



# City of Seagoville

## Meeting Agenda

### City Council

City Hall  
702 N. Hwy 175  
Seagoville, Texas 75159

Monday, July 15, 2024

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 – MAYOR PRO TEM

**HAROLD MAGILL**  
PLACE 3

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 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.

As authorized by Section 551.127, of the Texas Government Code, one or more Councilmembers or employees may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the meeting location.

The City of Seagoville reserves the right to reconvene, recess or realign any 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. Receive a presentation regarding the water and wastewater rate study.
3. Receive a presentation regarding incremental change to marked police vehicles.
4. Discuss Regular Session agenda items.
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. City Council may not discuss these items but may respond with factual data or policy information or place the item on a future agenda. Anyone wishing to speak should submit a Speaker Request Form to the City Secretary.

**Consent Agenda**

**11. Consider approving the City Council meeting minutes: July 1, 2024**

**Public Hearing**

**12. Conduct a public hearing on the creation of the Rolling Meadows Public Improvement District.**

**Regular Agenda**

**13. Discuss and consider an Ordinance amending the comprehensive Zoning Ordinance, plan and zoning map as previously amended, by amending the Planned Development zoning of a tract of land consisting of 238.79+/- acres generally located at 1001 Alto Road, 1755 Malloy Bridge Road, and 1520 Alto Road, in the City of Seagoville, Dallas County, Texas, providing for the development of the property for single-family residential purposes; adopting development regulations and a concept plan; providing a penalty of fine not to exceed two thousand dollars (\$2,000.00) for each offense.**

**14. Discuss and consider a Resolution approving the terms and conditions of an Interlocal Cooperative Agreement with the City of Scurry, Texas relating to the donation of surplus law enforcement property; and authorizing its execution by the City Manager or designee.**

**15. Discuss and consider a Resolution declaring certain city property surplus (vehicle) and authorizing the City Manager to sell, trade, or dispose of the property in accordance with the processes established.**

**16. Discuss and consider a Resolution declaring certain city property surplus (radios and cameras) and authorizing the City Manager to sell, trade, or dispose of the property in accordance with the processes established.**

**17. Receive a presentation and discuss the Comprehensive Salary Adjustment Plan for all positions.**

**18. 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, 6) announcements involving an imminent threat to public health and safety.

**EXECUTIVE SESSION**

**The City Council will convene into closed Executive Session pursuant to:**

**19. Texas Govt. Code Section 551.071 Consult with Attorney, to seek legal advice related to: The North Texas Municipal Water District**

**REGULAR SESSION**

**20. Take necessary action as a result of Executive Session.**

**21. Discuss future agenda items.**

**22. 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 11<sup>th</sup> day of July 2024, by 5 p.m.

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Sara Egan, City Secretary

The City of Seagoville does not discriminate based on 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 or email [citysecretary@seagoville.us](mailto:citysecretary@seagoville.us) . (TDD access 1-800-RELAY-TX)

**UPCOMING DATES:**

- Monday, July 29, 2024, Budget Workshop
- Monday, August 5, 2024, Regular City Council Meeting
- Monday, August 19, 2024, Regular City Council Meeting



TO: Mayor and City Council  
FROM: Chris Ryan, Director of Public Works  
DATE: July 15, 2024  
ITEM: 2  
DESCRIPTION: Receive a presentation regarding the water and wastewater rate study.

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### **INTRODUCTION**

The purpose of this item is to receive an update related to utility management.

### **BACKGROUND**

On April 1, 2024, City Council approved an agreement with NewGen Strategies and Solutions, LLC. for the purpose of providing a water and wastewater cost of service and rate design study update. The study will provide an update to year 2 of our five-year forecast of water and wastewater revenue requirements and accompanying rate scenarios which will meet the City's revenue recovery objectives. NewGen will examine the utility's capital requirements for both planned development and replacement needs in suggesting rates sufficient to provide continuous and adequate service to the City's utility customer.

### **FINANCIAL IMPACT**

FY2024 Water/ Sewer Budget.

### **RECOMMENDATION**

NA

### **ATTACHMENTS**

1. Presentation



July 15, 2024

# SEAGOVILLE, TEXAS WATER & WASTEWATER RATE UPDATE





## IMPORTANCE OF LOCAL OFFICIALS IN UTILITY MANAGEMENT

Utilities operate like a business, though the product being sold is a vital resource shared by all members of the community

Just like any business, Council is the “Board of Directors,” who must be able to address complex industry challenges including rising costs, aging infrastructure, and customer affordability

The Board must ensure the viability of the business by ensuring revenues match or exceed expenses and financial metrics are met

# CAPITAL IMPROVEMENT PROJECTS

Project	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Pump Station Replacements	\$ 1,754,283	\$ 206,553	\$ 0	\$ 0	\$ 0
Malloy Bridge Rd Sewer Relocation	0	227,208	0	0	0
Replace Waterline from Seagoville Rd S to Tunnel St (project PL1)	0	0	0	0	3,025,900
Replace Pipe at Cain St EST & Connection to 175 Frontage (PL5)	0	0	685,186	0	0
Replace Pipe from Ard Rd Pump Station NE to Seagoville Rd (PL6)	0	642,999	0	0	0
Replace Pipe from Seagoville N Elementary to Alto Rd (PL2)	0	919,161	0	0	0
New Gravity Main from Lawrence Lake (S3)	0	0	0	0	0
Replace Pipe from Alto / Farmers to Crestview / E Malloy Bridge (PL3)	0	0	0	0	3,596,542
Replace HWY 175 LS & New Mains to NBIS (S4)	0	0	0	5,893,293	0
Replace Waterline along E Malloy Bridge Rd (PL4)	0	0	685,186	0	0
<b>Total</b>	<b>\$ 1,754,283</b>	<b>\$ 1,995,921</b>	<b>\$ 1,370,372</b>	<b>\$ 5,893,293</b>	<b>\$ 6,622,442</b>

Notes:

- Projects funded through cash, new debt, and/or existing funds
- Project costs shown above are adjusted for inflation

# CAPITAL FUNDING

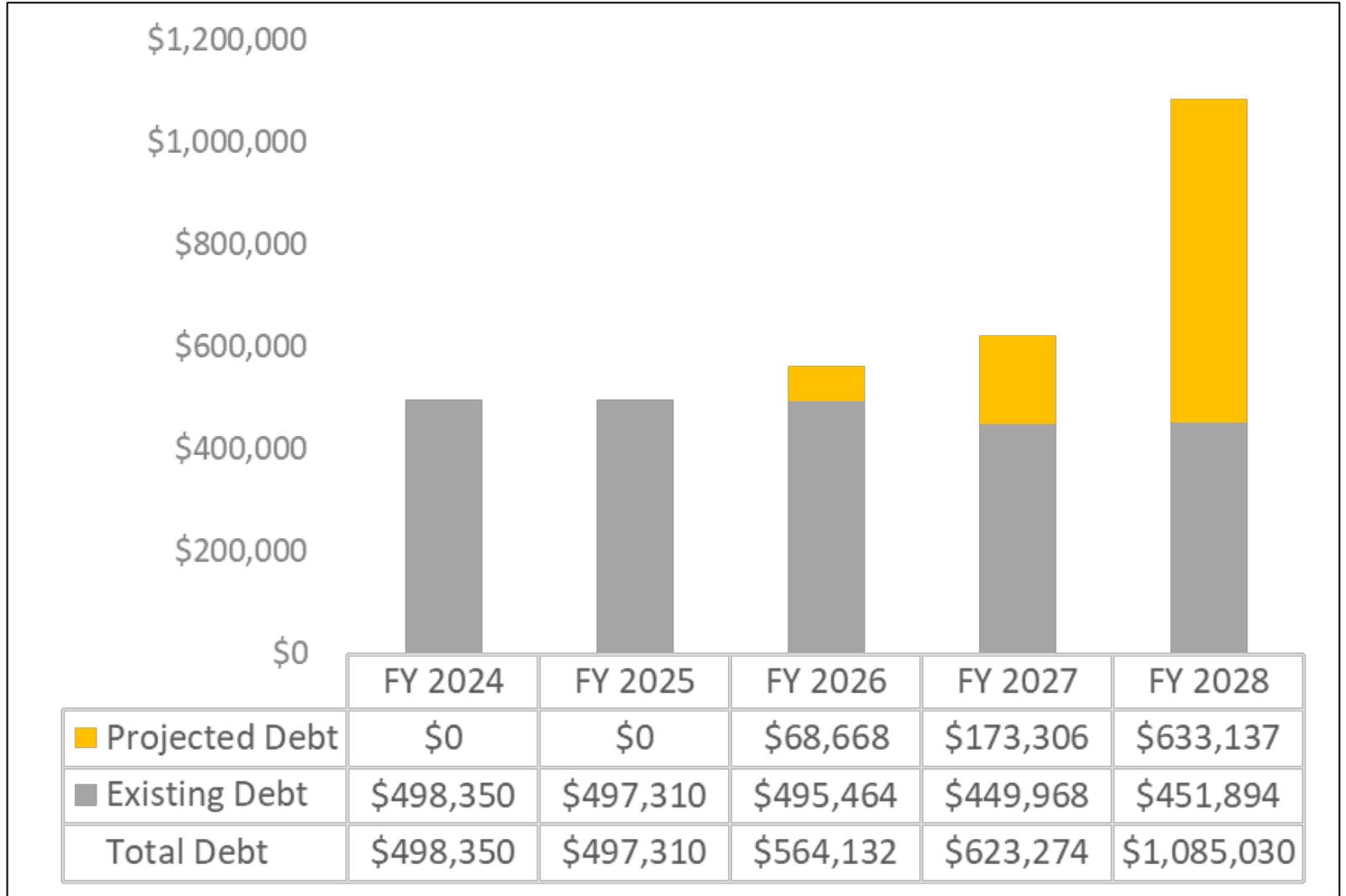
<b>Funding</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>Total</b>
<b>Water</b>						
Cash Funded through Rates	\$ 1,754,283	\$ 849,552	\$ 0	\$ 0	\$ 0	\$ 2,603,835
Projected New Debt	0	919,161	1,370,372	0	6,622,442	8,911,974
<b>Total</b>	<b>\$ 1,754,283</b>	<b>\$ 1,768,713</b>	<b>\$ 1,370,372</b>	<b>\$ 0</b>	<b>\$ 6,622,422</b>	<b>\$ 11,515,809</b>
<b>Wastewater</b>						
Cash Funded through Rates	\$ 0	\$ 227,208	\$ 0	\$ 0	\$ 0	\$ 227,208
Projected New Debt	0	0	0	5,893,293	0	5,893,293
<b>Total</b>	<b>\$ 0</b>	<b>\$ 227,208</b>	<b>\$ 0</b>	<b>\$ 5,893,293</b>	<b>\$ 0</b>	<b>\$ 6,120,501</b>
<b>Total CIP</b>						
Cash Funded through Rates	\$ 1,754,283	\$ 1,076,761	\$ 0	\$ 0	\$ 0	\$ 2,831,044
Projected New Debt	0	919,161	1,370,372	5,893,293	6,622,442	14,805,267
<b>Total</b>	<b>\$ 1,754,283</b>	<b>\$ 1,995,921</b>	<b>\$ 1,370,372</b>	<b>\$ 5,893,293</b>	<b>\$ 6,622,422</b>	<b>\$ 17,636,310</b>

# DEBT SERVICE PAYMENTS

FY 2025 – Issuance with \$0.9 million total principal

FY 2026 – Issuance with \$1.4 million total principal

FY 2027 – Issuance with \$5.9 million total principal



# WHOLESALE EXPENSES

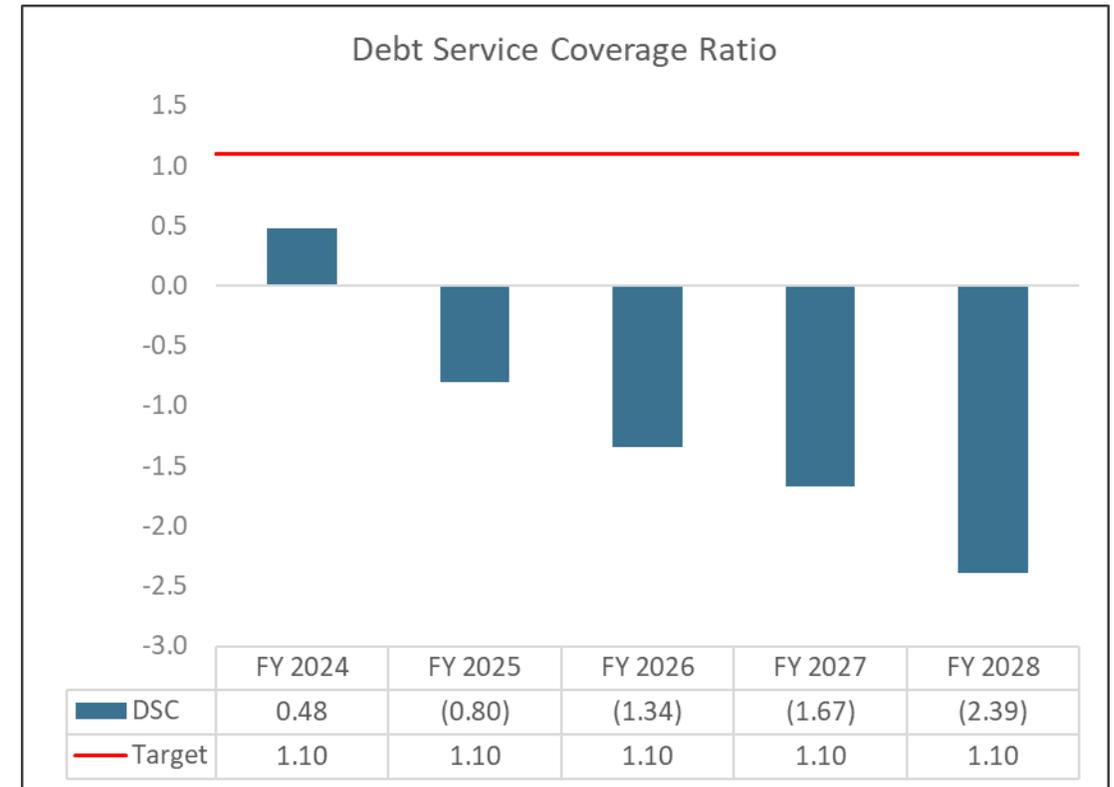
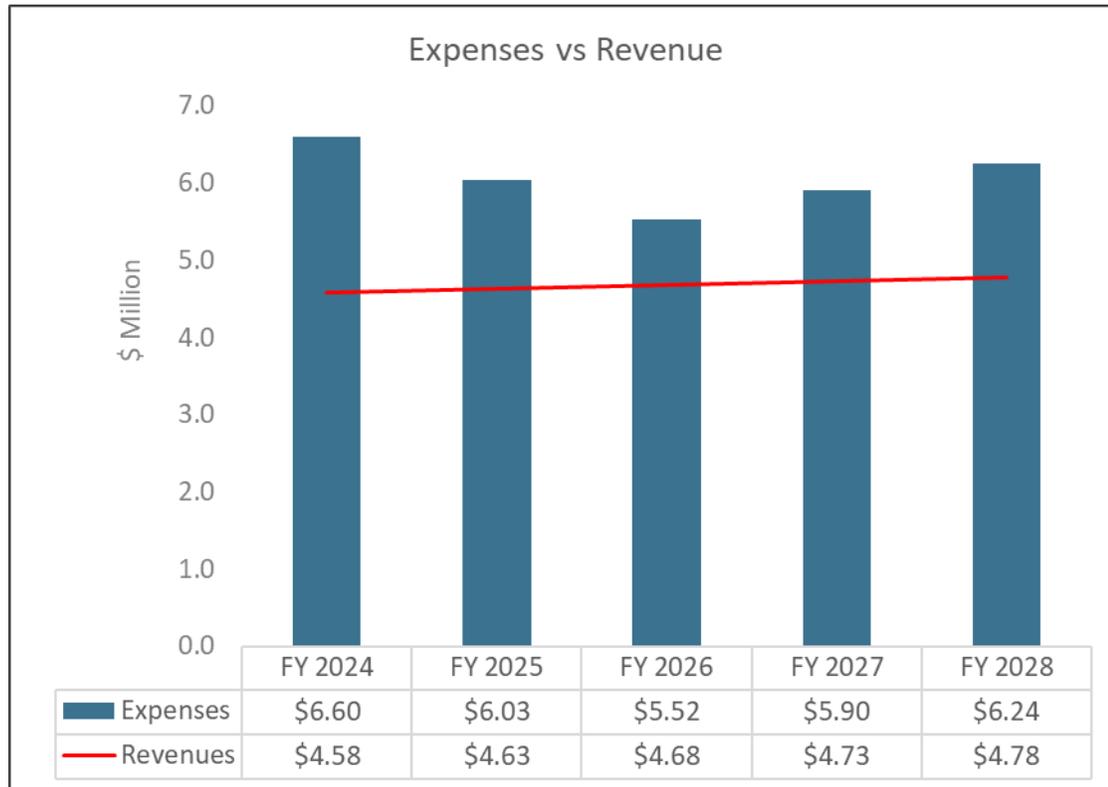
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
<b>Water - DWU</b>					
Projected Charges	\$ 1,872,281	\$ 2,111,988	\$ 2,276,051	\$ 2,455,389	\$ 2,649,459
% Increase		12.8%	7.8%	7.9%	7.9%
% of Water Expenses	31.2%	35.0%	41.2%	41.6%	42.4%
<b>Wastewater</b>					
Projected Charges - DWU	\$ 212,673	\$ 226,108	\$ 248,015	\$ 272,070	\$ 298,485
Projected Charges - NTMWD	2,404,778	2,708,785	3,075,430	3,547,207	4,069,476
Total Projected Charges	\$ 2,617,451	\$ 2,934,892	\$ 3,323,445	\$ 3,819,277	\$ 4,367,961
% Increase		12.1%	13.2%	14.9%	14.4%
% of Wastewater Expenses	58.7%	59.2%	64.0%	66.6%	63.7%

