAS, Company currently sources machined steel and molded plastic components from international vendors in China, Taiwan, Mexico and Canada; and

WHEREAS, Company desires to upgrade its current facilities through installation of equipment that would allow Company to bring this production to the Property, which would result in creation of an additional twelve (12) jobs at the Property; and

WHEREAS, Company has advised the SEDC that the total cost of the desired equipment, including set up and installation costs and associated costs for new electrical services and concrete work, is approximately \$997,000.00 and that a contributing factor that would induce Company to continue and expand its operations through installation of the new equipment at its 25,500 square foot facility on the Property would be an agreement by SEDC to provide an economic development grant to Company to defray a portion of the costs of such equipment; 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 Company 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 Incorporation of Recitals and Definitions

1.1 The recitals set forth above are found by the parties to be true and correct and are incorporated into this Agreement by this reference as though fully set forth herein.

1.2 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 Company’s existence as a going business, insolvency, appointment of receiver for any part of Company’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 Company and such proceeding is not dismissed within ninety (90) days after the filing thereof.

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

“Company” shall mean P. T. Atlas Manufacturing, L.L.C., a Texas limited liability company which leases the real property and operates an approximately 25,500 square foot manufacturing facility situated thereon located at 712A West Simonds Road, Seagoville, Texas 75159.

“Completion of Equipment Installation” shall mean that (1) the Equipment, as defined herein, has been set up, installed and is operational (2) all additional or new electrical services required for the Equipment, as defined herein, has been installed and is operational; (3) Concrete work required for the Equipment, as defined herein, has been installed and is ready for use; and (4) Company is open and conducting business using said Equipment during Company’s normal business hours.

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

“Employment Positions” shall mean non-temporary full-time employment positions of the Company which are eligible for employee benefits and are created, maintained and filled at the Facility within three months after Completion of Equipment Installation.

“Equipment” shall mean:

1. New Plastic Injection Molding Machine TAYU TY-R 2100 with tooling;
2. New Plastic Sprue Granulator/Recycler Cumberland FX-1000;
3. New CMC Vertical Mill Haas VF40 with tooling;
4. New CNC Lathe Haas 5T35Y;
5. Saw Line Baileigh Auto Index Band Saw;
6. New Jib Hoist; and
7. Four (4)reconditioned Wickman Automatic Multi-Spindle Screw Machines.

“Expiration Date” shall mean the second (2nd) anniversary of Completion of Equipment Installation.

“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 grant in the amount equal to the costs incurred and paid by Company for the Expansion, as defined herein, not to exceed Three Hundred and Seventy-Five Thousand Dollars (\$375,000.00) to offset a portion of the costs paid and incurred by Company for the Equipment and related set up and installation expenses (including electrical and concrete work required for Equipment), to be paid in one lump sum payment within seventy-five (75) days of execution of this Agreement.

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

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

“Required Use” shall mean Company’s continuous operation and occupancy of the Expansion as a manufacturing facility.

“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 Company and the obligation of Company to repay pursuant to Article V hereof, to provide Company 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 Company. None of the obligations of SEDC under this Agreement shall be pledged or otherwise encumbered by Company in favor of any commercial lender and/or similar financial institution.

3.3 Current Revenue. The Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by SEDC. SEDC shall have no obligation or liability to provide any Grant except as allowed by law. SEDC shall not be required to provide any of the Grant if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

Article IV Conditions to Grant

Company shall during the term of this Agreement satisfy and comply with the terms and conditions of this Agreement and specifically, each term and condition of this Article IV. The obligation of SEDC to provide the Grant or any portion thereof shall be conditioned upon Company’s compliance with and satisfaction of the terms and conditions of this Agreement and each of the conditions set forth in this Article IV.

4.1 Good Standing. Company shall not have an uncured breach or default of this Agreement or a Related Agreement.

4.2 Completion of Equipment Installation. Completion of Equipment Installation, as that term is defined herein, shall occur not later than March 31, 2024.

4.3 Required Use. During the term of this Agreement following Completion of Construction and continuing thereafter until expiration of this Agreement or earlier termination the Property, including the Equipment, shall not be used for any purpose other than the Required Use.

Further, during the term of this Agreement, such use shall not cease for more than thirty (30) days except in connection with, and to the extent of, an event of Force Majeure.

4.4 Employment Positions. Beginning on the Completion of Construction and continuing through the term of this Agreement, Company shall create, fill and maintain a minimum of twelve (12) new Employment Positions at the Property over and above Company's current 32 employment positions at the Property.

4.5 Continuous Occupancy. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Property, including the Equipment, shall be continuously occupied by the Company. Further, during the term of this Agreement, such occupancy shall not cease for more than thirty (30) days except in connection with, and to the extent of, an event of Force Majeure.

4.6 Capital Investment. Company's Capital Investment for the Equipment, including costs of associated setup and installation and installation of required electrical service and concrete work, as of the Completion of Equipment Installation shall be not less than Nine Hundred, Ninety-Seven Thousand (\$997,000.00) Dollars. SEDC shall have a right, during the term of this Agreement, to request that Company provide proof of this Capital Investment. In the event of such request, Company shall, not later than fifteen (15) calendar days after the request by SEDC, deliver to SEDC copies of all records, contracts, receipts, invoices, bills, proofs of payment, and such other information as SEDC may reasonably request to document compliance with the required Capital Investment. In the event the final total cost of the design, construction, and equipping of the Expansion, as reasonably verified by SEDC, is less than \$997,000.00, the Company shall, within thirty (30) days of receipt by Company of written demand by SEDC, pay the SEDC the difference in value between \$997,000.00 and the final total cost of the installation of the Equipment (including the herein identified associated costs) as reasonably verified by SEDC.

Article V Termination; Repayment

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the Parties;
- (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 Company shall have become delinquent (provided, however, Company 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 Company's receipt of written notice thereof;

- (d) upon written notice by SEDC, if Company 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):

- (a) due to a breach of the obligation set forth in section 4.2 hereof, Company shall immediately refund to the SEDC an amount equal to the value of the Grant received by Company; and
- (b) due to a breach of the obligation set forth in section 4.1, 4.3, 4.4, or 4.5, Company shall immediately refund to the SEDC an amount equal to eighty percent (80%) of the value of the Grant received by Company.

The repayment obligations of the Company set forth in this Section 5.2 shall survive termination of this Agreement.

5.3 Repayment Following Termination 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 Company shall immediately refund to SEDC an amount equal to the Grant paid by SEDC to the Company, 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 Company. The repayment obligation of Company set forth in this Section 5.3 shall survive termination of this Agreement.

5.3 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 Company, 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 Company 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 Company:

P. T. Atlas Manufacturing, L.L.C.
Attn: James Sudduth
712A West Simonds Road
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. The Parties 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. Any assignment shall require the assignee to assume all responsibilities and legal obligations of Company and will subject the assignee to the repayment provisions stated herein.

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

6.16 Conditions Precedent.. The obligations of the SEDC under this Agreement are subject to and conditions on the following:

- (i) The City Council of the City of Seagoville has, by resolution, approved this Incentive Agreement and the related Project; and
- (ii) The sixty (60) day period provided for under Texas Local Government Code section 505.160 has passed and neither the SEDC nor the City has received a petition from

more than ten (10%) percent of the registered voters of the City requesting that an election be held before the funding of the Project as contemplated by this Agreement is undertaken.

[Signature Pages to Follow]

EXECUTED on this _____ day of _____, 2023.

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Patrick Stallings, Executive Director

EXECUTED on this _____ day of _____, 2023.

P. T. ATLAS MANUFACTURING, L.L.C.

By: _____
James Sudduth, Managing Member

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, James Sudduth, Managing Member of P. T. Atlas Manufacturing, L.L.C., a Texas limited liability company, known or proven to me to be the person and agent whose name is subscribed to the foregoing instrument and acknowledge to me that the same was the act of said P. T. Atlas Manufacturing, L.L.C., that he was duly authorized to perform the same by appropriate resolution, and that he executed the same as the act of said P. T. Atlas Manufacturing, L.L.C. for the purpose and consideration therein expressed and in the capacity therein stated after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2023.

Notary Public, State of Texas

My Commission Expires:

Regular Session Agenda Item: 21

Meeting Date: September 11, 2023

ITEM DESCRIPTION:

Discuss and consider hours of operation for all non-essential personnel for the City of Seagoville.

BACKGROUND OF ISSUE:

Thursday has become the new Friday for many jobs in the State of Texas. More and more companies, school districts and municipalities are moving to the 4-day work week. Studies have shown the 4-day work week helps to provide “work-life balance”, allowing for prioritizing personal and professional responsibilities. Most of the studies found that maintaining a harmonious balance between personal and professional time facilitates health and personal satisfaction without negatively impacting productivity and professional success.

Since working from home has become the norm in many businesses, recruitment has become extremely difficult. It seems fewer people are interested in coming into the office or reporting to duty 5 days per week, making it harder to recruit and to retain employees. Employees prefer working from home or longer hours and less days.

As most of you are aware, the City of Seagoville did have a 4-day works schedule 10+ years ago. While we did do away with that schedule, it was used as a bargaining tool with some employees and it proved to be successful with regard to extended customer service hours. Now, with so many school districts, businesses, and cities making the decision to go to a 4-day schedule (detailed information to be provided at the meeting), we are requesting the City Council give consideration to the hours of operation for the non-essential personnel for the City of Seagoville. We would make you aware that the Police and Dispatch work 12-hour shifts, which provides for days off during the week and long weekends regularly. The Fire Department currently works 48 hours, followed by 96 hours off.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS

N/A



HUMAN RESOURCES DEPARTMENT
CITY OF SEAGOVILLE, TEXAS
702 N. HIGHWAY 175, SEAGOVILLE, TEXAS 75159
972.287.2050

Cindy Brown, Assistant City Manager
Email: cbrown@seagoville.us
Direct Dial: 972.287.5380 / Direct Fax: 469.319.5044

M E M O R A N D U M

TO: Honorable Mayor and City Councilmembers
City Manager Pat Stallings

FROM: Cindy D Brown, Assistant City Manager *CBrown*

RE: Modified Workweek

DATE: September 7, 2023

The purpose of this memorandum is to provide you with some of the information that will be presented at the Council meeting concerning Regular Agenda Item #20. Be advised that a packet containing additional information will be available for you at the meeting itself.