# ANTICIPATED FINANCIAL PERFORMANCE UNDER CURRENT RATES

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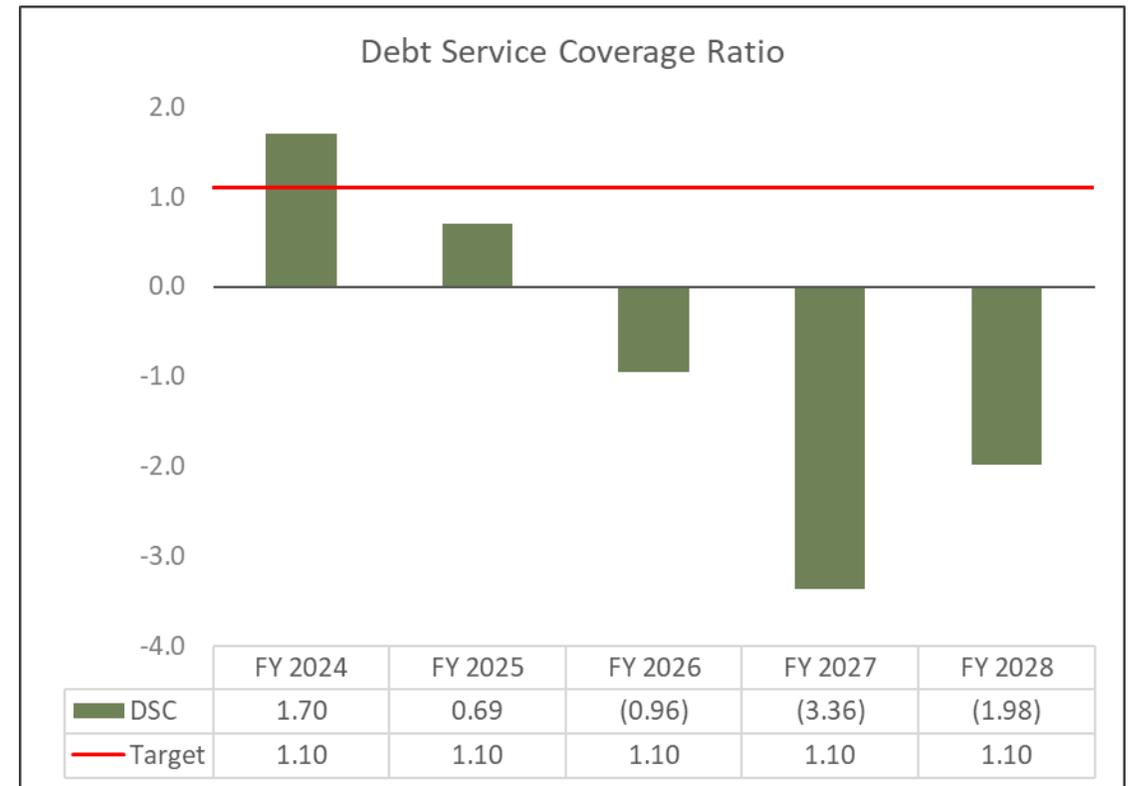
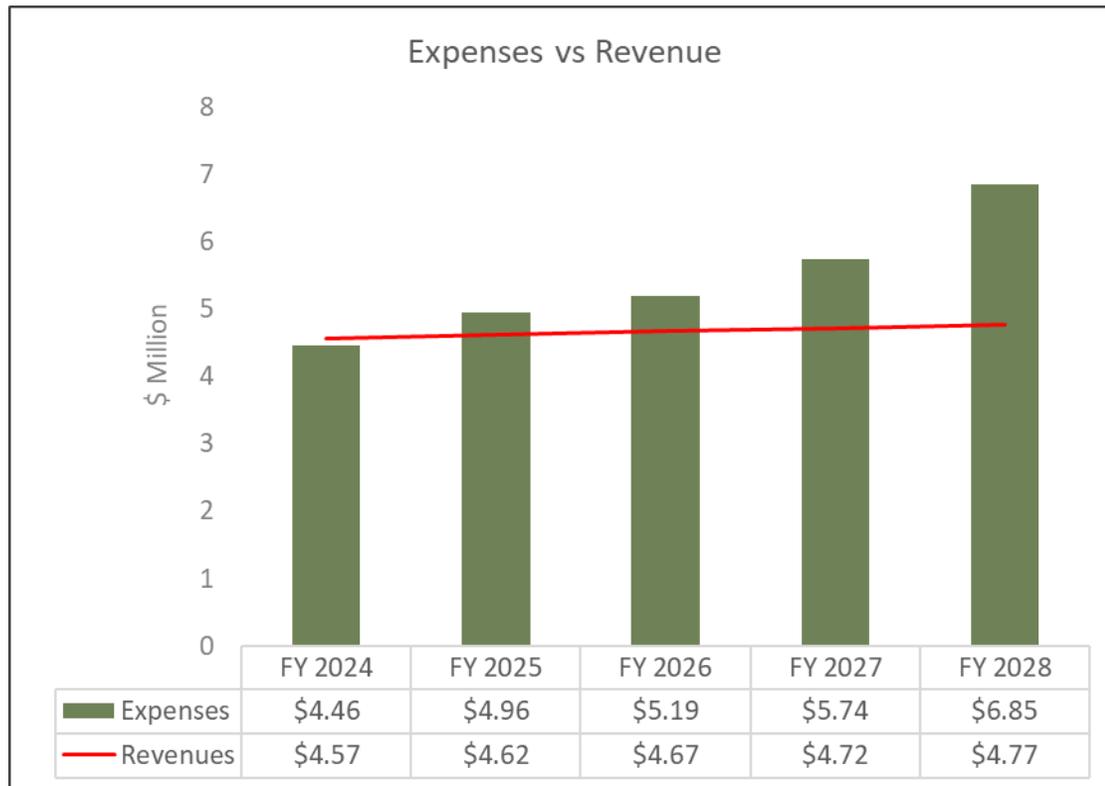
# FINANCIAL PERFORMANCE UNDER CURRENT RATES

## WATER

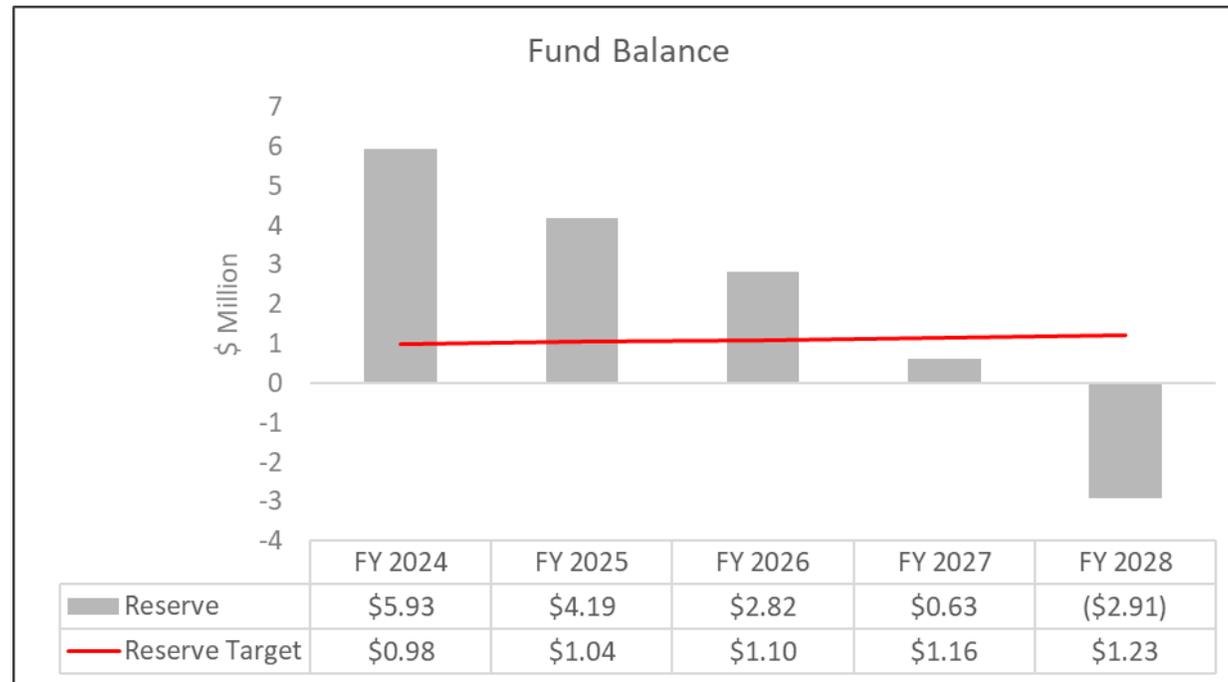
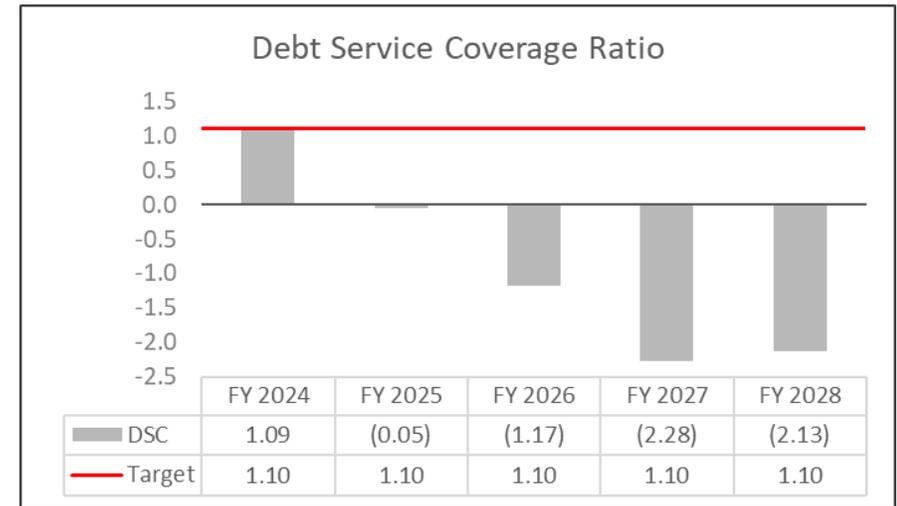
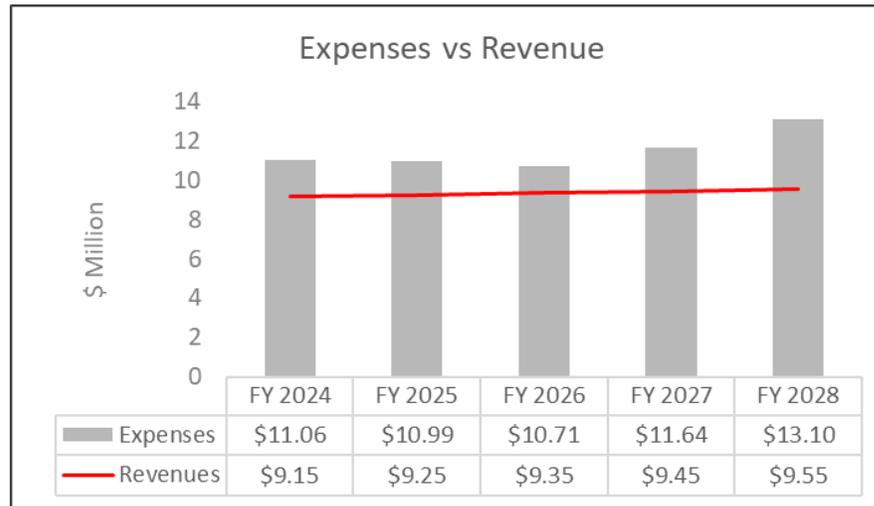


# FINANCIAL PERFORMANCE UNDER CURRENT RATES

## WASTEWATER



# FINANCIAL PERFORMANCE UNDER CURRENT RATES - COMBINED



# ANTICIPATED FINANCIAL PERFORMANCE UNDER PROPOSED RATES

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# GOALS FOR PROPOSED RATES



- Days Cash on Hand Goal of 60 Days
- Debt Service Coverage Target of 1.10x
- Water Reach Debt Service Coverage Target
- Wastewater Reach Debt Service Coverage Target

# PROPOSED RATE INCREASES

<b>Option 1</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>
<b>Water</b>					
Minimum Monthly Fee		4.70%	12.29%	6.40%	5.18%
Volumetric Rates (\$ / kgal)		6.43%	12.29%	6.40%	5.18%
<b>Wastewater</b>					
Minimum Monthly Fee		9.49%	10.17%	10.17%	10.17%
Volumetric Rates (\$ / kgal)		9.49%	10.17%	10.17%	10.17%

<b>Option 2</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>
<b>Water</b>					
Minimum Monthly Fee		11.35%	6.42%	6.42%	5.08%
Volumetric Rates (\$ / kgal)		11.35%	6.42%	6.42%	5.08%
<b>Wastewater</b>					
Minimum Monthly Fee		10.00%	10.00%	10.00%	10.00%
Volumetric Rates (\$ / kgal)		10.00%	10.00%	10.00%	10.00%

**Notes:**

- These percentage increases would apply to all customer classes
- The first 2,000 gallons of water consumption/wastewater flows would continue to be included in the minimum monthly fee where this is currently the case

# FUND BALANCE DRAWDOWN

- Rate Plan requires drawdown of Fund Balance over time
- With the drawdowns, the Fund Balance stays above the 60 days Cash on Hand requirement

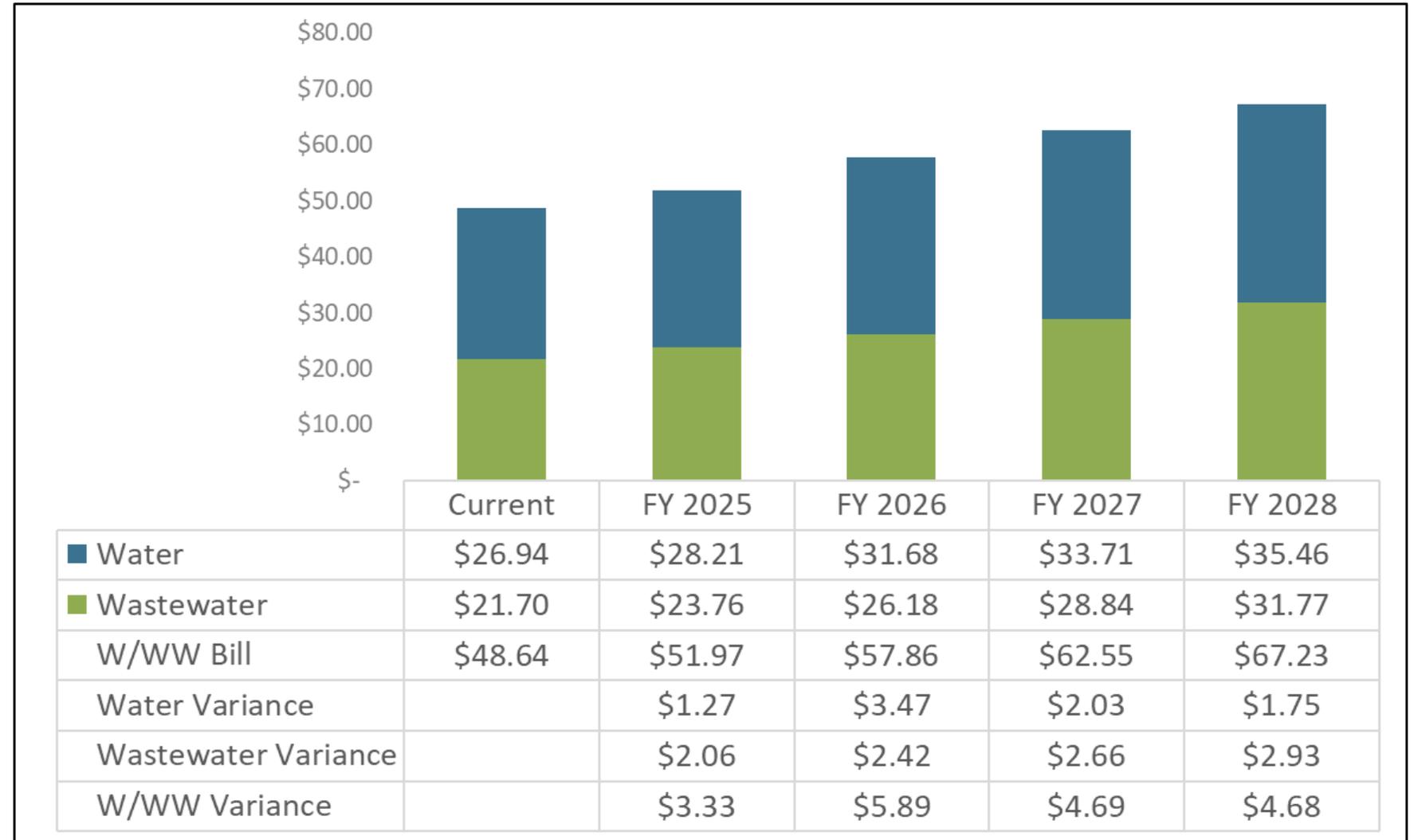
<b>Option 1</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>
Beginning Fund Balance	\$ 7,827,626	\$ 5,925,337	\$ 4,832,819	\$ 5,656,931	\$ 5,551,595
Change in Fund Balance	(1,902,289)	(1,092,518)	324,112	394,664	(39,066)
Ending Fund Balance	\$ 5,925,337	\$ 4,832,819	\$ 5,656,931	\$ 5,551,595	\$ 5,512,530

<b>Option 2</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>
Beginning Fund Balance	\$ 7,827,626	\$ 5,925,337	\$ 5,100,095	\$ 5,441,449	\$ 5,847,737
Change in Fund Balance	(1,902,289)	(825,243)	341,354	406,288	(40,945)
Ending Fund Balance	\$ 5,925,337	\$ 5,100,095	\$ 5,441,449	\$ 5,847,737	\$ 5,806,791

# AVERAGE WATER & WASTEWATER RESIDENTIAL BILL IMPACT

## Option 1

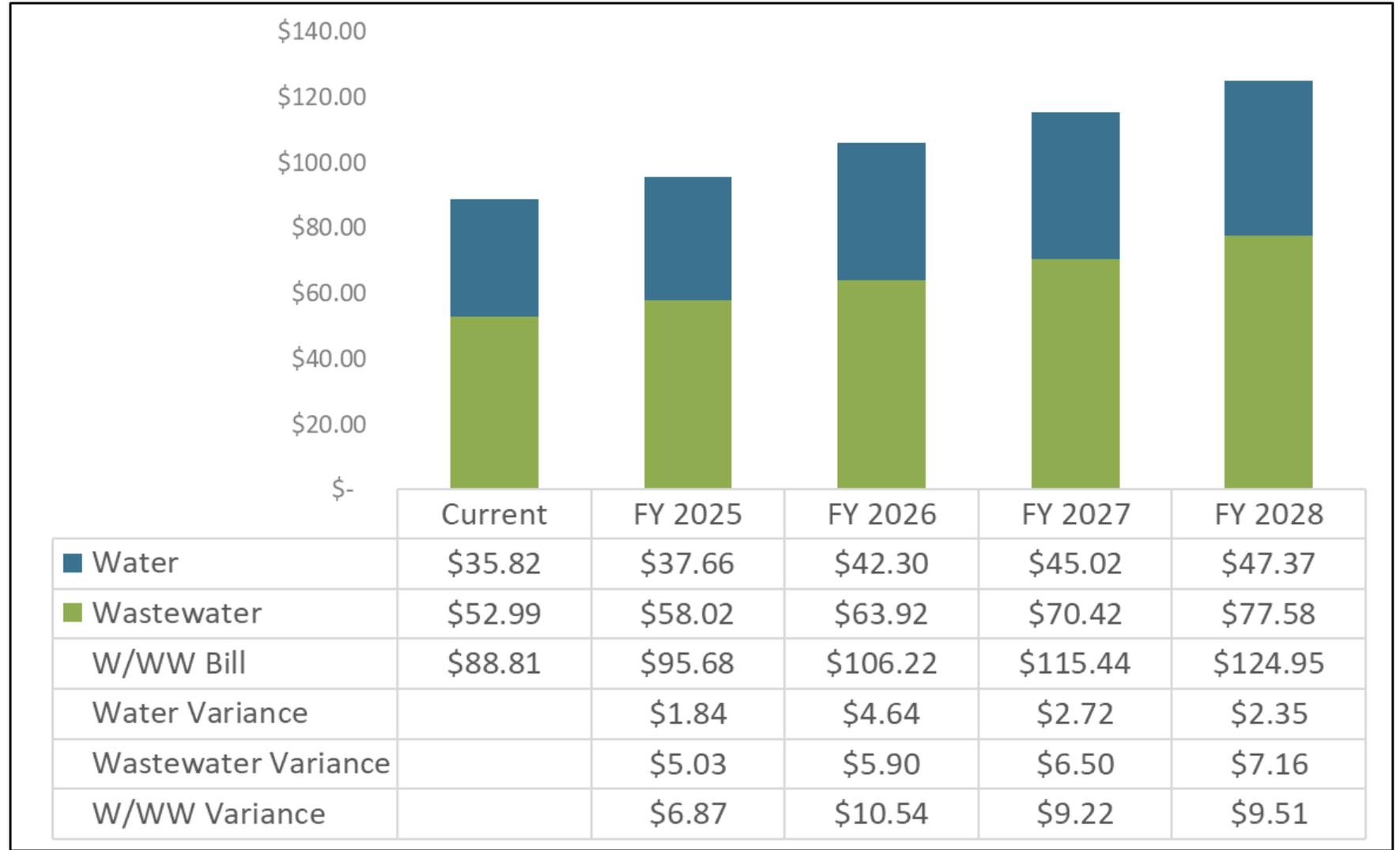
2,000 gallons of  
Water and  
Wastewater



# AVERAGE WATER & WASTEWATER RESIDENTIAL BILL IMPACT

## Option 1

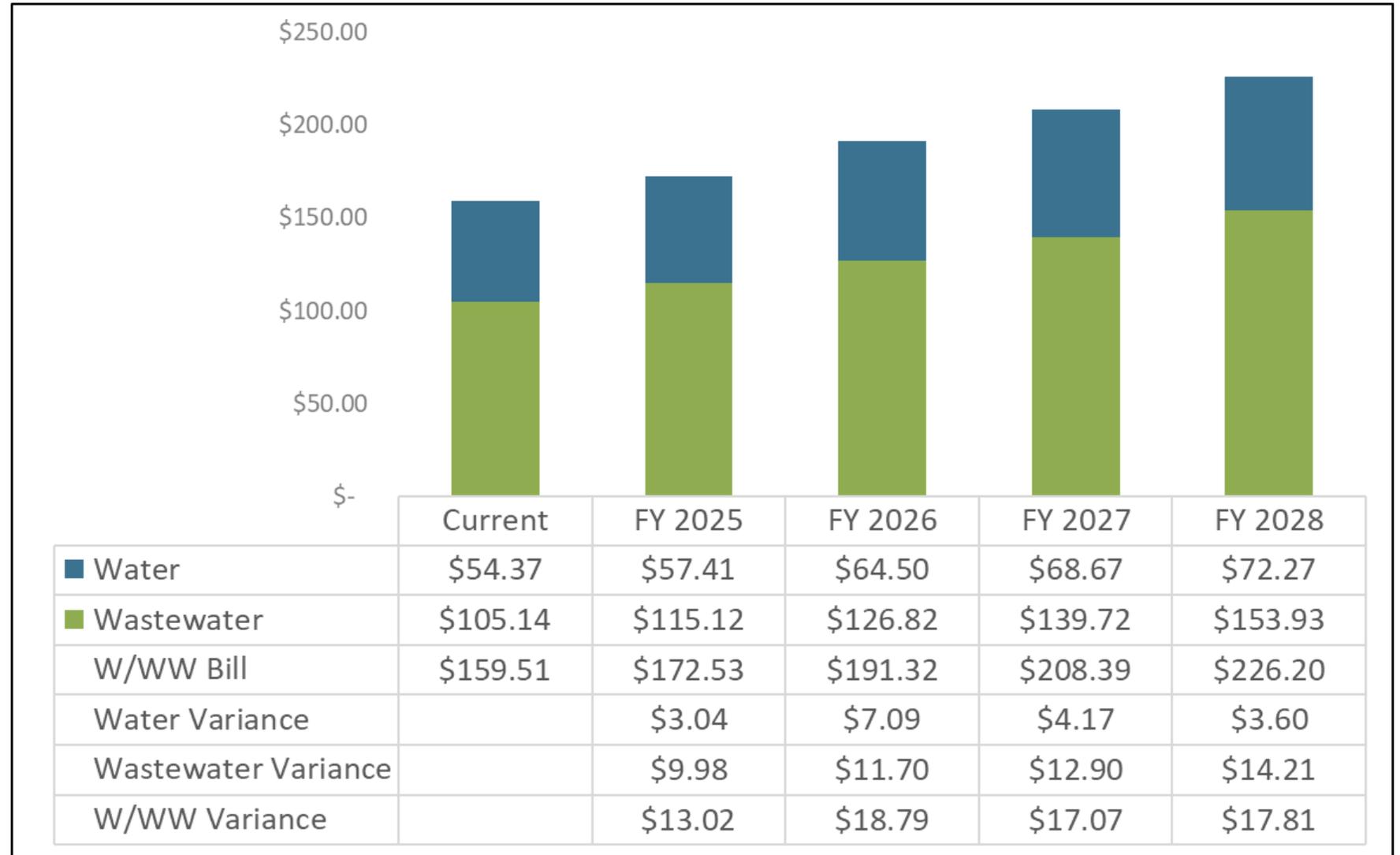
5,000 gallons of  
Water and  
Wastewater