As stated in the first statement of the Agenda Comm for this item, Thursday has become the new Friday for many jobs in the State of Texas, as well as many other states. Not only are numerous companies establishing modified work schedules, but more and more cities and school districts are coming on board. The reason is because more and more people are looking for “work-life balance”. Our employees and applicants are also looking for the same.

Recruiting Applicants:

Recruitment has become a very difficult task. While the City of Seagoville does not offer the highest entry level salary for any position based on salary surveys, our salaries do fall in the mid-range. However, since COVID, many businesses have determined working from home or having a modified work schedule works for the business and is a benefit for negotiating with applicants.

In June of 2021, we advertised for Water/Sewer Maintenance Workers to fill multiple vacancies within the Department. The ad was placed on our website, posted on the front window of City Hall, sent out via the “notify me”, posted on Facebook and posted on TML. We ran that ad until December of 2022 and, as a

result of that advertisement, we received five (5) applications over the 1 and ½ year posting. Only two (2) of the applicants were able to pass the background (work & criminal history), drug, alcohol and physical. Those applicants were hired but didn't remain employed for long. Not receiving any more applications but still having vacancies in the Water and Sewer Departments, we reran the ad in December of 2022 and have now received applications for two (2) qualified applicants. There are still vacancies in the Water and Sewer departments.

Employees Retention:

Being the Assistant City Manager, which includes being the Human Resource Director, I am frequently talking with our employees and gaining some knowledge concerning the employee's personal life. Several have asked questions concerning the possibility of receiving the benefit of a modified work schedule. It seems the "work-life balance" has become a very common term and is absolutely the desire of most of our current employees as well.

We have many tenured employees in the City of Seagoville. This shows dedication to the City itself and their jobs. The City has invested in them and they have invested in the City through the long hours of work. However, times have changed and everyone is searching for more family time, down time and recreational time. In order for our employees to take care of their business matters, attend events with their spouse and/or child(ren), care for family members, whatever the case may be, they are required to use their vacation time.

Conclusion:

Numerous cities have moved to modified work schedules. We are in the process of obtaining as much information as possible to provide you for your consideration to this request. We feel it will definitely be a great tool for us with regard to the recruitment and retention of employees as well as other benefits to the citizens and to the City. These benefits to the citizens and City may include, but not be limited to, extended customer service hours in all departments to allow residents to take care of City business, "budget-neutral" tool in lieu of higher compensation, possible financial savings to the City in various areas, and higher productivity in all areas.

As stated, for the meeting itself, we will have more information. However, we wanted to provide you with the Council packet information for 2 cities that we have lost employees to that have already made the change or made the decision to make the change to modified work schedules.



City Council Agenda Item Summary Report

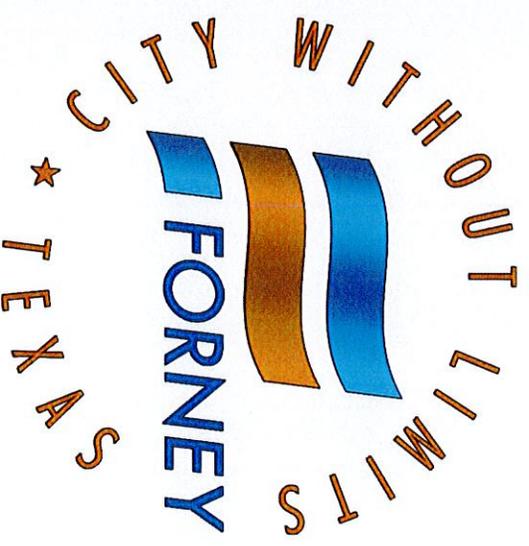
Meeting Date: August 15, 2023			
Submitted by: Karl F. Zook, Asst. City Manager			
Consent	Discussion Only	Public Hearing	Action/Discussion X
Item Title: Discuss and consider action authorizing the City Manager to proceed with a modified work schedule. (Staff recommends approval of the item.)			
How this item ties-in with the City's Mission, Vision and Values: Providing a safe environment for the community			
Attachments: Item Summary Presentation			

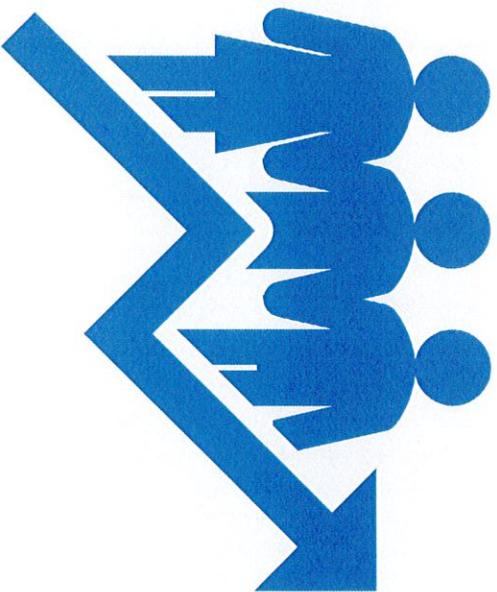
Item Summary: The City is proposing modifying the existing work week of Monday through Friday 8 am to 5 pm to Monday through Thursday 7:30 am to 5:30 pm. The attached presentation outlines the benefits of making this change to the existing work structure.

Staff recommends approval of this change.

Modified Work Week Discussion

Assistant City Manager Karl Zook





Benefits of Compressed Work Schedule

- Improves customer service by extending operating hours for the public
- Budget neutral approach and a non-compensation based option to improve retention
- Saves on fuel and utility costs
- Improves recruitment and retention efforts
- Reduces commuting time and cost by 20%

Cities with Modified Business Hours

- City of Rowlett (8:00 a.m. - 6:00 p.m. Monday - Thursday)
- City of Keller (7:30 a.m. - 5:30 p.m. Monday - Thursday)
- City of Richland Hills (7:30 a.m. - 5:30 p.m. Monday - Thursday)
- City of Carrollton (Close at noon on Fridays)
- City of Fate (Close at noon on Fridays)

Research and Statistics

- The largest 4-day work week trial involving 73 companies and 3,300 employees reported that companies maintained high productivity and reduced turnover (World Economic Forum)
- Microsoft Japan reported a 40% increase in productivity
- Other cities have seen a reduction in employee turnover and absenteeism

Work Week Proposal

Compressed Work Week: 4 – Day Schedule

- City Offices (excluding emergency services) would be closed on Fridays

Proposed New Hours

- Monday – Thursday
- 7:30 a.m. to 5:30 a.m. (provides flexibility for the public to call/visit Town Hall before or after traditional business hours)

How Will This Work?

- Non-shift employees will carry out their work duties in four, longer days
- Departments will evaluate and implement necessary adjustments (building inspections, on-call employees)
- Department Directors will be available as needed
- Many residents will continue to conduct city business online (pay water bills, apply for permits, etc.)
- Public Safety and shift employees will not be affected
- Public works, utility billing, and information technology will have employees on-call to address after hour emergencies

Expected Challenges

Citizens concerns or
misunderstanding of
schedule

Employee
adjustments to
longer days

Departmental
adjustments to
processes/deadlines

Communication Plan

Facility
Signage

Update
Website

Update
Google
Listings

Social Media

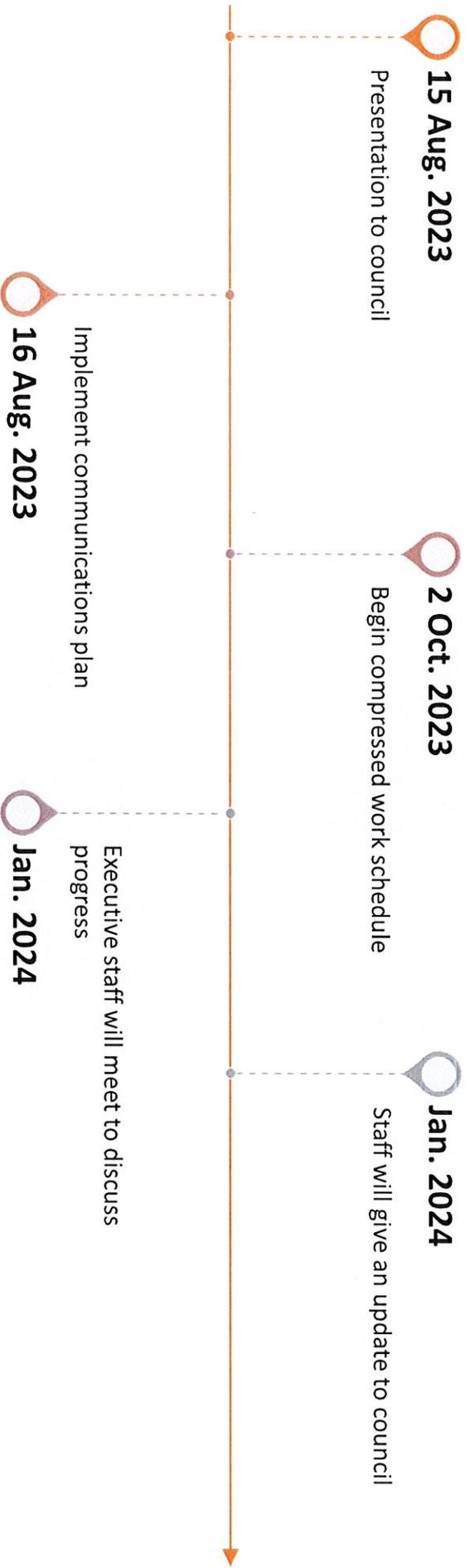
Water Bill
Inserts

Weekly e-
Newsletter

Monitoring progress

- Output will be measured by management
- Recruitment efforts will be monitored
- Employees will be surveyed to determine satisfaction of new work schedule
- Resident and customer feedback will be collected (calls, emails, social media)

Timeline



Questions?