# AVERAGE WATER & WASTEWATER RESIDENTIAL BILL IMPACT

## Option 1

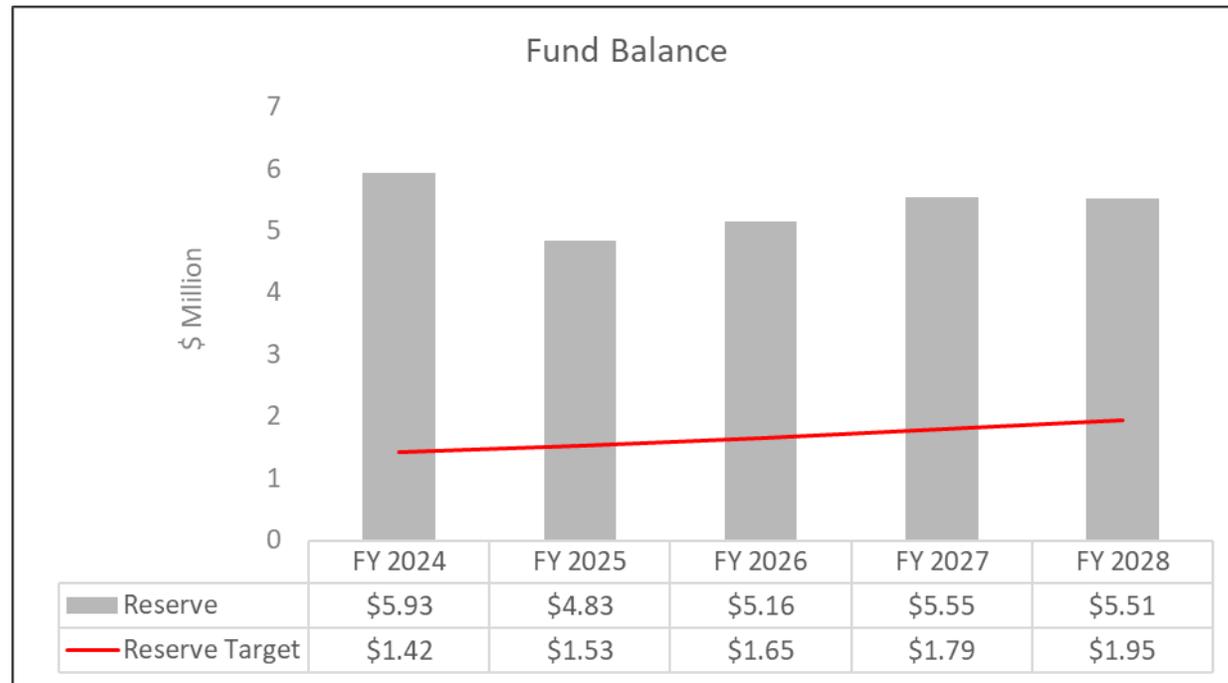
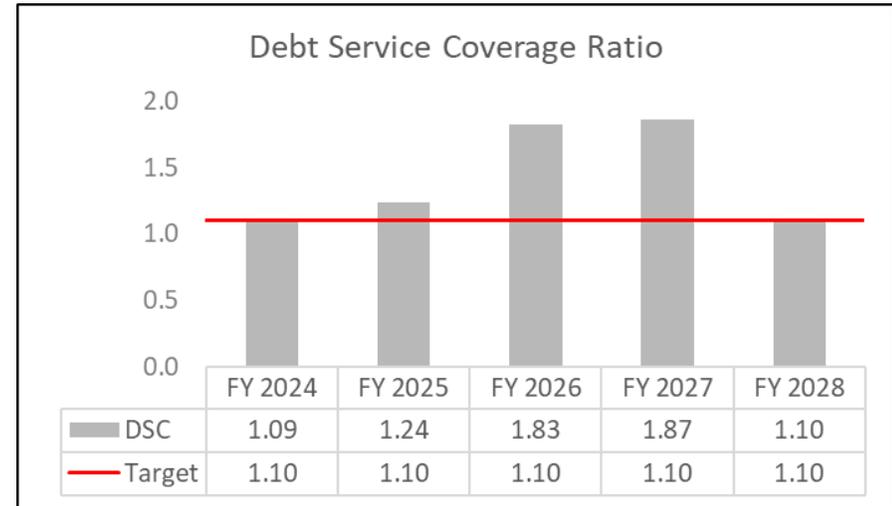
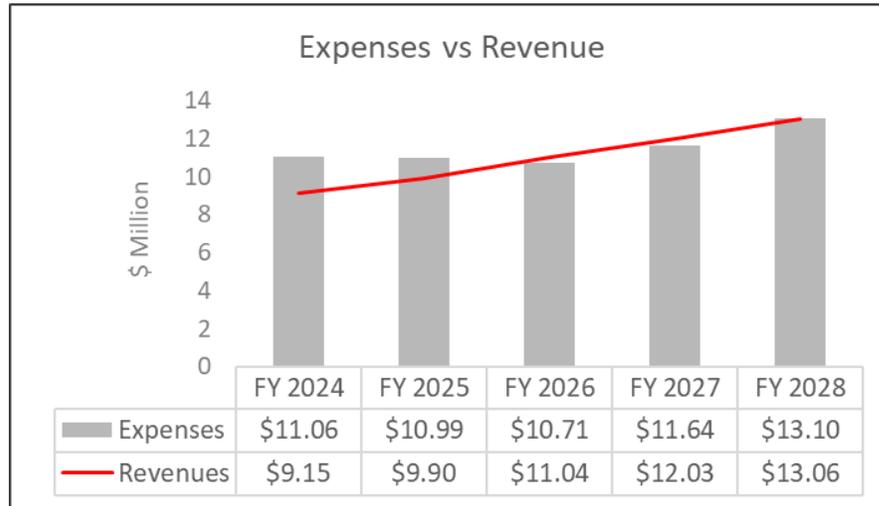
10,000 gallons of  
Water and  
Wastewater



# FINANCIAL PERFORMANCE UNDER PROPOSED RATES

Combined

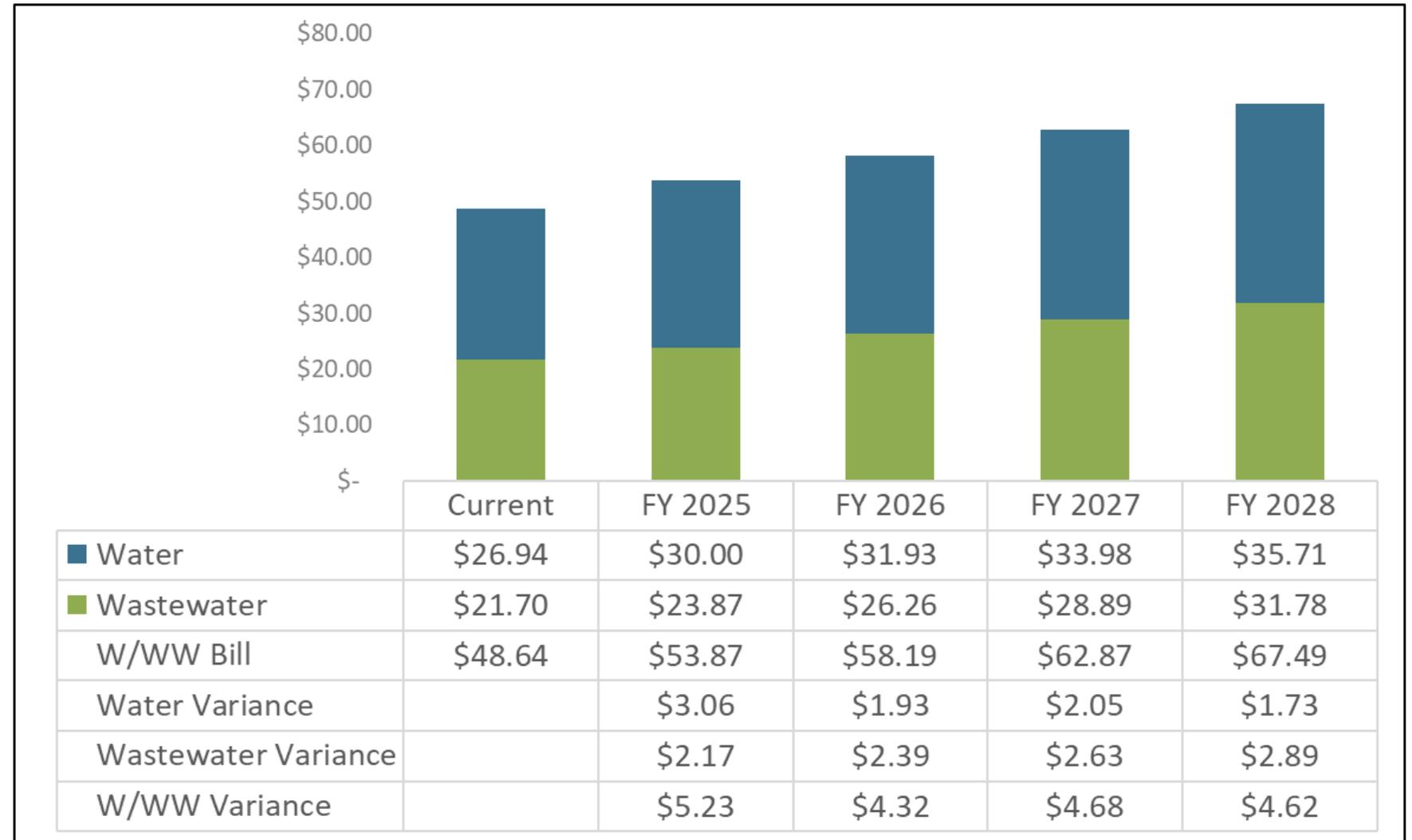
Option 1



# AVERAGE WATER & WASTEWATER RESIDENTIAL BILL IMPACT

## Option 2

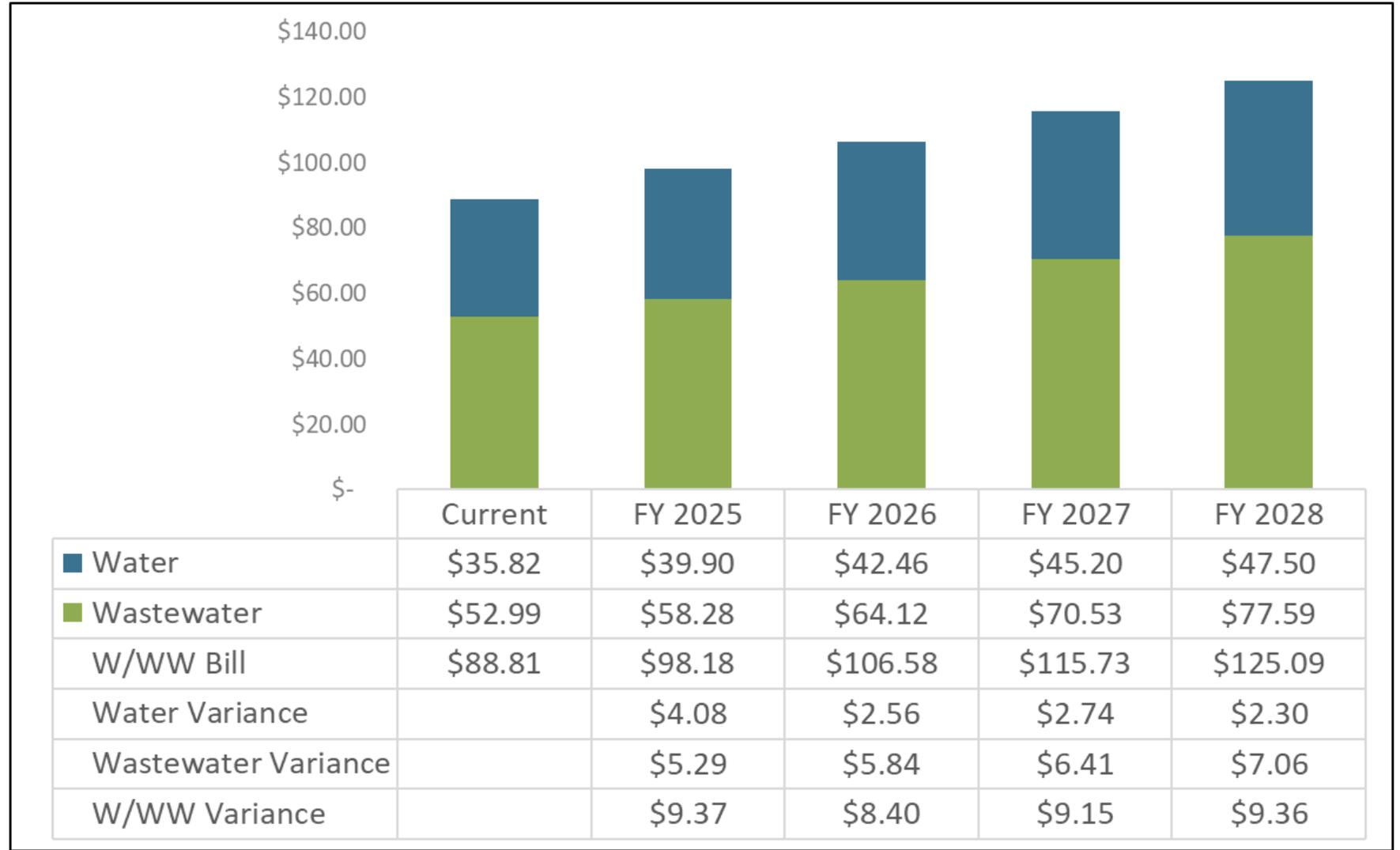
2,000 gallons of  
Water and  
Wastewater



# AVERAGE WATER & WASTEWATER RESIDENTIAL BILL IMPACT

## Option 2

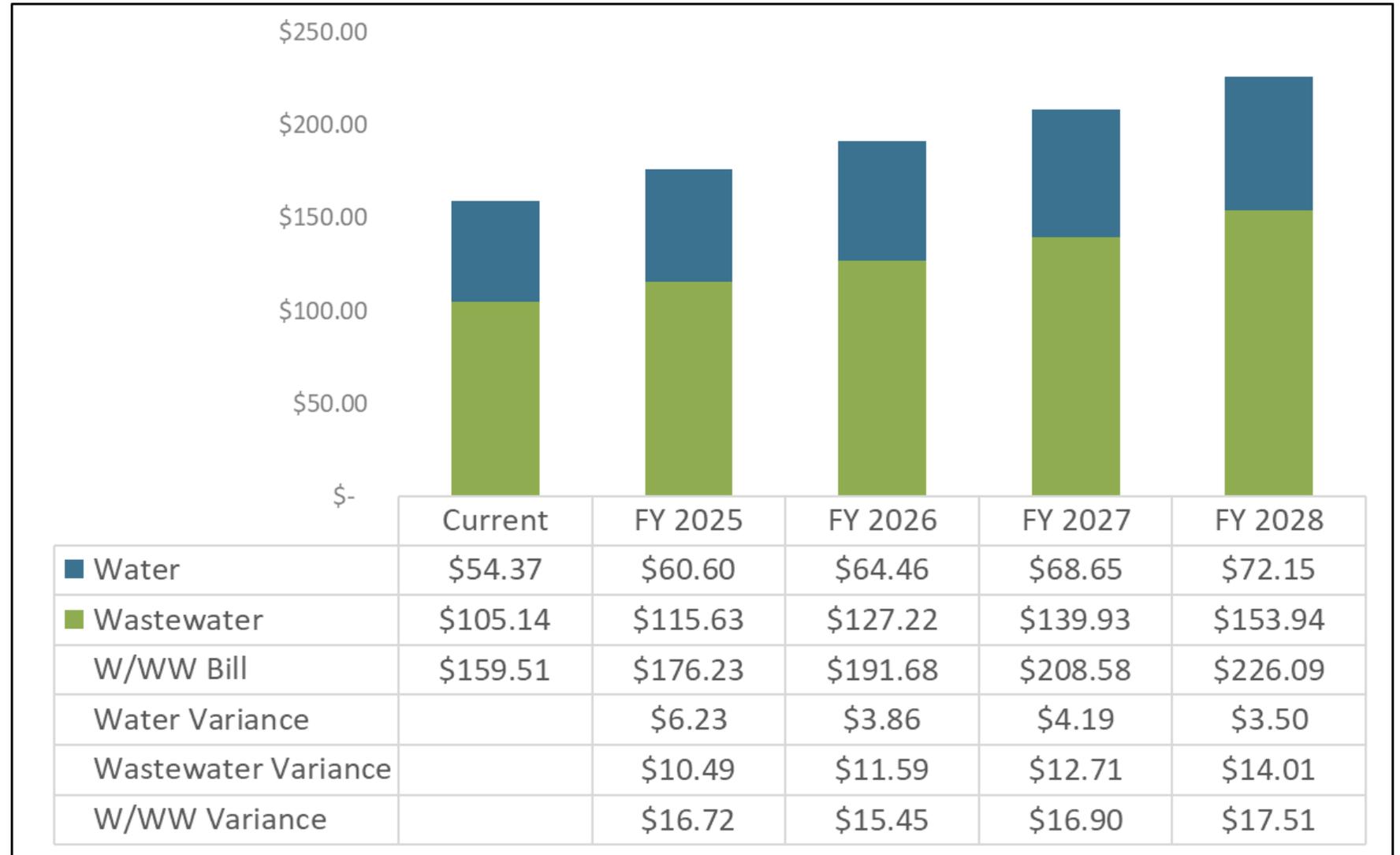
5,000 gallons of  
Water and  
Wastewater



# AVERAGE WATER & WASTEWATER RESIDENTIAL BILL IMPACT

## Option 2

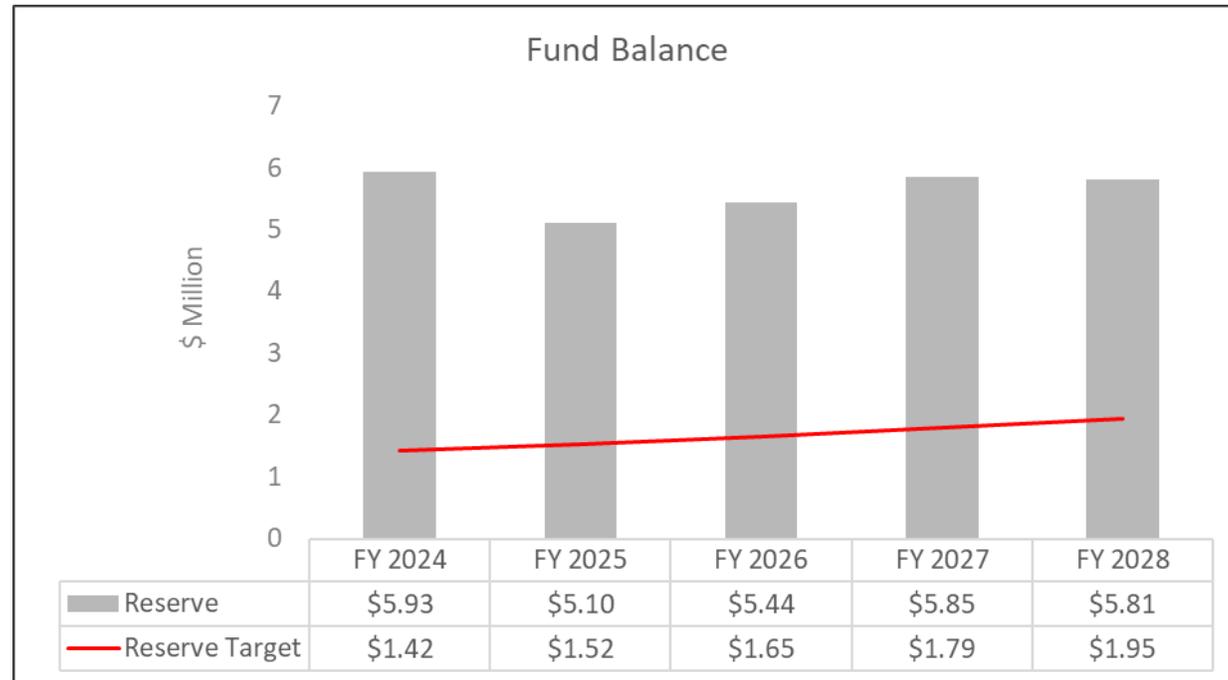
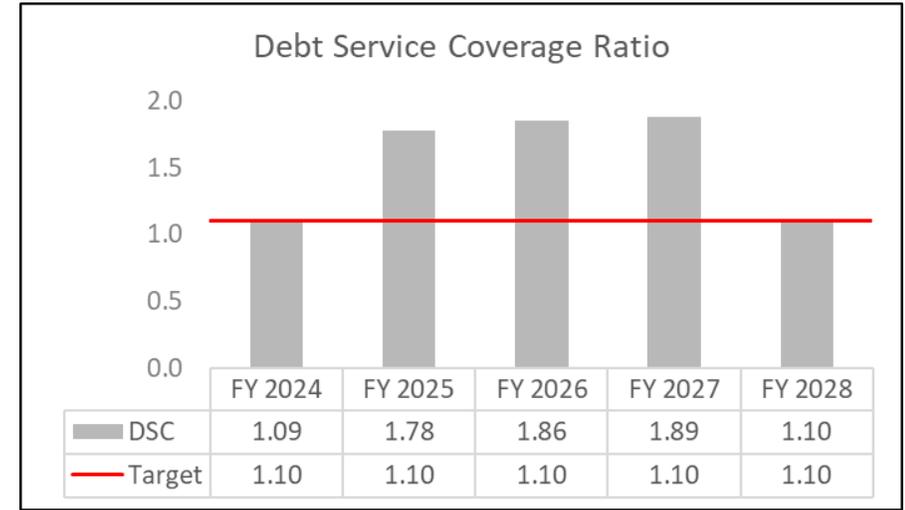
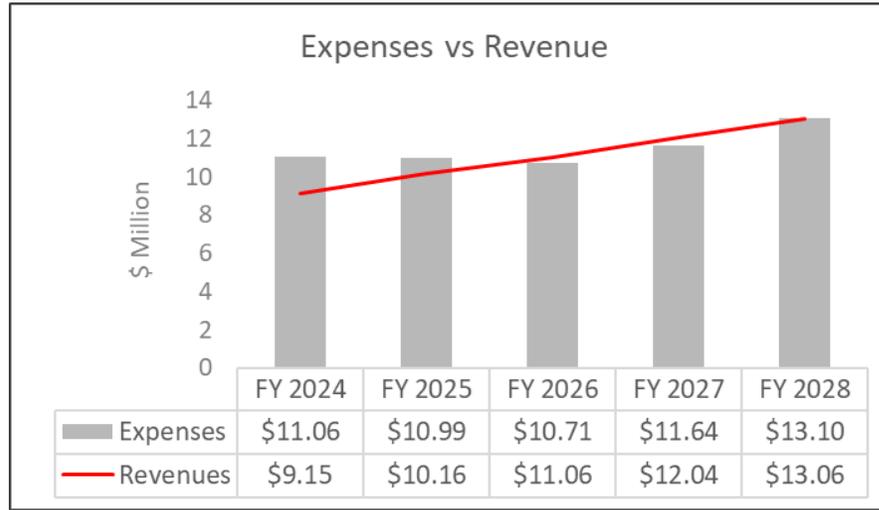
10,000 gallons of Water and Wastewater



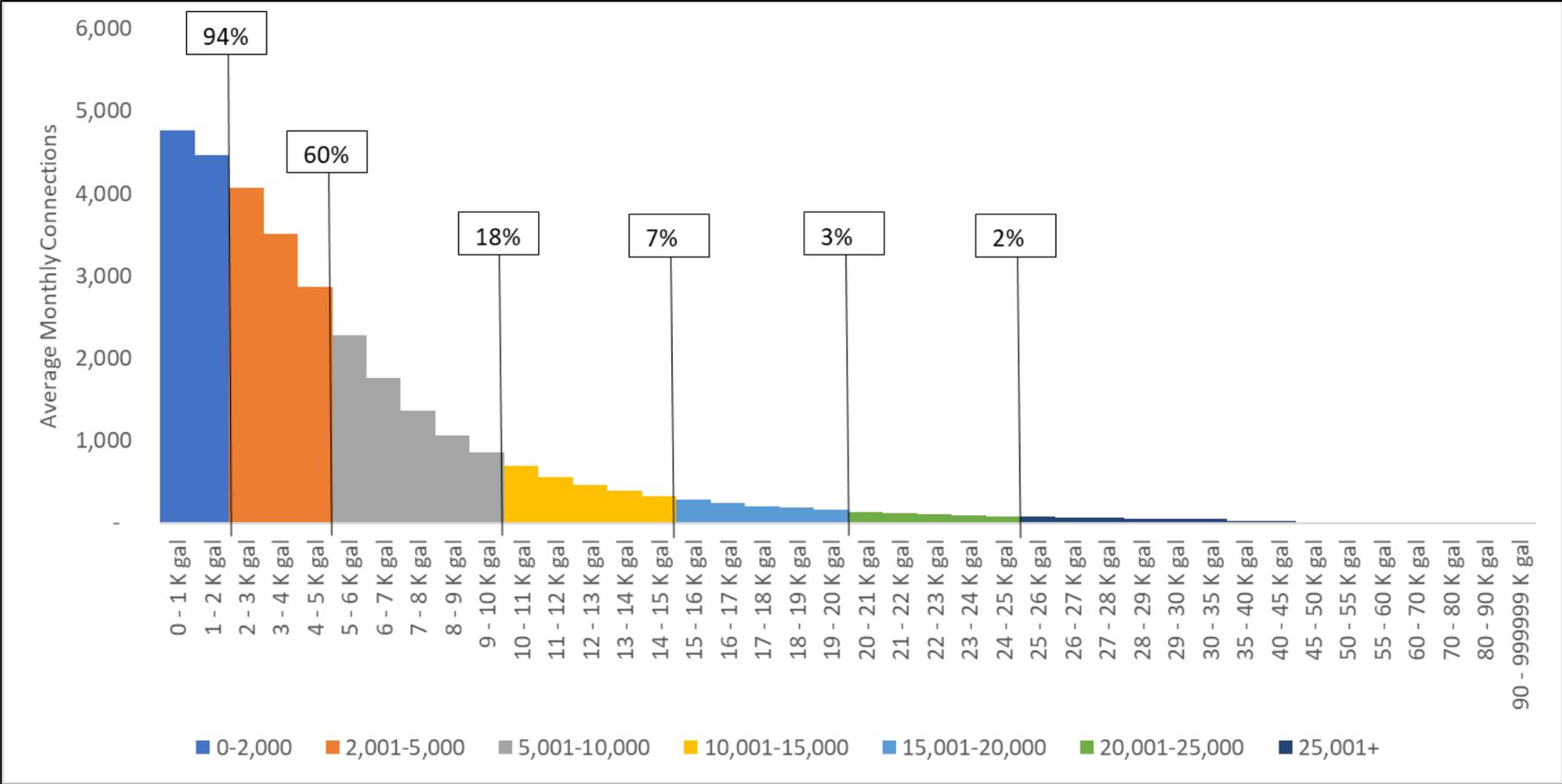
# FINANCIAL PERFORMANCE UNDER PROPOSED RATES

Combined

Option 2



# RESIDENTIAL FREQUENCY DISTRIBUTION

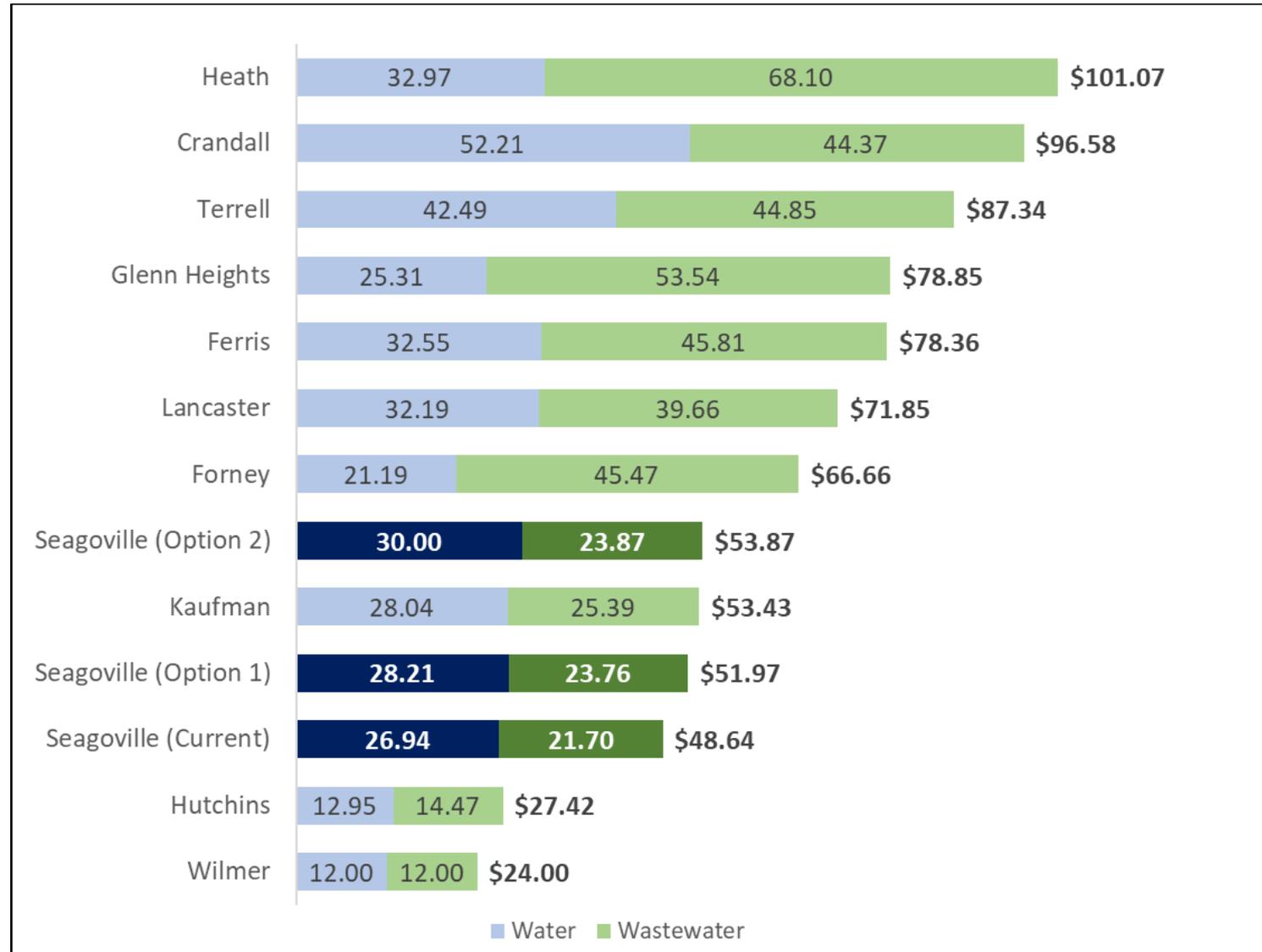


% of Customers	# of Customers
94%	4,460
60%	2,868
18%	854
7%	334
3%	163
2%	86

# AVERAGE WATER & WASTEWATER RESIDENTIAL BILL IMPACT

Bill for household using 2,000 gallons of water and wastewater

*Regional Bill Comparison is based on publicly available data and NewGen's understanding and interpretation of this data*