CITY OF ROWLETT COUNCIL AGENDA ITEM

AGENDA DATE: 05/02/2023

AGENDA ITEM: 3B

TITLE

Provide an update to the City Council on the Four-Day Workweek for all open range, City of Rowlett employees. (45 Minutes)

STAFF REPRESENTATIVE

Brian Funderburk, City Manager

EXECUTIVE SUMMARY

During the FY2023 budget discussions, Staff proposed and Council approved moving to a four-day workweek for all open range employees. At most facilities, except in Parks and Recreation and at the Library, this included closing City facilities on Friday. This item will provide an update to City Council on how the program is working and provide feedback from City employees.

STRATEGIC PRIORITY AND GOAL(S)

Strategic Priority	Strategic Goal
 PROMOTE OPERATIONAL EXCELLENCE	7.1 Provide responsive, reliable, and cost-efficient public services.
	7.2 Become an employer of choice.
	7.4 Improve organizational capacity and effectiveness.
	7.6 Streamline internal business processes.

BACKGROUND INFORMATION

During the FY2023 budget process, the City Council was provided with the FY2022 variances in salaries as seen below.

	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022
Police	-9.98%	-4.43%	-4.29%	-6.68%	-6.90%	-8.08%
Fire	-7.57%	-4.68%	-3.21%	-4.10%	-5.88%	-7.90%
Open Range	-9.25%	-7.36%	-5.82%	-6.02%	-6.58%	-4.68%
Combined Total	-9.20%	-6.92%	-5.44%	-5.87%	-6.53%	-5.21%
Respondent Cities	18	18	18	18	18	18*

Estimated Cost of Pay Plan Implementation for FY2023						
Pay Range Group	Adjustment	Salaries	Benefits	Total Cost	Current Variance	New Variance
Police	<ul style="list-style-type: none"> 9% Increase on 10/1/22 Step Increase on Anniversary Date 	\$892,397	\$140,184	\$1,032,581	-8.08%	2.70%
Fire	<ul style="list-style-type: none"> 9% Increase on 10/1/22 Step Increase on Anniversary Date 	\$885,326	\$141,280	\$1,026,606	-7.90%	2.88%
Open Range	<ul style="list-style-type: none"> 3.5% Increase on 10/1/22 0-2.5% Merit Increase on Anniversary Date 4 9-Hour Workday or similar Shift Schedule 	\$624,974	\$169,512	\$794,486	-4.68%	0.02%
Part-Time	<ul style="list-style-type: none"> Increase minimum wage to \$12.00 per hour on 10/1/22 	\$61,304	\$3,211	\$64,515	N/A	N/A
Total Cost with Benefits				\$2,918,188		

In order to provide open range employees with the same increase in pay as public safety, the budget would have needed to be increased an additional \$1,525,369 (see below). By opting for the four-day work week, the City opted to budget at a zero percent market, which cost \$794,486. As a result, had the City declined the four-day work week option, it would have cost an additional \$730,883 (\$1,525,369 - \$794,486) to bring Open Range employees to parity with Police and Fire sworn employees.

	Increase	Base	Benefits	Total	Current Variance	New Variance
Police	I. 9% Increase 10/1					
	II. Step Increase on Anniversary Date	\$754,379	\$119,372	\$873,751	-8.08%	2.70%
Fire	I. 9% Increase 10/1					
	II. Step Increase on Anniversary Date	\$885,325	\$141,280	\$1,026,605	-7.90%	2.88%
Open Range	I. 6% Increase 10/1					
	II. 0-3.0% Merit Increase on Anniversary Date	\$1,266,780	\$258,589	\$1,525,369	-4.68%	2.70%

DISCUSSION

After the new hours were implemented, City Council requested an update on the program and its successes and challenges after six months. Staff implemented the new hours and schedules with little to no difficulty. While there have been a few resident complaints they have been limited to a very small group.

In early April, the Human Resources team sent a survey to all open range employees. The survey for feedback on the 4-day work week closed on April 17, 2023. Below are some key details, with full results taken directly from SurveyMonkey. There were 201 responses out of 232 possible, which provided an 86.6% response rate. Of the 201 responses, 146 provided feedback for the

The FY2023 Budget provided raises for City employees to remain competitive in the Dallas-Fort Worth metroplex and added critical new positions. The proposed implementation of the pay plan moved the City-wide pay scale to the average of all surveyed cities' salaries and to 3% higher for public safety positions. This was based on the current survey, and at the time we implemented this pay plan, other cities had pushed salaries even higher. As a result, merely bringing employee pay to the average based on year-old data was not sustainable in the DFW market.

The strategy took into account that Rowlett has a variety of tools to be an employer of choice. While pay is certainly the most critical, the pandemic has forced organizations to review practices to see where flexibility is possible, including work from home, shift pay differential, etc. And one size does not fit all even within the same organization. Therefore, the City had an opportunity to address classes of employees differently and still accomplish the same goals related to competitiveness. As a result, the FY2023 budget increases paid for public safety at a higher rate than open range employees yet provided open range employees more flexibility regarding their working environment. Specifically, this budget increased public safety employees who are on step plans (i.e. police, fire, dispatch) to 3% above the 2022 survey, with a goal to reach 5% above the survey within three years.

For open range positions this budget reached the survey average with a goal of reaching 3% above the survey market within the same three-year period. In addition, this budget implemented a modification to shift work schedules for open range employees that included closing certain buildings on Fridays but extend hours to the public on the other weekdays. This was not possible for some departments such as Parks & Recreation, Library, Public Works, etc.; however, shifts were aligned to provide similar benefits as flexibility warrants. Open-range employees moved to a 36-hour work week (four contiguous days) with the City supplementing the additional four hours each week, in lieu of a more substantial increase in pay. This provided all employees with three consecutive days off work.

Parks and Recreation and the Rowlett Public Library implemented this schedule while maintaining current operating hours. Business hours for the City of Rowlett became Monday – Thursday from 8 a.m. to 6 p.m. In addition, our customer service centers – Police Records, the Action Center, Utility Billing, and the Development Assistance Center – all stayed open until 7 p.m. on Tuesdays to better serve our residents.

These changes resulted in the following pay adjustments for FY2023.

(Remainder of page intentionally left blank.)

open-ended question (optional). Average time spent on survey: 2m 57s. The following questions were asked:

1. Has your overall work-life balance improved with the 4-day workweek?
 - a. 87% yes, 6.97% no, 5.97% neutral
2. Do you prefer a 4-day or 5-day workweek?
 - a. 96.52% 4 day, 3.48% 5-day
3. Are you able to meet the needs of your customers by having one less day per week?
 - a. 93.53% yes, 6.47% no
4. How likely would you be to seek employment elsewhere if we returned to a traditional 5-day week?
 - a. 28.36% very likely, 26.87% likely, 30.85% neutral, 7.96% unlikely, 5.97% very unlikely

In addition, there were open-ended questions that allowed employees to provide open comments. The question was "please share any additional thoughts you have about the 4-day work week in the space below. This is optional."

Open feedback comments from employees included:

- *Love working 4 days a week, it gives me more personal time for getting things done.*
- *I schedule my appointments on Fridays instead of the other weekdays. I am a student and I complete a lot of my readings and homework over the weekend. That extra day off helps a lot.*
- *I'm really enjoying the 4-day work week. This gives me more time to take care of stuff that is usually opens during the week. My favorite part is being able to spend more time with my family.*
- *The 4 day week is immensely popular throughout the department, and thus a valuable tool for retention.*
- *It's nice having 3 days off but its not very practical for field work. Mondays and Fridays are half staffed and that's without call in's. Basically Monday's and Friday's are just staying afloat. We can only do project's Tuesday, Wednesday, and Thursday.*
- *It has also helped balance life outside of work tremendously. Just a final note a lot of schools are starting to adapt the 4 day work week and it will help our employees next year if their kid attends a 4 day school or incase their kids school switches over to a 4 day schedule.*
- *Working the 4-day work week has provided me with a much needed work/life balance. I can spend Friday just doing something for me or I can go to doctor's appointments, hang out with family, take my dog to the vet, go for a short weekend trip with my hubby ... the opportunities are endless. Working the 4-day work week has also made me rethink how I work and has allowed me to have a longer period of time to concentrate on my assignments, and to rethink how I do some of my duties - working smarter! It has also allowed added time after 5pm to help customers if needed. The days are longer for sure, but the added advantage of having Fridays off more than make up for it. This is the future of the workplace and why not be on the cutting edge.*

- *I have found the 4-day work week to be one of the greatest pros working here for the city. It pushes the employees to create a faster response to daily projects. A sense of drive and motivation is placed in the work environment.*
- *I have only been with Rowlett a little over a month. However the 4 day work week was a selling point for me to leave my old job of 17 years. My life/ work balance is much better now. I'm in the parks dept. We have a 7 days a week work load, so scheduling can be a little hard sometime but it can be done. I have found working that extra hour a day has helped getting extra things done.*
- *The 4 day work week has made me rethink about leaving the city. It is the best thing the city has done since I have been here.*

As you can see above from the employee comments there are both successes and opportunities to make this program more effective going forward.

Successes

- More work/life balance for our employees
- Extended access for our residents to conduct City business Monday – Thursday
- Because we are closed on Fridays, employees that are off on Friday are not forced to work since everyone else is not at work. When you have a flex day off that is different than operating hours, frequently emails and phone calls come in all day long. ?
- Ability to make some of our information more accessible on the webpage. For example, "how do you get your water turned back on after hours or on the weekend?" We have added language to the website, so residents know how to proceed. We have also made videos and worked with residents one-on-one on how to use online software.