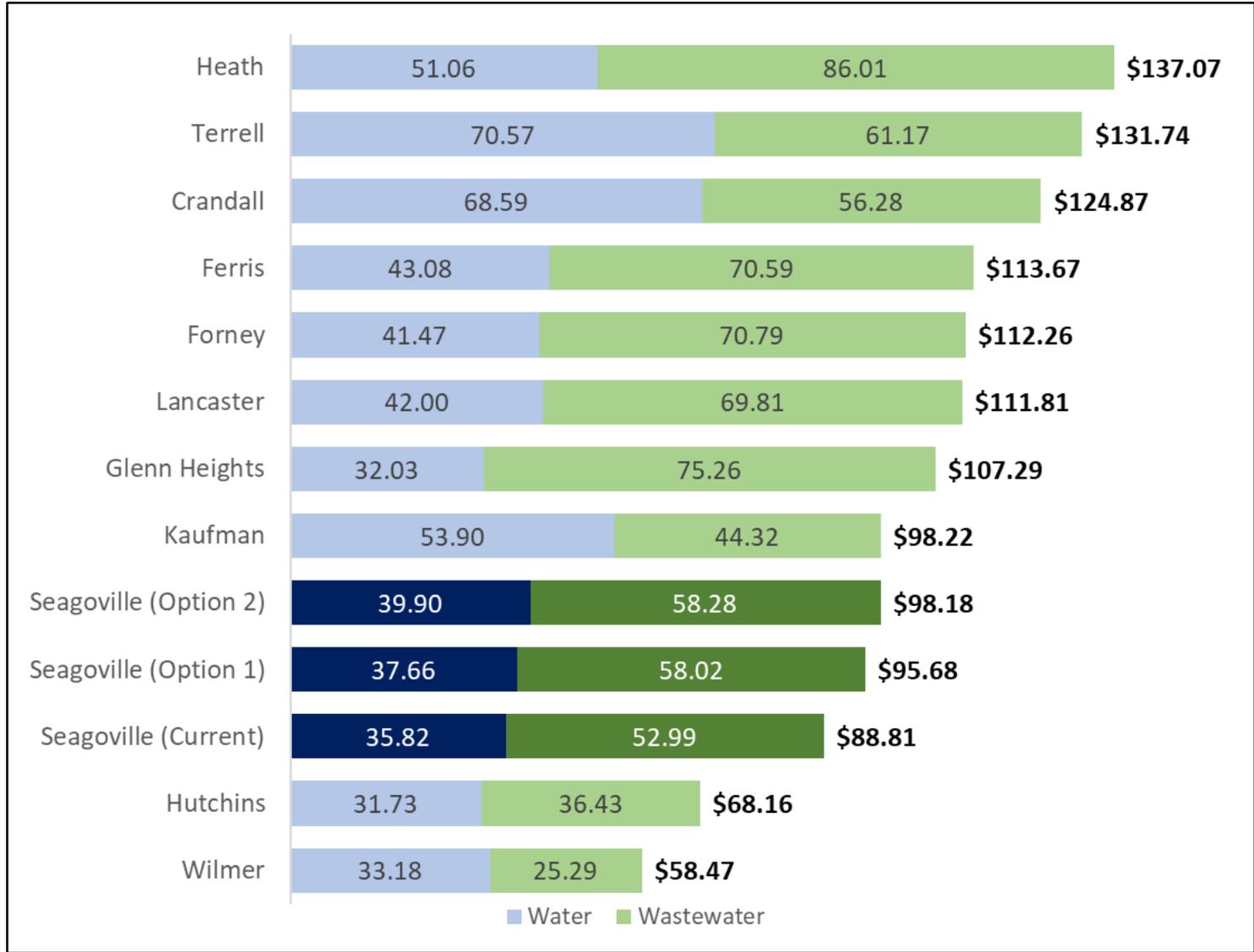
**Notes:**

- Comparison City rates utilized in the bill calculations were the publicly available rates as of March 2024

# AVERAGE WATER & WASTEWATER RESIDENTIAL BILL IMPACT

Bill for household using 5,000 gallons of water and wastewater

*Regional Bill Comparison is based on publicly available data and NewGen's understanding and interpretation of this data*



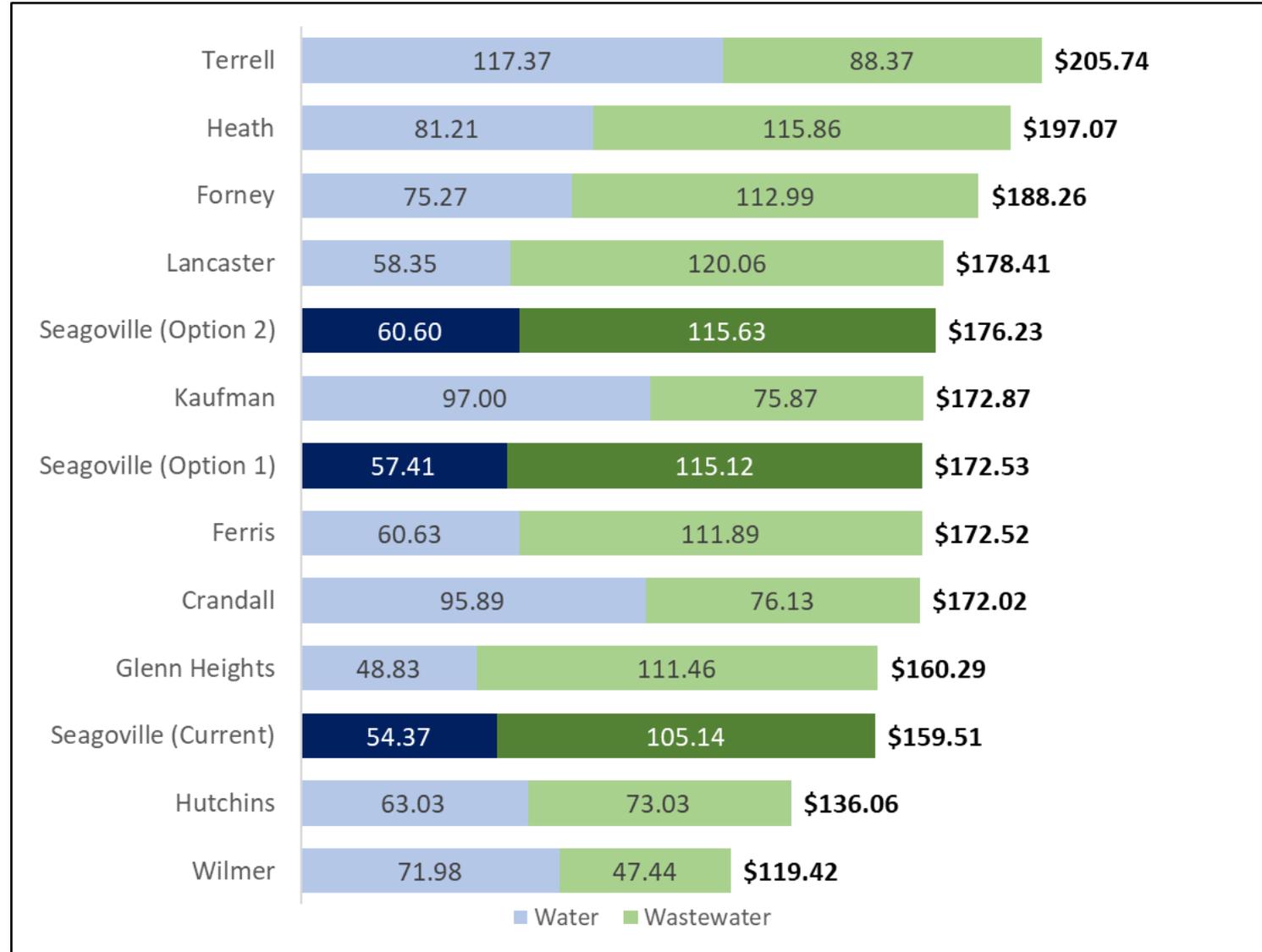
**Notes:**

- Comparison City rates utilized in the bill calculations were the publicly available rates as of March 2024

# AVERAGE WATER & WASTEWATER RESIDENTIAL BILL IMPACT

Bill for household using 10,000 gallons of water and wastewater

*Regional Bill Comparison is based on publicly available data and NewGen's understanding and interpretation of this data*



**Notes:**

- Comparison City rates utilized in the bill calculations were the publicly available rates as of March 2024

# PATH FORWARD

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- Council Feedback
- Next Steps
  - Confirm rate adjustments to be made effective October 2024





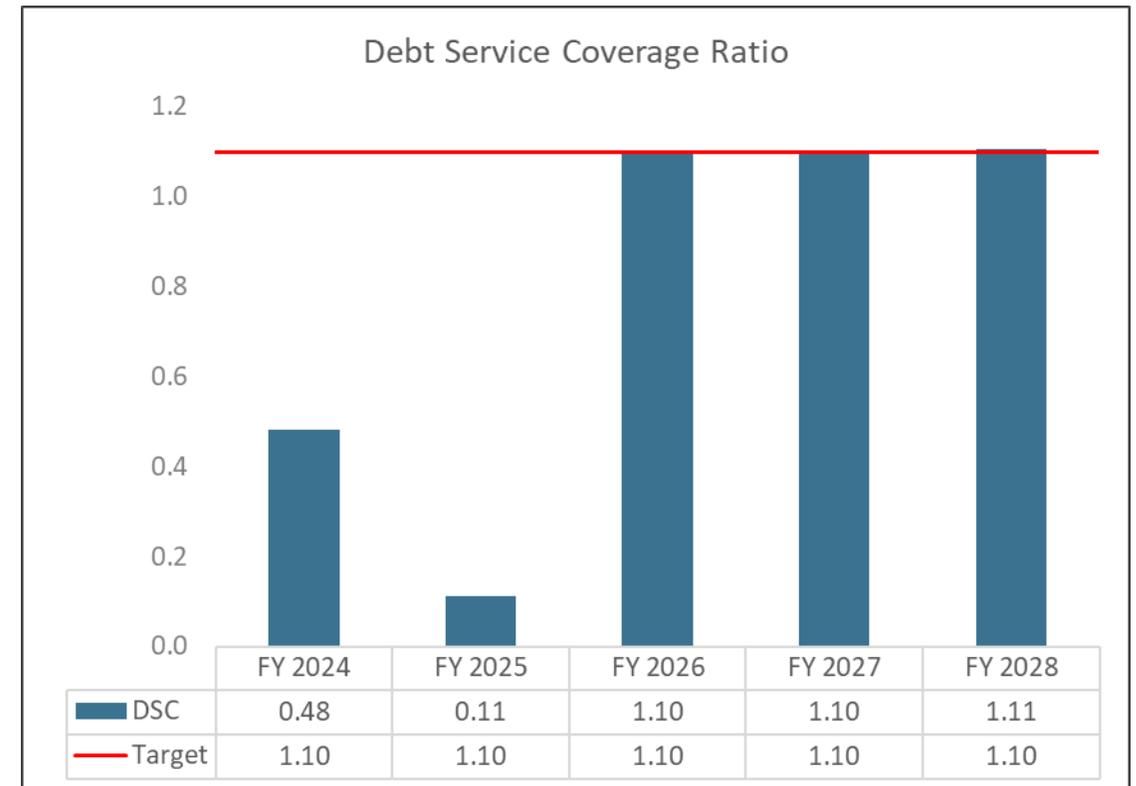
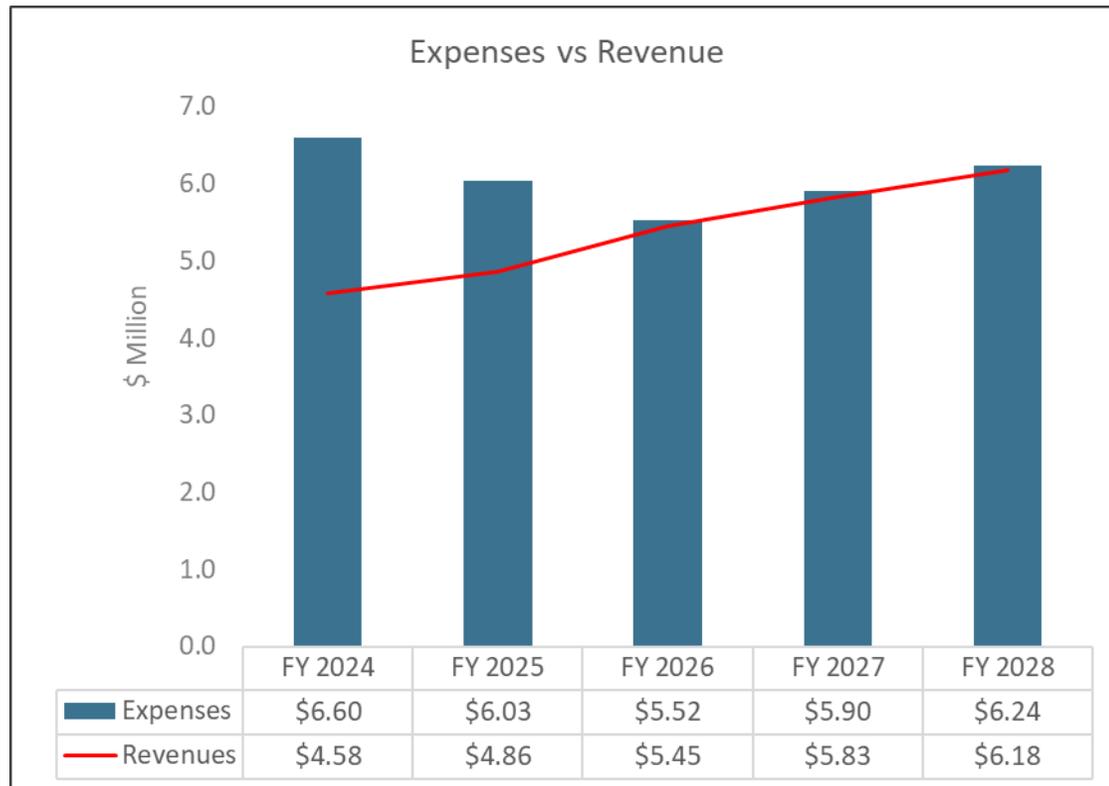
# QUESTIONS AND DISCUSSION