Opportunities moving forward

- Tuesday late days are not getting much traffic – should consider how to potentially amend the hours in the new fiscal year.
- Working with the Departments that still offer six or several day a week service to ensure the employees have the time needed to complete projects. This could be done through flex time within the department – longer days from time to time balanced with short workdays on some days.
- Ensure we are working with each employee to find a schedule that works best for them, however that works for them. Directors have the flexibility to work with employees while still encouraging four-day work, three days off. But that doesn't mean nine four hour days – it can be how it needs to be for the employee and the department to be successful.
- Continue to work with our building inspection team to ensure we are able to service our customers on Fridays while the Department is closed.

While we recognize some residents have complained about the new hours and being closed on Friday, this is a relatively small amount of people in exchange for the amount of funding saved using this approach and the benefit to the mental health of our employees. The four-day workweek approach has helped us recruit and retain our employees, it has extended service hours to our

public, and it has saved the City money in the long run by not providing open range employees raises.

Rowlett is on the cutting edge of how cities are doing business. Little Elm, Keller, Wylie, and others are moving to shortened work weeks to recruit and retain employees.

While we believe the four-day workweek concept and being closed on Friday has been beneficial to our employees and caused limited-service disruptions, should Council want to consider making a change, the change could be approached a number of different ways:

- Keep the four-day work week for all open range employees and open customer service centers on Friday.
- Move to a five-day work week and open half a day on Friday – this would be 8-5 Monday – Thursday and 8-12 on Friday.
- Provide an additional raise to open range employees and have facilities open Monday – Friday 8-5.

If the City Council is interested in making a change, Staff would request any changes to start October 1, 2023, with the new budget year and address pay through the budget process. This will give staff time to make adjustments and Directors to work with their team to ensure we are not making rash adjustments to employee schedules.

FINANCIAL/BUDGET IMPLICATIONS

Information only at this time.

RECOMMENDED ACTION

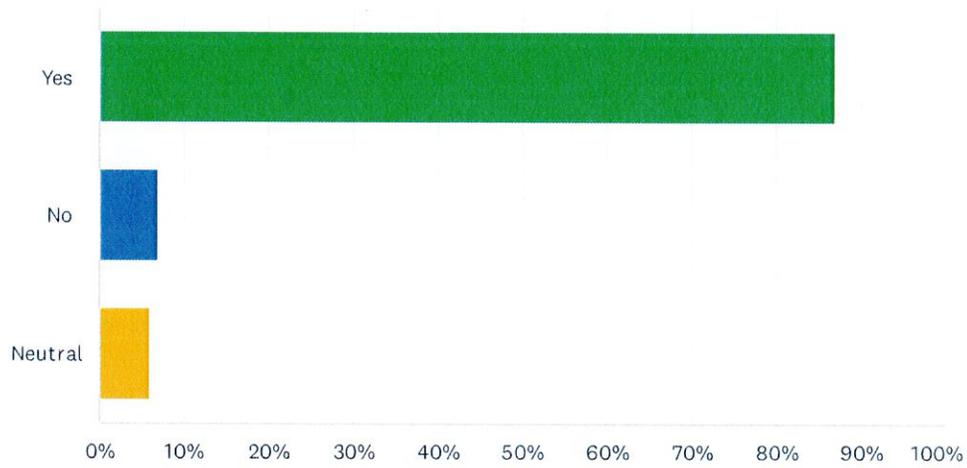
No decisions are being requested at this time. However, if Council desires to make changes, we will need consensus as to the proposed direction.

ATTACHMENTS

Attachment One – Employee Survey Data

Q1 Has your overall work-life balance improved with the 4-day work week?

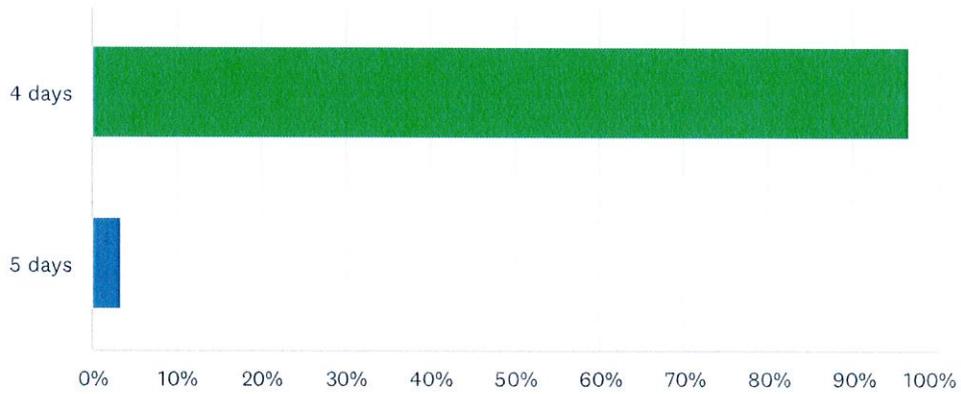
Answered: 201 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	87.06%	175
No	6.97%	14
Neutral	5.97%	12
TOTAL		201

Q2 Do you prefer a 4-day work week or a 5-day work week?

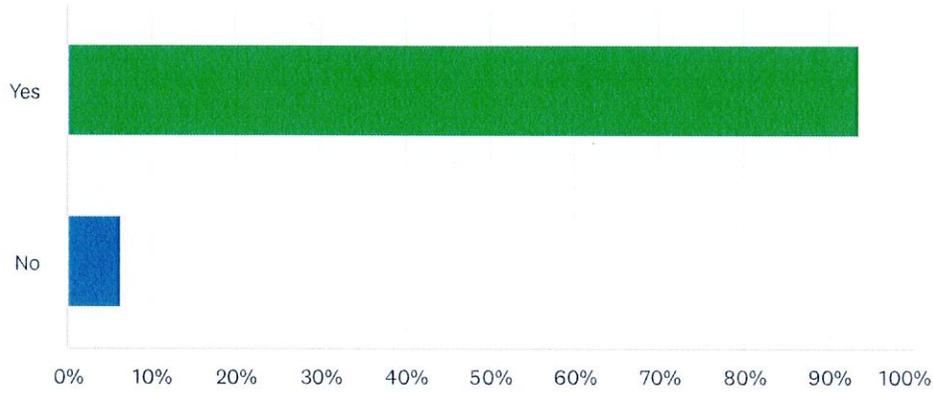
Answered: 201 Skipped: 0



ANSWER CHOICES	RESPONSES	
4 days	96.52%	194
5 days	3.48%	7
TOTAL		201

Q3 Are you able to meet the needs of your customers having one less day per week?

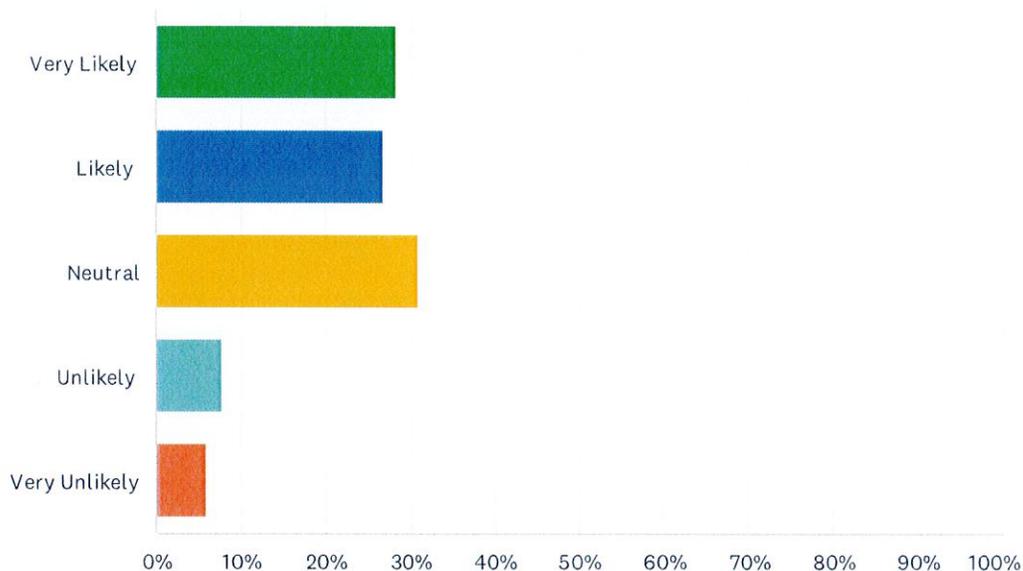
Answered: 201 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	93.53%	188
No	6.47%	13
TOTAL		201

Q4 How likely would you be to seek employment elsewhere if we returned to a traditional 5-day work week?

Answered: 201 Skipped: 0



ANSWER CHOICES	RESPONSES	
Very Likely	28.36%	57
Likely	26.87%	54
Neutral	30.85%	62
Unlikely	7.96%	16
Very Unlikely	5.97%	12
TOTAL		201

Q5 Please share any additional thoughts you have about the 4-day work week in the space below. This is optional.