**NEWGEN STRATEGIES AND SOLUTIONS**  
275 W. CAMPBELL ROAD, SUITE 440  
RICHARDSON, TEXAS 75080

**CHRIS EKRU, CFO AND DIRECTOR**  
(972) 232-2234  
CEKRUT@NEWGENSTRATEGIES.NET

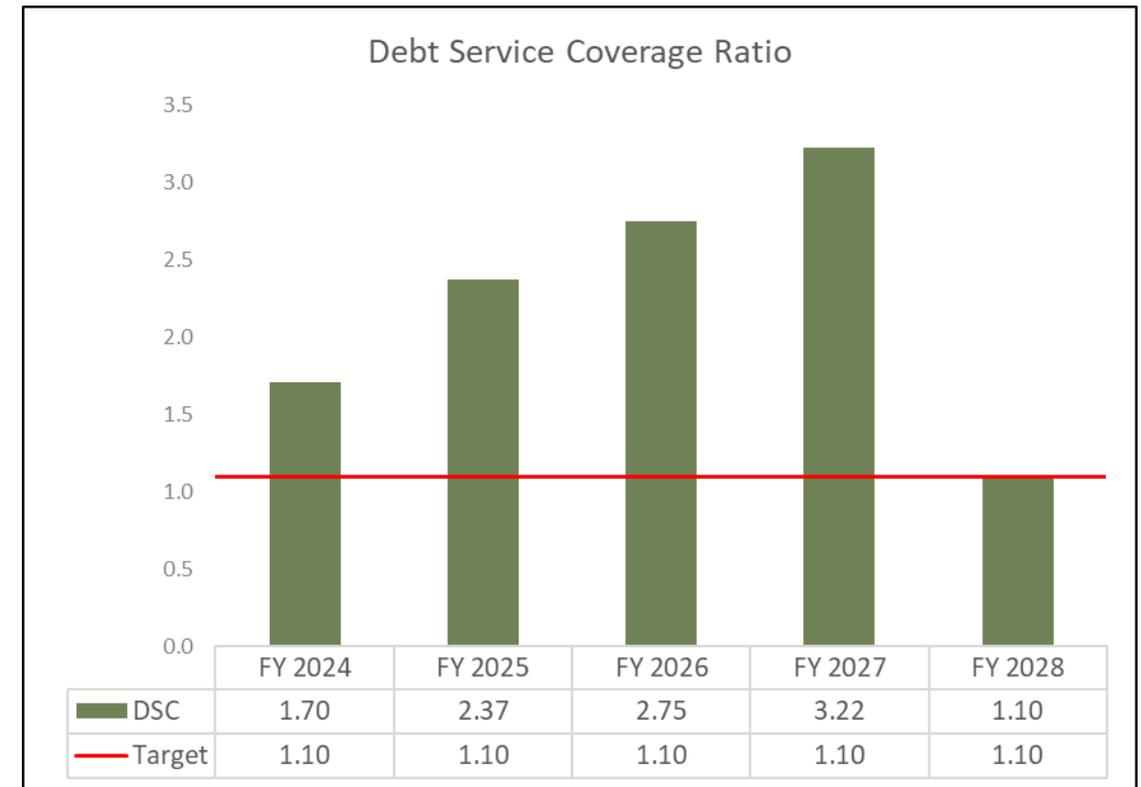
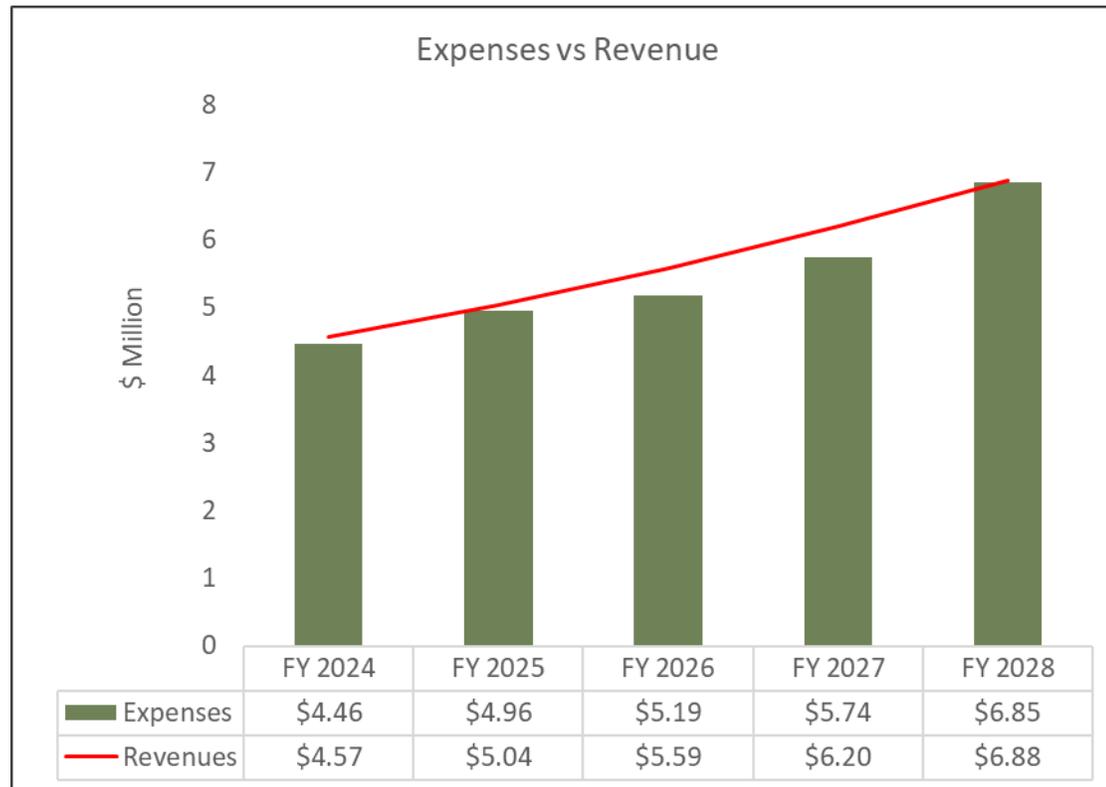
# FINANCIAL PERFORMANCE UNDER PROPOSED RATES

## WATER – OPTION 1



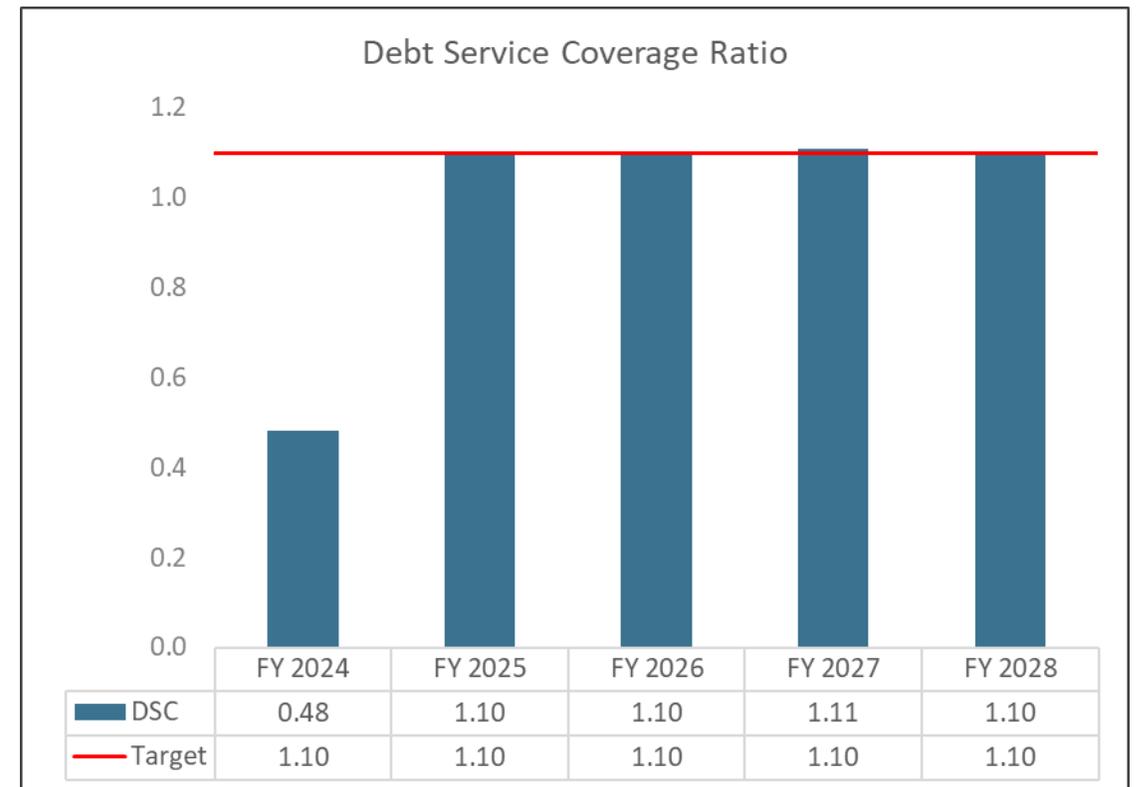
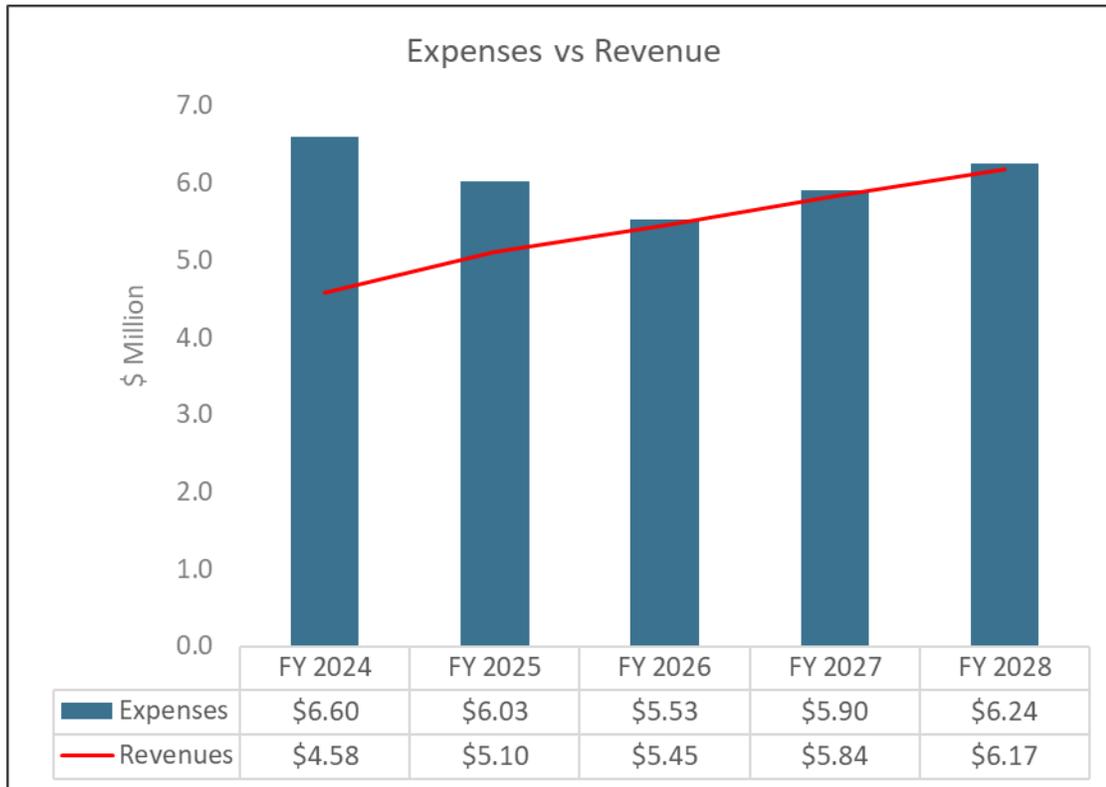
# FINANCIAL PERFORMANCE UNDER PROPOSED RATES

## WASTEWATER – OPTION 1



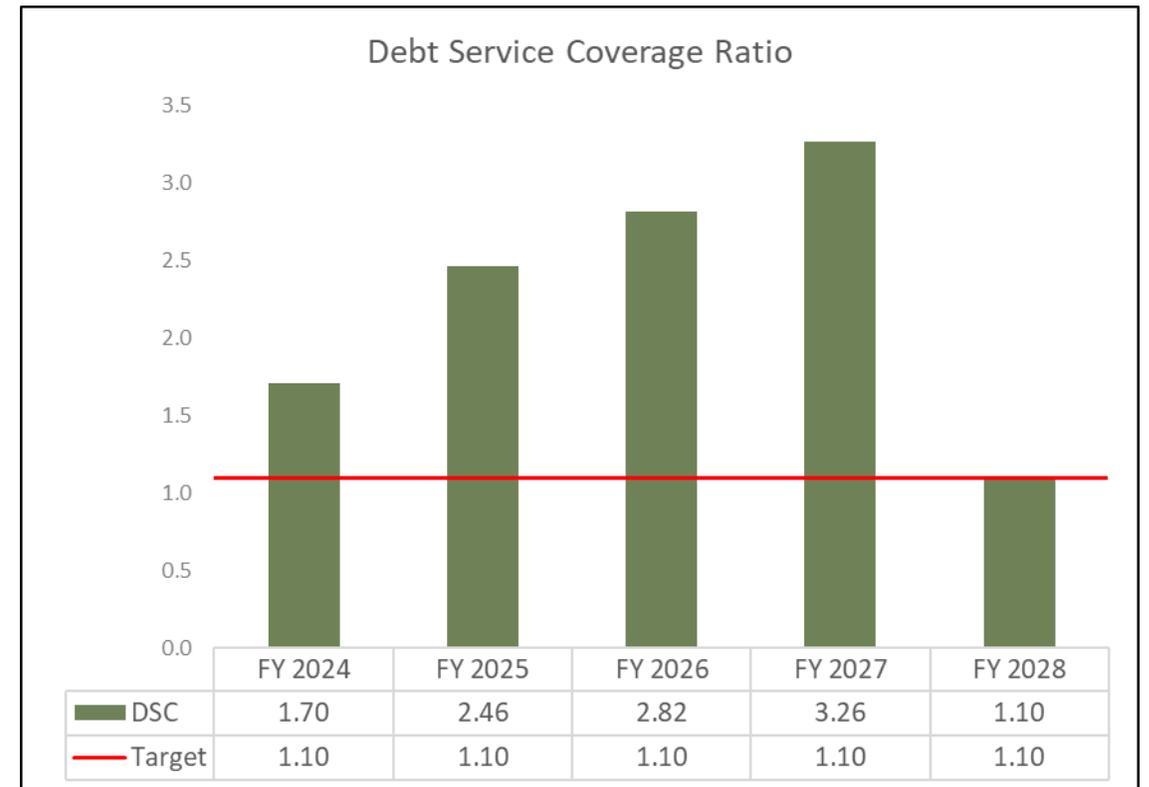
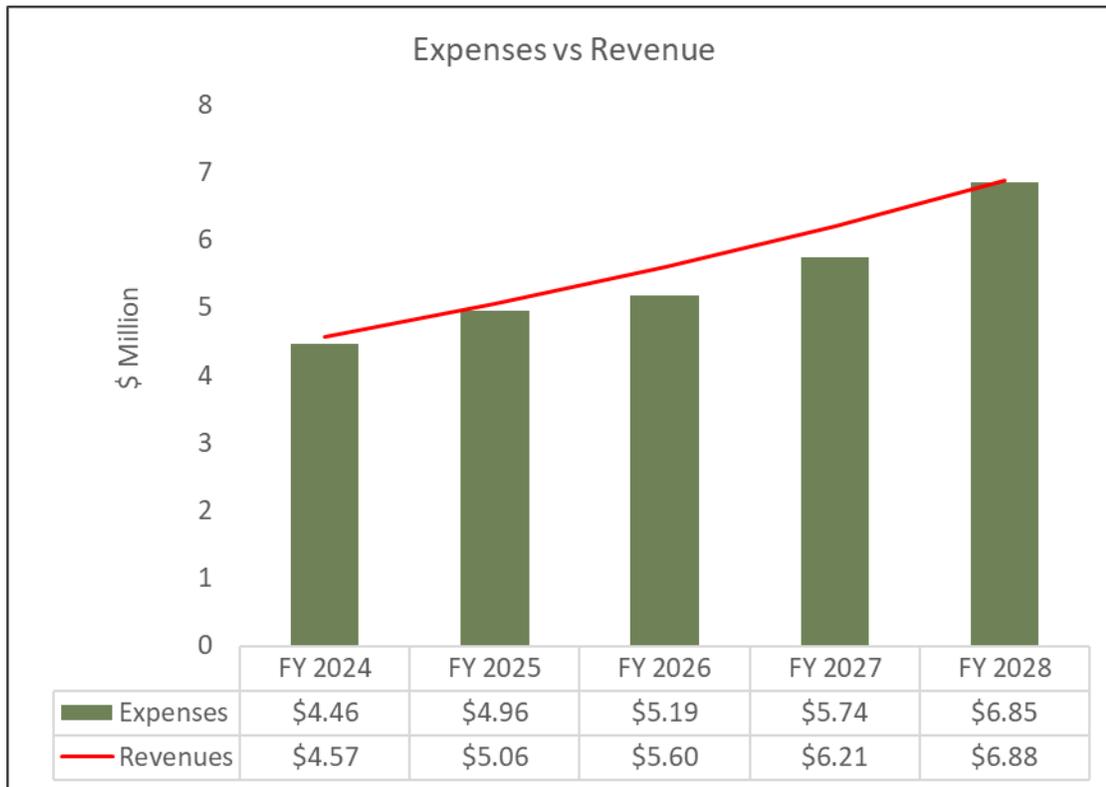
# FINANCIAL PERFORMANCE UNDER PROPOSED RATES