Answered: 146 Skipped: 55

#	RESPONSES	DATE
1	I believe that a 4 work day day week is good. For overall work life balance it gives you more time to do things you enjoy outside of work rather than just to wait for the weekend . Also it gives a person more time to rest and be more productive at work rather then being tired.	4/17/2023 9:41 PM
2	Love working 4 days a week, it gives me more personal time for getting things done.	4/17/2023 9:37 PM
3	In theory the idea of a 4 day work week to create some life balance seems wonderful. It has actually created quite a lot of extra stress due to the same amount of work that has to be done, in less amount of days to try and finish, or meet with people from your team or other depts. that support the "thing" you're working on. There is a constant feeling of being rushed and behind at the same time. Many are just working from home on their "off" day to stay afloat and available, so perhaps even a 9/80 would make it a little easier to balance the many schedules that have to be juggled to cover all the different things that are extra. We get this was for balance and to be competitive and attractive to new applicants, but some that have been around a long time feel forgotten because their load got heavier.	4/17/2023 5:02 PM
4	(1) The question about looking for other employment upon a return to a 5 day week can't really be answered as it lacks context. It is an indirect pay increase (saved time, gas, toll fees, car wear and tear, etc), so it would seem that a return to 5 day weeks should be accompanied by an appropriate increase in pay. Tough to answer without specifics. (2) With Parks and the Library proving that the reduced hours can be deployed without a reduction in open hours, it seems that other city offices could also return to their prior hours and split schedules.	4/17/2023 1:03 PM
5	Show me the money!	4/17/2023 8:07 AM
6	If we go back to a 5-day work week, we should get another 5% raise. That was supposed to be the incentive since we did not get a raise like fire and police departments did. I will possibly be seeking another employer. The 4-day work week has allowed me the flexibility to start a business as well as have more time to spend with my family and kids.	4/16/2023 12:39 PM
7	I schedule my appointments on Fridays instead of the other weekdays. I am a student and I complete a lot of my readings and homework over the weekend. That extra day off helps a lot. I understand that other departments received a percentage raise of nine percent compared to public works a three percent. Public Work workers were told that apart from receiving a percentage raise they would be compensated with the schedule we currently have. Now if the compensation is removed Public Work workers loose that incentive. That is unfair to many people that work in Public Works.	4/13/2023 7:19 PM
8	I love the 4 day week! Because I have a a side job that I do Friday a Saturday! That helps bring extra money to my family!!!! A gives me more time with my kids!!!! Pls keep the 4 day!!! Gracias!!!	4/13/2023 3:44 PM
9	We were sold the 4-9-hour days as a benefit instead of a raise. If we go back to it will there be a raise?	4/13/2023 2:01 PM
10	We were told our raise would be less and offset by going to a 4 day work week. I really value the 4 day work week and think it is a great benefit to attract and retain employees.	4/13/2023 1:44 PM
11	If we go back to 5 days I will want the same raise fire and police got.	4/13/2023 6:22 AM
12	I thoroughly enjoy the four-day work week; however, the days can get long, and it can be hard to catch up on personal tasks outside of work. It would be idea with 8 hour work days instead of 9.	4/12/2023 6:03 PM
13	I am able to schedule doctors' appointments and other family functions on that day off rather than burn my sick or vacation days. Also, it is good to have a extra day to relax/ decompress from the week routine other than just 2-weekend day.	4/12/2023 3:56 PM

14	Question number 4 likely to change if pay increases were not matched to other departments.	4/12/2023 3:36 PM
15	I'm really enjoying the 4-day work week. This gives me more time to take care of stuff that is usually opens during the week. My favorite part is being able to spend more time with my family. If you do decide to change us back to a 5-day work week. I would be expecting a 9% raise.	4/12/2023 2:43 PM
16	I WOULD LIKE TO KEEP WORKING 4 DAY WORK WEEKS	4/12/2023 2:04 PM
17	4 Day workweek is a huge incentive and improves the quality of life tremendously. To achieve the same amount of work from our staff in a 36 hour work week as opposed to 40 is impossible. Each FTE now has a maximum of 1,872 working hours in a calendar year instead of 2,080. If expectations and regulations were followed accordingly FOR ALL CITY DEPARTMENTS, I don't think it would be as much of a crunch on daily operations.	4/12/2023 1:56 PM
18	The 4 day week is immensely popular throughout the department, and thus a valuable tool for retention.	4/12/2023 1:47 PM
19	As a manager the 4-day work week has helped to hire staff. It is a big help in attracting talent.	4/12/2023 1:32 PM
20	Going back to 5 days after everyone was told this was the fix to not giving public works a raise, would feel like a slap in the face. I also feel it has kind of stabilized and slowed down the turnover rate of losing and hiring employees.	4/12/2023 1:24 PM
21	I have my own business and having Fridays off helps with that	4/12/2023 1:08 PM
22	Having Friday off has been very beneficial to me. I am able to have more time for projects around the house, easier to schedule medical appointments, and schedule car maintenance needs.	4/11/2023 8:22 PM
23	It's nice having 3 days off but its not very practical for field work. Mondays and Fridays are half staffed and that's without call in's. Basically Monday's and Friday's are just staying afloat. We can only do project's Tuesday, Wednesday, and Thursday.	4/11/2023 3:02 PM
24	3 days at 10 hrs. and 2 days at 5 hrs. Best of both worlds!	4/11/2023 2:26 PM
25	A 4-day work week is great in that we get a three-day weekend, but since the work load itself did not change, the burden to achieve everything in 4 days has been draining. The theoretical 36-hour work week has not really been felt for most salary employees within my circle. We are still often cramming 45-50 hours over the course of 4 days. That said, being able to check out for three days has allowed me to have more flexibility to pursue personal projects and better engage with family. I believe that we are still in an adjustment period where we will continue to better manage our time and outside parties also learn to better adjust to city hours of operation.	4/10/2023 7:03 PM
26	Deadlines and expectations are not realistic	4/10/2023 4:24 PM
27	This 4 day work week compensates for the small percentage of raise we get in the city of Rowlett if you are not fire or pd. It has also helped balance life outside of work tremendously. Just a final note a lot of schools are starting to adapt the 4 day work week and it will help our employees next year if their kid attends a 4 day school or incase their kids school switches over to a 4 day schedule.	4/10/2023 6:57 AM
28	While we're definitely able to meet the needs of our customers, our hands are tied a little by being less able to do things to deliver extra value to them. It also feels like we're having to do the same amount of work with less people hours to do it. So while I enjoy having an extra day off from time to time, as a rule I'm still working 5 days, because it's actually more stressful to not work that fifth day. I'd rather just go back to 5 days, but get a pay bump on the scale of what police and fire got last time. If that's not an option, I'd argue for keeping the 4 day week, as other members of my team really like it.	4/8/2023 1:30 PM
29	A 4 day work week is not conducive to an environment that is open 7 days a week. Staffing has been particularly hard resulting in my working way beyond a 40 hour work week. This has resulted in even more time away from my family and created a hardship for my spouse. By the time I get home in the evening I have missed family dinner and it is bed time for my child. I find it difficult to take lunch most days due to staffing, especially an hour. I would also be interested in the opportunity to Flex Time based on lunch or take a 30 minute lunch. If there	4/7/2023 10:23 AM

was an option to work a 4 day work week without increase my work day, I would be interested, or if there was an opportunity to work from home.

30	It is taking some time to adjust to the changes and easier now than when it first began. At different times of the year, depending on the busy cycles, it is harder to fit everything within the work hours. Been nice scheduling appointments on Friday and not have to take off work.	4/6/2023 5:00 PM
31	4 day work week does not work in departments that have a facility that's open everyday. Additional staffing is desperately needed to accommodate this transition in full time positions.	4/6/2023 3:05 PM
32	I am very pleased with the 4 day work week.	4/6/2023 3:01 PM
33	We could get a little more done with 10 hour days.	4/6/2023 2:16 PM
34	I believe having a day a week off has improved my work home balance as well as my job performance.	4/6/2023 10:15 AM
35	Working the 4-day work week has provided me with a much needed work/life balance. I can spend Friday just doing something for me or I can go to doctor's appointments, hang out with family, take my dog to the vet, go for a short weekend trip with my hubby ... the opportunities are endless. Working the 4-day work week has also made me rethink how I work and has allowed me to have a longer period of time to concentrate on my assignments, and to rethink how I do some of my duties - working smarter! It has also allowed added time after 5pm to help customers if needed. The days are longer for sure, but the added advantage of having Fridays off more than make up for it. This is the future of the workplace and why not be on the cutting edge and continue to work the 4-day workweek; when other cities adopt this plan, I fear a lot of our employees would seek employment elsewhere if we go back to the old 5-day workweek. The City of Keller continues their 4-day workweek with being closed on Fridays plus several school districts have now gone to a 4-day school week. I also think it will be harder to collaborate with staff if we go to a choose your day off workweek - Monday or Friday, or any other day. When a full staff is not here on Mondays or Fridays that only leaves 3 days to hold meetings thus shortening staff collaboration even more. My vote is for the City to stay with the 4-day workweek, closed on Fridays. It's only been 6 months and takes time to educate our citizens they need to get their business taken care of Mon – Thurs, 8am to 6pm. Maybe have another media campaign about our 4-day workweek. It took time for people to get used to the Post Office being closed on Saturday, but now we don't think anything about it. And last but not least, the 4-day workweek was an option for non-safety personnel so the City would not have to come up with the large amount of money it would take to compensate us for FY2023. If we go back to a 5-day workweek mid-year that amount of money would need to be taken out of the budget this year and figured into future budgets. Thanks for continuing the 4-day workweek!	4/6/2023 10:07 AM
36	This has been great for morale.	4/6/2023 9:51 AM
37	The "Friday-off" 4-day work week has truly enabled me to have valuable family time; it has reduced my stress and anxiety; and it has improved my quality of life and allows extra time for healthy habits. I can now schedule personal appointments on Fridays outside of the workday, which allows me to focus on my set work. Since the non-emergency employees did not receive the large raises the Police/Fire/Dispatch received, it was sold to the employees (and we bought into it) that having Fridays off would make up for the reduced raise and it would also assist with retaining and hiring new employees. In 2014, we were told the City had been too generous with the sick leave policy. Modifications were made to the policy that penalized the employees who did not abuse their sick leave hours, resulting in a 75% reduction in their payout at retirement. Dangling another carrot and then snatching it away will only result in employee low morale (again), the inability to build and maintain trust, and possibly many early retirements. Also, current job openings are advertising the Monday – Thursday from 8 am to 6 pm work schedule with Fridays, Saturdays and Sundays off. How will this affect the employees who have remained loyal to the City through all the rough times? Will the long-time loyal employees be required to work on Fridays only because their job postings did not indicate they would be off on Fridays? Please do not remove or stagger the promised day off. Reward the employees so that we can continue to thrive as an organization and reward the citizens of Rowlett.	4/6/2023 8:43 AM
38	I love the 4-day work week!! Please don't get rid of it. It provides me with time to get other personal items attended to during the week without having to take time off or eating into my actual weekend family time. It gives me a chance to regroup and is seriously beneficial to my personal mental health. While I don't think I would actively seek employment elsewhere if we	4/6/2023 8:30 AM

returned to a 5-day week for this reason alone, it does put Rowlett on an even field with other entities and makes staying here lose its luster if other issues caused me to consider leaving. Right now, I could put up with a lot of things that might make me unhappy and would still stay here because of the 4-day work week with Fridays off (Note that it wouldn't be quite as awesome if it was mid-week day off - just saying). But I LOVE THE 4-DAY WORK WEEK WITH FRIDAYS OFF!!!!!!

39	Some departments split Monday and Friday, this short hands everyone and makes it difficult to get things done on those days. If we continue with the four day work week, everyone needs to work Monday-Thursday, not split up departments.	4/6/2023 7:46 AM
40	We were given the 4 day work week instead of a pay raise. So if we are looking at moving back to the 5 days then you need to be looking at pay raises for public works. And not a "this year" pay raise. Last years pay raise. And then another this year. With rising costs of inflation and the fact that we all deserve raises.	4/6/2023 7:23 AM
41	I love 4 day work week.....	4/6/2023 6:35 AM
42	can make Dr. appt: on are day off and if they decide to go back to 5 days a week they will have to give use 5% raise because PD & FD got a 9% raise	4/6/2023 6:17 AM
43	4 day work week is working out good for a lot of people and gives more time with famliy and home life	4/6/2023 6:14 AM
44	The four day work week is one of the perks is the reaon why i apply for the job I love the work and life balance	4/6/2023 6:00 AM
45	With a 4 day work week everyone has a higher morale at work, we are more efficient as a team.	4/5/2023 7:38 PM
46	I cannot honestly answer #4 because no other details are provided. Would we still work a 36 hour week with a 1/2 day on Friday or go back to normal? If we return to a 40 hour week, would we get a pay increase instead or simply get nothing because we're not fire or police gods?	4/5/2023 7:34 PM
47	#4 should have a caveat that if we are to return to the 5-day work week, non-emergency employees need to be fairly compensated since that was the incentive in lieu of higher pay. It is a great recruitment and retention tool and makes us really stand out among other cities.	4/5/2023 5:55 PM
48	I have found the 4-day work week to be one of the greatest pros working here for the city. it pushes the employees to create a faster response to daily projects. A sense of drive and motivation is placed in the work environment, not to mention the clear and positive response from the household. Being a family man, the city provides necessary time to be an impact on my children. Creating time for those close to me to benefit from my new outlook of a workweek. Never have I dreaded the upcoming tasks; I have actually pursed more education from within the city for the tasks at hand and look forward to every new solution it may bring. it helps me connect with fellow employees I might of never have thought of asking for help from. Really brings quality use of those hours I have, in pursuit of serving Rowlett. thank you.	4/5/2023 5:23 PM
49	Going to 4 days did not reduce the number of meetings that take place, so the amount of time available to focus on work has decreased. Working an extra hour a day also means I have one hour less to rest each day, so ironically I feel I am expending a lot more energy than I was working a five-day 40-hour week, and I feel like everything has become less efficient. It has made it more difficult to work with outside agencies as they all work 5 days a week.	4/5/2023 4:58 PM
50	If the 5 day work week comes back for open range, then those affected should receive the same pay raise previously given to public safety. Staying open until 7 pm seems unproductive, customers do not seem to utilize those late hours.	4/5/2023 4:48 PM
51	If we go back to 5 day work weeks we should get a raise we were told we are going to 4 day work weeks because you could not afford to give good raise but in return gave pd and fire a 9 % raise The 3.5% you gave use did not help us at all with the cost of everything doubling that 50 cent raise did no good for anyone.	4/5/2023 4:14 PM
52	The Tuesday late day is not getting much traffic. It makes for a long day.	4/5/2023 3:57 PM
53	i love it working 4 days. Time to rest for 3 days	4/5/2023 3:56 PM
54	The 4-day work week has helped me tremendously. I can get any errands I need done on the extra day off than having to use time to take off during the week. I enjoy coming to work a lot	4/5/2023 3:38 PM

more than working a 5-day work week.

55	I have only been with Rowlett a little over a month. However the 4 day work week was a selling point for me to leave my old job of 17 years. My life/ work balance is much better now. I'm in the parks dept. We have a 7 days a week work load, so scheduling can be a little hard sometime but it can be done. I have found working that extra hour a day has helped getting extra things done.	4/5/2023 3:25 PM
56	would like to keep 4 day work week	4/5/2023 3:25 PM
57	With the 4 day work week I am able to schedule most of my doctors appointments on my days off than using my sick or vacation time. I also homeschool my daughters which allows me to be home with them to work one on one with their school work and social fieldtrips. I spend less on gas coming in 4 days. I feel that 5 day work week will bring back more inconvenience.	4/5/2023 3:22 PM
58	4 day works really well because we are here 1 hour longer each day. Being off on Friday allows me more personal time to get things done and more time to rest up for the following week. I see I'm more rested when coming back on Monday and less stressed. Contractors are getting used to it and works well the majority of time.	4/5/2023 3:21 PM
59	The shift to a 4-day work week has impacted my life dramatically, and for the better. I get more time with my family (greatly needed), I'm able to spend less on gas and lunches, and it is much simpler to take care of any doctor appointments that may arise. This break from work has also been a great help for my mental health and given me a better opportunity to create a better work/life balance as well.	4/5/2023 3:14 PM
60	I enjoy the four day work week. I think it's good for all the employees.All the employees I talked to really like the 4 days work week.	4/5/2023 2:15 PM
61	I'm very grateful for the 4day work week. It's so nice to work for an organization that values our employees.	4/5/2023 1:44 PM
62	The 4-day work week has been great. It helped boost morale in my department and helped retained employees that were seeking outside employment due to burn out. It is a high likely hood that if we were to change back to the 5-day work week that turnover would increase. We have also seen an increase in the quality and quantity of applicants received for available for positions since the change to the 4-day work week.	4/5/2023 1:34 PM
63	I can go to DR appointment. on my day off and do stuff around the house> if we did go back to 5 days a week you would have to give use 5% raise because that was one of the reason we went to fourdays a week. pd got 9% raise.	4/5/2023 12:19 PM
64	I love the 4 day week!	4/5/2023 12:18 PM
65	Allows me time to take care appointments, errands and have an extra day to rest. If they go back to five day work week we would have to have the 5% pay increase for the off set of pay. Police and fire got 9% raise.	4/5/2023 12:06 PM
66	I'm loving the 4 day work week, I feel less stressed about the amount of things I need doing during my free time. I'm taking more advantage of scheduling the majority of my dr appt at this time and personal appt as well. I feel I'm getting more accomplished during the time I'm here because time requires I do so. I hope this does not change.	4/5/2023 12:06 PM
67	The 4-day work week has increased morale and productivity in our work environment. The added personal/family time positively impacts work-life balance in a way that reflects increased patience and service levels with co-workers and those we provide our service to.	4/5/2023 12:06 PM
68	It helps morale and productivity tremendously.	4/5/2023 12:03 PM
69	The 9-7 on Tuesday is not necessary and it is unfair to the people who don't have a lobby. No one else stays late. If, you change to five day we will definitely need to be \$\$\$ because we are not competitive with other cities It would be better for our customers (trades people) to work 7-5.	4/5/2023 11:58 AM
70	Happier work force means increased productivity plus the retention rates are better and it helps with recruitment. Your electric and utilities should be down and there is less wear and tear on our city vehicles as well as our personal vehicles. Plus you have a better work life balance with a 4 day work week and I just feel refreshed from it.	4/5/2023 11:44 AM
71	My family in I enjoy being able to get things done when businesses are open on Friday.	4/5/2023 11:38 AM

72	Having Fridays off is life-changing. Placing a priority on mental health is a relatively new concept, but personally, this day just for me has truly improved my overall wellbeing. • It's MY day to do with what I like. • I'm more positive, don't let negative emotions creep in. • I'm extremely productive at work because I feel more refreshed and energetic. • my physical health is improved because I can get in a longer workout 3 days a week now instead of the previous 2. • I'm actually present (mentally and emotionally) with my family on Saturday and Sunday now instead of needing a day to decompress from the work week. The longer workday has not been an issue whatsoever. • I'm here anyway, I don't mind staying another hour. • Traffic is lighter at 6pm than it is at 5pm. • I still meet (and most of the time exceed) all deadlines. • I feel I'm more focused at work now. • The condensed week has brought more organization to our processes and has actually helped us meet our productivity goals. • Staff attitude is much more upbeat and positive. One of the main reasons for the shift to a 4-day workweek was the City's inability to offer the level of salary increases staff deserved and are warranted in this economy. If a return to a 5-day workweek was ever considered, Council will need to provide adequate raises to help retain dedicated staff who will otherwise begin looking elsewhere for employment. There are a lot more cities doing a 4-day workweek to choose from now!	4/5/2023 11:36 AM
73	It is difficult to make city wide events due to some people having different schedules.	4/5/2023 11:33 AM
74	The 4 day work week has made me rethink about leaving the city. It is the best thing the city has done since I have been here.	4/5/2023 11:33 AM
75	The 4-day work week was a key determining factor in my decision to accept the career opportunity offered to me by the City of Rowlett.	4/5/2023 11:27 AM
76	Since the city has gone on the 4 day work week, my mental health seems to be much better. the 4 day work week not only allows me to rest and extra day but also allows me to run errands that I would not normally be able to do without taking sick days off. It also allows me to spend extra time with family which is very important to me. I hope the City stays with the 4 day work week moving forward. I am a lot happier since we moved the the 4 day work week and work productivity has not changed we still do 100%. We get all our work done by each end of day.	4/5/2023 11:22 AM
77	It's unfair for public works to return to the 4-day work week, because police and PD got a 9% pay increase and public works did not . This 4 day work week was an incentive for public works and taking it away would be a slap in the face.	4/5/2023 11:08 AM
78	The 4 day work week has worked very well in my position with the city. Everything runs smoothly.	4/5/2023 10:55 AM
79	The 4 day work week greatly improves moral in the workers	4/5/2023 10:51 AM
80	This schedule was given to employees instead of the raise that police and fire got. If you take it away, then you need to give the raise. Council says they got lots of complaints - was it 60,000+? Because upsetting the whole company for a few people makes no sense. You are going to see a lot of people looking for a job somewhere else that doesn't keep changing they're minds. People aren't going to want to come to Rowlett.	4/5/2023 10:35 AM
81	I love working a 4-day work week and working for the City of Rowlett. At this point, I can't say definitively whether or not I would seek employment elsewhere if we revert back to a 5-day work week. If the City Council wants to go back to a 5-day work week, I would suggest allowing employees to remain on a 4-day work week schedule but have departments schedule some employees off on Mondays and some off on Fridays.	4/5/2023 10:33 AM
82	I hear people speak about the City not being opened when they need them. If that is a problem, maybe split the staff to work Monday-Thursday shift and Tuesday-Friday shift. We are all adults and should be able to make it work. Please do not get rid of the 4-day work week.	4/5/2023 10:30 AM
83	The 4-day work week has really improved my time with my family. I can also make time for appointments, birthday parties, traveling, family reunions, etc. I really appreciate the City of Rowlett for this opportunity.	4/5/2023 10:28 AM
84	Aside from employees who primarily work on tasks (e.g., call center reps, receptionists, etc.), rather than projects, all open range coworkers that I know tend to work more than 40 hours per week, even after the 36-hour adjustment. Additionally, many open range employees have to work nights and weekends and still be in the office during normal business hours. A 4-day work week allows these employees to get caught up with their personal life and likely mitigates	4/5/2023 10:28 AM

feelings of burnout. I often have to work Fridays, but having the option of working from home or taking the morning off to get caught up on sleep or "chores," makes having to work odd hours much more bearable. This week, I worked 10 hours on Thursday, 5 hours on Friday, 9 hours on Saturday, 6 hours on Sunday, 9 hours on Monday, 14 hours on Tuesday, and will work 12 hours today (Wednesday). Even though I will have to work this upcoming Friday, Saturday, and Sunday, the option to sleep in on Friday is something that I believe I earned after a 65-hour work week. Not having that option makes much more difficult to bear the workload triage, long hours, lack of adequate staffing (leadership prides itself on being one of the leanest cities in the region), and below-market-average compensation.

85	work/life balance is better.	4/5/2023 10:15 AM
86	It has been discussed, and if the schedule changes back to open 5 days a week with staff alternating a day off, I do not think this would be a benefit. This would create a heavy work load with the people that are working having to do another persons job at least one day a week.	4/5/2023 10:14 AM
87	The 9am -7pm Tuesday isn't a good fit. We have very little traffic in lobby and no phone calls, other departments don't have to work the 9-7 so it's unfair to the people that who don't have the choice to work later day but 7-5 or something different which these hours would be okay too. If we work 8-6 for 4 days this would be the better for all. If we returned to a 5-day work week then \$\$ would need to be taken into consideration. We aren't even close to what positions are paying in other cities currently!!!!	4/5/2023 10:11 AM
88	I feel that the extended hours for our customers is very helpful for them since we are on the out skirts of Dallas. It gives our citizens time to handle City business without taking off from their work schedule. However, I would not want to work the extended hours 5 days a week. I also feel that the consolidated 4 day helps keep the employees more focused during the time we are here.	4/5/2023 10:09 AM
89	From everything employees have heard around the city, the complaints these new hours and 4 day work week has received. It may be best for there to be skeleton crews on Friday's and Monday's in order for residents to access main city services 5 days a week still. I do worry that it took us a bit to get here, and families have changed and planned their lives around the new schedule, daycare, doctors appointments etc. and just going back to 5 days without maybe trying something else could possibly lead to a change in employee moral. With the state of our economy, families are just trying to find something positive to grasp onto seeing how much the cost of living has increased, and this 4 day schedule may be just that.	4/5/2023 10:09 AM
90	It keeps moral up and people happy!	4/5/2023 10:05 AM
91	I LOVE the 4 day work week. I think my customers have adjusted to the change and I have not heard any negative comments about not being available on Friday. (And I hear a lot) Customers have even said that they understand the change for current times. I think it HAS caused some of our customers to have to plan for their needs and use our website more, but that may not be a bad thing.	4/5/2023 10:04 AM
92	Now that we have Fridays off, I am able to schedule doctor's appts and handle business that I wouldn't usually be able to do without using vacation and sick time. I've been able to have lunch with my son at school several times and attend awards ceremonies without worrying about arriving late to work or leaving in the middle of the day to do so.	4/5/2023 9:57 AM
93	having an extra day to handle personal issues his great. Less stressing trying to schedule time off for doctors appointments etc. This is a great way to refresh and relax if needed. Not having to use vacation/sick time is an added bonus by not working 5days a week	4/5/2023 9:57 AM
94	It was my understanding that one of the reasons that we changed to a 4-day work week was we had a compensation study done that showed that we were not up to par with the surrounding cities wages. One of the reasons for the decision to change was to justify a lower percentage throughout the city and reallocate those funds to more severely underpaid departments and bring them up to a more competitive work pay range. So, this was a compromise/deal that I was willing to agree with given that we technically only work 36 hours but get paid for 40 hours and have a day off. However, if the city decides to go back with a 5-day work week I feel like it is only fair that the city, then needs to bring my pay up to whatever the competitive wage that the compensation study showed it needed to be.	4/5/2023 9:56 AM
95	I've saved more vacation time since moving to the 4-day work week and my overall mental health has improved with the extra day off. If we go back to the 5-day work week, I would expect for us to receive the same raise public safety received.	4/5/2023 9:54 AM

96	it's good for more family time, do not have to take off much with the Friday off able to do business, Doctors visit etc.	4/5/2023 9:52 AM
97	The 4 day workweek has allowed me to have less time away from work to do appointments and such. There is a definite mental component to being much busier in four days but knowing on Friday we are closed. I still respond to emails when needed and as a salary employee I do what I have to do to get my job done. But , with others notworking on Friday I dont' come back to 100 emails in my inbox that I have to catch up on. Also, I think we have been able to meet our customers needs being closed on Friday. There is a misconception that our customers are not being served and that is just not the case - yes, this is non traditionally but it is also working and it is the future of business. Out of 65,000 residents I would say only a very small handful - less than 10 - have truly been impacted by being closed on Friday and over 500 (employees) are benefiting from the closure.	4/5/2023 9:46 AM
98	LOVE IT!!! Still able to get work done and enjoy more time with family. DO NOT GO BACK TO 5 DAY WEEK!!!!!!!!!!!!!!!	4/5/2023 9:45 AM
99	Concerning meeting the needs of our customers. My department needs to establish a clear policy on how to cover the during this day. If we return to a 5-day week, would not be a deal breaker for me. However, according to our City Manager, the reason for switching to a 4-day work week, was to compensate employees for not receiving fair compensation pay, like Fire and Police received. So, if we return to 5-day weeks I would hope the city would make adjustments to our pay.	4/5/2023 9:44 AM
100	LOVE THE EXTRA REST, TIME/GAS SAVING, LONGER WEEKEND AND ABILITY TO SCHEDULE APPOINTMENTS.	4/5/2023 9:43 AM
101	For the lower-level employee that has a hard time paying their bills and doesn't get the big raises like Upper Management and mid-level personnel that get new cars every time they get a raises and the rest of us make too much for our pay grade to qualify. THE 4 DAY WORK IS A VERY VALUABLE INCENTIVE and great moral boost. The 4 day schedule allows us to take care of personal business and or work other jobs to make up for the lack of pay without using our vacation time. Taking away another promise will kill the little moral you have built. The City will lose valuable lower level employees.	4/5/2023 9:41 AM
102	The 4 day work week has improved my life greatly. It helps in many way including childcare, and over all positive attitude in the workplace.	4/5/2023 9:41 AM
103	This was never presented to us a "trial" work week, I feel me and most of my colleagues understood it as this is how we as a city are going to be running now. Especially as we cannot get the minimal market value pay as the rest of our positions in the field. That the raises will go to the Fire and Police and not to the rest of the employees of the city because of the cost. This saves the cost of raises while giving the employees a benefit for not getting a raise of pay at standard cost of living. I save so much on Gas, Meals and being able to have an extra day to get my errands done is a blessing than having to go out on the busy weekends. Bottom line- Please keep the 4 day work week or pay us more money.	4/5/2023 9:40 AM
104	This schedule only works for very few departments. Police, FD, Public Works, Library, and RCC cannot fully operate within four days. Also, employees with young children cannot either. I get home at 6:30 and my kids go to bed at 8:30. Also, many day cares close at 6:00. It's just not feasible. It would serve us much better working 8 - 5 M-Thursday and then half day Fridays. I would also prefer some work from home flexibility. We did it the last two years, and now it's been completely cut off. If we could have at least two work-from-home days, that would benefit us, and also keep us in line with other cities. I have already been applying elsewhere, because this schedule does not work for my family. It's very disheartening, because I hate to leave.	4/5/2023 9:40 AM
105	4 day week is preferred. I do not recall this as a "trial" period. City staff had no input in the origination of this schedule, or the implementation of it, and has reorganized their lives around these changes. To upend the effort put in to make this work for the management who made the decisions, would reduce your workforce, and sour the morale and job duty effort put in by those remaining. Returning to a 5 day week would require an immediate raise to account for the the "4 day week in lieu of raise", or resignation will be submitted.	4/5/2023 9:40 AM
106	The 4-day work week allows for time at home. This allows and extra day to de-stress from the week. This is the best thing for the city.	4/5/2023 9:40 AM

107	I enjoy the four day workweek. However, if we went back to 5 day workweek, would we receive an additional raise? Since we received this day off, instead of the 9% that Police and Fire received, we should get the rest of our raise if we go back to 5 day workweek, right? And by the way, no one ever told us this was a "trial" period. Instead of taking away the 4 day workweek, why not open 5 days but have some people off of Mondays and some people off on Fridays. Since most cities and schools are already going to a 4 day workweek, it would move Rowlett backwards instead of moving forward in this trend. Rowlett will lose alot of employees if the 4 day workweek is taken away and employees are not compensated for it.	4/5/2023 9:39 AM
108	I feel like the 4 day workweek has increased individual work production. I personally think that if the 4-day work week goes away there will be huge turnover in the city as we are advertising positions with this schedule, in addition I do not think it was very well advertised to employees that this was a "trial"period. I also do not want a rotating schedule (if the city goes back to 5 days a week) as it is truly not a day off when you are getting phone calls and emails that need to be handled, currently with the city being closed on Friday's that does not happen.	4/5/2023 9:39 AM
109	Don't punish the many based on the few. If this schedule isn't working for one department OR one person, then address THAT department/person's issues. Don't let a bad apple spoil it for the whole bunch.	4/5/2023 9:38 AM
110	Being in a department where citizens do not know when we are open because it is their first time dealing with a citation from Rowlett, most just show up to settle their issues and then find out we are closed. I think having a "shift" to cover 5 days would be better for the community. Recently, we had staff development and we were closed Fri, Mon, Tues Wed - this was voiced with disappointment within the community (some trying to resolve warrants, etc.) We also miss approx 30-50 phone calls on Fridays from the community as well. -Kathy Kirk	4/5/2023 9:38 AM
111	Having a 4-day work week allows me to be able to take my family to their doctors appointments without having to use my time unless it is necessary. I also am glad we can assist customers who get out of work at later times and are able to assist them in person or over the phone. My overall mental health has improved!!	4/5/2023 9:38 AM
112	I didn't know this was a trial schedule. It was NOT said that way when we went to this schedule.	4/5/2023 9:37 AM
113	4-day work week is the best thing that has happened since sliced bread! Gives me the opportunity to spend quality time with my daughter and husband. Which motivates me every week. I commute to work from Caddo Mills. So, a 4-day work week is also saving me gas money. I would really love to continue with this initiative.	4/5/2023 9:35 AM
114	It is working great. Keep the 4-day work week	4/5/2023 9:34 AM
115	Comparing to other cities that I used to work for, my raise here is much less. Without 4-day work week, I will be absolutely seeking for another opportunity with better pay, better raise.	4/5/2023 9:34 AM
116	The 4-day workweek is the future of work. Time is our true currency, and I am willing to be paid less to work less time. If we move back to 5-day work weeks, I will be demanding a significant raise due to loss of income from last year (since the deal was we would not get a significant raise in exchange for this schedule), inflation, and looking at comps for my role. I also want to say that leadership did not communicate this schedule as a trial period. I knew because I was told later on. Many of us have altered our lives and I do not want to go back. Thanks!	4/5/2023 9:33 AM
117	This has been very good for the city	4/5/2023 9:33 AM
118	In some departments it is VERY difficult to only work 4 days per week, as we operate 7 days a week for our customers. If we had additional staff, it would make things A LOT better and we could actually get our 3 days off.	4/5/2023 9:32 AM
119	The 4-day work week allows me to schedule appointments and vacations without having to use additional accrued leave. Most importantly, it allows me to spend more time with my family. The 4-day work week is becoming the new normal. We are ahead of some of our peers by having implemented this, and we need to keep it that way.	4/5/2023 9:32 AM
120	I PERSONALLY THING FOR MY MENTAL AND PHYSICAL HEALTH HAVE THRIVED OFF THE FOUR DAY WORK WEEK AND HAVE BEEN ABLE TO SAVE ALOT OF PTO TIME TO PROVIDE FOR MY FAMILY AND MY SELF ; DRS APPT AND HOUSE WORK ETC. ALSO I DONT MIND CLOSING LATER AT ALL I THINK THATS MORE LOGICAL WE ARE OPEN THE SAME HOURS AS OTHER COMPANIES AND OFFICES AND IT GIVES A HANDFUL	4/5/2023 9:32 AM

OF PEOPLE AND GIVES THEM THE OPPURTUNITY TO HAVE A CHANCE TO CONDUCT BUSINESS AFTER 5P.

121	Please do consider that the 4 day was offered as a way to deal with the fact that the city could not offer raises in keeping with inflation. That's fine, time is money and I value my time often more than I value individual dollars. This schedule is fantastic for me. However, if this schedule is taken away, employees will reasonably ask for the monetary compensation they were originally denied. While Debra Shinder may dislike the schedule for whatever antiquated reasons, I hope the idea of finding an extra million plus dollars (yes, it will cost that to bring raises in line, and likely closer to two million) brings her exceptionally more discomfort. It is non-negotiable that employees should be compensated fairly, as the city has made major strides in recent years to do so. Thank you HR team for your work through salary surveys and your dedication to keeping our benefits affordable.	4/5/2023 9:32 AM
122	I love the 4-day work week because it gives me more time to spend with family and friends. It also gives me more time to relax and unwind before the next work week. I don't have to worry about taking time off for doctor appointments because I can schedule them on the Fridays that I am off.	4/5/2023 9:31 AM
123	I am able to accomplish the same weekly goals as in the 5-day work week. I feel my work product is better because I am more refreshed with the extra day off which leads to better focus for my work.	4/5/2023 9:31 AM
124	The 4 day work week has been extremely convenient in my everyday life. I'm able to get my work done in a timely manner, and schedule appointments on my Friday's off, which results in less sick/vacation time used. If the 4 day work week went away, I would 100% find a job in another city.	4/5/2023 9:30 AM
125	Working a 4 day week is so much less stressful. It has provided more time to be at work the full amount of hours instead of having to run errands on my lunch breaks and not truly taking a break or having to take sick or vacation time. I feel more excited to come to work on Monday with a plan to get all my work done in the 4 days. I'm very happy to work here with the 4-day work week in place.	4/5/2023 9:30 AM
126	The 4 day work week has been amazing. It has helped me with both my mental health and day to day functioning. If we were to go back to a 5 day work week, we would need a substantial raise to make up for it.	4/5/2023 9:30 AM
127	The 4-day work week has been very beneficial for me and my family as time can be spent on my extra day off to complete errands, household duties, etc. This allows extra free time in the evenings and on weekends that can be devoted solely to family. In addition to the 4-day work week, I would also welcome an even more flexible schedule by allowing work from home days when manageable.	4/5/2023 9:30 AM
128	This gives our employees the ability to have jobs on the side without affecting us. It also allows us the ability to hire skilled labor that supplement their income with side jobs and keep them.	4/5/2023 9:29 AM
129	Most personnel were not provided adequate cost of living adjustments for inflation - and 4 day work week was our compensation. If you choose to go back to 5 days, the open range pay plan/compensation should be brought up to the appropriate pay rate. Additionally, we are all now in a new routine. Please do not keep making us adjust to new schedules. It's unfair to staff and the citizens to continuously change things.	4/5/2023 9:29 AM
130	The four day work week is a better way to balance work with personal life. People are able to see and spend time with their family more, we are able to schedule doctor appointments, or personal time on Friday's then waste our vacation, sick, and/or comp time. Also we are completely able to get more done in day with four day work week and not having to skip or miss lunches. Honestly it makes up for the lack of pay and raises we as employees receive	4/5/2023 9:29 AM
131	The 4-day workweek played a big role in my decision to stay with the City of Rowlett. With the pay gaps from surrounding communities, the 4-day work week allows Rowlett to stand out. I have not had any issues with customers stemming from the 4-day work week and it has increased my own productivity and time management. There was a bit of downtime while working a 5-day work week but now I am able to successfully keep pace while occupying the majority of my time in 4 days.	4/5/2023 9:28 AM
132	I have liked 4 day work weeks in the past. It's easier to schedule the day when there is a little	4/5/2023 9:27 AM

	more time to split up office and field work	
133	I love the 4-day week .	4/5/2023 9:27 AM
134	Makes my life a whole lot easier, maybe an hour change would work also from 6am-330pm	4/5/2023 9:27 AM
135	The day off helps me to make doctor appointments and other matters. I then don't have to burn a sick day or any other time from work.	4/5/2023 9:27 AM
136	The 4 day work week is AMAZING. The extra day makes a massive difference. I don't have to take off of work for doctors appointments or to run errands.	4/5/2023 9:27 AM
137	Love the four day work week, it reduces the need to take time off to do doctor appointments, car maintenance and participate in school activities with children! Please do not go back to a five day work week!	4/5/2023 9:26 AM
138	We have hired staff with this as a perk and now we are talking about taking it away, not sure that's a great idea.	4/5/2023 9:26 AM
139	THE 4 DAY WORK WEEK HAS HELPED TREMENDOUSLY FOR EXTRA TIME TO MAKE DOCTOR APPOINTMENTS AND JUST A MENTAL HEALTH DAY TO DECOMPRESS.	4/5/2023 9:26 AM
140	Some work from home flexibility would be ideal, and help with work/life balance.	4/5/2023 9:26 AM
141	The 4-day work week enables me to get more done in my personal life, including going back to school. It also saves me money on gas.	4/5/2023 9:26 AM
142	Love having an extra day with my family.	4/5/2023 9:25 AM
143	Even if we go bak to being open five days we should keep the four day bschedule and just stager staff to cover the five days we would be open.	4/5/2023 9:25 AM
144	Quality of life is so much better with 4-day work week!	4/5/2023 9:25 AM
145	Our country has begun the shift to 4 day work weeks. We need to stay with it as well.	4/5/2023 9:25 AM
146	Keep the four day week for sure!	4/5/2023 9:24 AM