## WATER – OPTION 2



# FINANCIAL PERFORMANCE UNDER PROPOSED RATES

## WASTEWATER – OPTION 2





TO: Mayor and City Council  
FROM: Ray Calverley, Police Chief  
DATE: July 15, 2024  
ITEM: 3  
DESCRIPTION: Receive a presentation regarding incremental change to marked police vehicles.

### **INTRODUCTION**

Your Seagoville Police Department is looking to make a change to the marked squad cars in the upcoming fiscal year. This change if accepted will incorporate cost savings when purchasing these vehicles, it will also incorporate a potential higher return upon the depletion of these vehicles once they have reached surplus status. The cost savings mentioned is in the painting process of the front and rear doors on these vehicles whereas each vehicle costs an additional \$1,400.00 per vehicle to change the color of the doors to white on a solid black vehicle. The higher return comes in the resale value on a solid-colored vehicle once it is stripped of all markings, which should be somewhat higher.

### **BACKGROUND**

Since 2009 the color change from solid color white marked squad cars to black and white marked squads has been a very welcomed change and really made the vehicles stand out in reference to their identifiability. With significant cost increases on these vehicles over the past few years we try in every way to search for cost savings ways to save our taxpayers money without compromising safety, visibility and design.

We have approached our graphics vendor and requested a design concept showing the all black vehicle with our current visible graphics scheme. It is our opinion that this new all black vehicle color scheme will achieve the overall goal of saving taxpayer dollars on the initial purchase, create a higher return once the vehicle(s) have reached surplus status and still remain very distinguished as a police vehicle.

### **FINANCIAL IMPACT**

No financial impact, presentation only.

### **RECOMMENDATION**

Seeking City Council feedback.

### **ATTACHMENTS**

1. New vehicle color scheme

# 25 EXPLORER - BLACK UNIT



1111 W. ABBOTT ST. DALLAS, TX 75203  
817.588.2380



\*Customer must approve proof via email before job can proceed into the production stage; final product/installation will follow the above image. Main Street Signs and Graphics is not responsible for any omissions, placement, sizing or typographic errors after proof has been approved by the customer. Colors on your proof are only a close representation of the final printed graphics and may vary depending on your monitor's brightness, contrast and color adjustment settings. If specific color matching is critical, we strongly recommend ordering a color spotch print out. If color is unsatisfactory on print without a printed color spotch print out, prints can be reproduced at an additional cost. Please allow 3-5 business days for artwork production. In-house or on-site installation must be scheduled in advance.



TO: Mayor and City Council  
FROM: Sara Egan, City Secretary  
DATE: July 15, 2024  
ITEM: 11  
DESCRIPTION: Consider approving the City Council meeting minutes: July 1, 2024.

---

**RECOMMENDATION**

Recommend approval of the meeting minutes.

**ATTACHMENTS**

1. July 1, 2024 Minutes



# City of Seagoville

## Meeting Minutes

### City Council

City Hall  
702 N. Hwy 175  
Seagoville, Texas 75159

Monday, July 1, 2024

6:30 PM

Council Chambers

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

Absent: Councilmember Jose Hernandez

Also present were City Manager Patrick Stallings, City Attorney Joe Gorfida, and City Secretary Sara Egan.

The City Council of the City of Seagoville met in a Regular Called Meeting on Monday, July 1, 2024, at 6:30 p.m. in the Council Chamber at 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. Receive an update on parking improvements for Bearden Park.**

Director of Economic Development Kirk McDaniel presented an update on the potential improvements for Bearden Park in a public private partnership with Pine Tar Sports.

##### **3. Receive an update on the CDBG street projects.**

Director of Public Works Chris Ryan presented an update on the following projects:

Street	Cost
Francis St.	\$57,600.00
Altom Ln.	\$92,000.00
Glenn Rd.	\$204,000.00
Avenue C	\$32,832.00
East Farmers Rd.	\$200,100.00

##### **4. Receive an update on the Lakes of Rolling Meadows Planned Development District.**

Director of Community Development Bill Medina briefed City Council on the request received by Winstead to reschedule the consideration of case number 2024-015PDA and associated proposed ordinance to the July 15<sup>th</sup> City Council meeting. City Council did not object to the request.

##### **5. Discuss Regular Session agenda items.**

There were no questions on the Regular Session agenda items.

##### **6. Adjourn**

Mayor Sebastian adjourned the Work Session at 6:35 p.m.

#### **REGULAR SESSION – 7:00 PM**

##### **7. Call to Order**

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

##### **8. Invocation**

Councilmember Magill led the invocation.

##### **9. Pledge of Allegiance**

City Council led the pledge of allegiance.

**10. Mayor's Report**

- Congratulations to the Director of Finance Gail French for achieving the CGFO credential.
- City Facilities will be closed Thursday, July 4<sup>th</sup> in observance of Independence Day.
- All members of the public are invited to meet City Council next Thursday, July 11<sup>th</sup> here at City Hall from 4:30 – 5:30 p.m.

**11. Citizen's Comments**

No one signed up to speak.

**Consent Agenda**

Councilmember Magill made a motion to approve Consent Agenda items 12-13, seconded by Councilmember Howard. The motion passed by a unanimous vote (4/0).

**12. Consider approving the City Council meeting minutes: June 17, 2024.****13. Consider a Resolution approving an agreement with Garver, LLC as set forth in Work Order No. 18 for professional engineering services for Hall Road from US 175 Frontage Road to Judy Lane in an amount not to exceed two hundred eighteen thousand eight hundred seventy-seven dollars and zero cents (\$218,877.00); authorizing the City Manager to execute an agreement or any documents necessary for the work to be performed.**

Resolution No. 2024-49

**Regular Agenda****14. Conduct board applicant interviews and consider appointment for Place 3 on the Library Advisory Board.**

Mayor Sebastian informed the City Council of the vacancy for Place 3 and that applicants are present to answer any questions.

Councilmember Magill made a motion to appoint Stephania Brown to Place 3 on the Library Advisory Board with a term ending June 30, 2025, seconded by Mayor Pro Tem Jon Epps. The motion passed by a unanimous vote (4/0).

**15. Discuss and consider a Resolution authorizing the City Manager to engage C&M Concrete for concrete work at C. O. Bruce Central Park in an amount not to exceed two hundred sixty-seven thousand seven hundred seventy-seven dollars and forty cents (\$267,777.40).**

Mr. Ryan presented on items 15-18 and answered questions.

Councilmember Magill made a motion to approve item 15 seconded by Councilmember Howard. The motion passed by a unanimous vote (4/0).

Resolution No. 2024-50

**16. Discuss and consider a Resolution authorizing the City Manager to engage Anderson Asphalt & Concrete Paving to provide asphalt road repair work on East Simonds Road in an amount not to exceed six hundred sixty-nine thousand nine hundred fifty-eight dollars and no cents (\$669,958.00).**

Councilmember Howard made a motion to approve item 16 seconded by Councilmember Grimes. The motion passed by a unanimous vote (4/0).

Resolution No. 2024-51

**17. Discuss and consider approving a Resolution authorizing the City Manager to engage Anderson Asphalt & Concrete Paving to provide asphalt road repair work on McWhorter Road in an amount not to exceed one hundred twelve thousand five dollars and zero cents (\$112,005.00).**

Councilmember Magill made a motion to approve item 17 seconded by Councilmember Grimes. The motion passed by a unanimous vote (4/0).

Resolution No. 2024-52

- 18. Discuss and consider a Resolution ratifying emergency repairs of two (2) partially collapsed manholes; and authorizing the City Manager to make payment to RT&E rural water in an amount not to exceed fifty-four thousand nine hundred forty-seven dollars and zero cents (\$54,947.00); and execute any and all necessary documents.**

Mayor Pro Tem Epps made a motion to approve item 18 seconded by Councilmember Magill. The motion passed by a unanimous vote (4/0).

Resolution No. 2024-53

- 19. Discuss and consider an Ordinance amending Article 21.02 Technical and Construction Codes and Standards, and Article 19.10 Stormwater Protection, Section 19.10.009 Specific Prohibitions and Requirements.**

Mr. Medina briefed City Council on the maintenance requirements for storm water on private and public property.

Mayor Pro Tem Epps made a motion to approve item 19 seconded by Councilmember Grimes. The motion passed by a unanimous vote (4/0).

Ordinance No. 2024-14

- 20. Discuss and consider a Resolution approving the purchase of electrical upgrades to the City Hall power generator in the amount of forty-one thousand six hundred forty-four dollars and zero cents (\$41,644.00); authorizing the City Manager to execute appropriate agreements and provide for payment on the city's behalf.**

Mr. Medina explained the single generator at City Hall needs electrical upgrades to sustain City Hall during power outages.

Councilmember Magill made a motion to approve item 20 seconded by Councilmember Grimes. The motion passed by a unanimous vote (4/0).

Resolution No. 2024-54

- 21. Discuss and consider a Resolution ratifying an EDC contract with Good Earth Services of Texas for mowing services around the Simonds Market Center Tract.**

Mr. McDaniel explained since attaining ownership of the Simonds Market Center Tract, ongoing mowing and maintenance of the property has been a significant burden on staff and equipment. This will allow staff to focus on other areas of need and reduce the rate of wear and tear on city-owned equipment.

Mayor Pro Tem Epps made a motion to approve item 21 seconded by Councilmember Magill. The motion passed by a unanimous vote (4/0).

Resolution No. 2024-55

- 22. Items of community interest and councilmember reports.**

Councilmember Magill commended the trash pickup service.

Mayor Sebastian recessed the Regular Session at 7:14 p.m.

### **EXECUTIVE SESSION**

The City Council convened into closed Executive Session pursuant to:

- 23. Texas Govt. Code Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Presiding Municipal Court Judge**

- 24. Texas Govt. Code Section 551.071 Consult with Attorney, to seek legal advice related to: The North Texas Municipal Water District**

Mayor Sebastian adjourned the Executive Session at 8:00 p.m.

**REGULAR SESSION**

Mayor Sebastian reconvened the Regular Session at 8:02 p.m.

**25. Take necessary action as a result of Executive Session.**

With respect to item 24, Councilmember Magill made a motion to authorize the City Manager to execute an engagement letter with Jackson Walker LLP regarding matters related to North Texas Municipal Water District, seconded by Councilmember Grimes. The motion passed by a unanimous vote (4/0).

With respect to item 23, Councilmember Grimes made a motion to appoint Judge Scott Kurth for a 2-year term to serve as the Presiding Municipal Court Judge for the City of Seagoville and authorize the City Manager to execute such agreement, seconded by Councilmember Howard. The motion passed by a unanimous vote (4/0).

**26. Discuss future agenda items.**

There were no future agenda items.

**27. Adjourn**

There being no further business before the City Council, the meeting was adjourned at 8:04 p.m.

APPROVED:

ATTEST:

\_\_\_\_\_  
Lackey Stepper Sebastian, Mayor

\_\_\_\_\_  
Sara Egan, City Secretary



TO: Mayor and City Council  
FROM: Kirk McDaniel, Director of Economic Development  
DATE: July 15, 2024  
ITEM: 12  
DESCRIPTION: Conduct a public hearing on the creation of the Rolling Meadows Public Improvement District.

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### **INTRODUCTION**

The purpose of this item is to hold a public hearing on the creation of a Public Improvement District.

### **BACKGROUND**

The City of Seagoville has been presented with a petition to establish the Rolling Meadows Public Improvement District. This petition seeks the formation of a Public Improvement District (PID) under Chapter 372 of the Texas Local Government Code. The petition has garnered support from over fifty percent (50%) of the record owners of taxable real property within the proposed PID, as indicated by the most recent certified appraisal roll for Dallas County. Additionally, it has secured backing from record owners of taxable real property constituting over 50% of the total area of taxable real property liable for assessment within the proposed PID. If approved, the PID would be created over the Rolling Meadows project, but further actions would be necessary to levy assessments on the property.

### **FINANCIAL IMPACT**

N/A

### **RECOMMENDATION**

The City is still in negotiations with the Developer on the Development Agreement concerning the Rolling Meadows Project. As such, City Staff recommends holding the public hearing as noticed. The City then has 6 months from the public hearing to create the PID.

### **ATTACHMENT**

1. Draft Resolution

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING AND CREATING A PUBLIC IMPROVEMENT DISTRICT IN THE CITY OF SEAGOVILLE IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville, Texas (the "*City*"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "*Act*"), to create a public improvement district ("*PID*") within its corporate limits; and

WHEREAS, the City received a petition from the owner of property within the corporate limits of the City (the "*Petitioner*"), requesting the establishment of a PID (to be known as the "Rolling Meadows Public Improvement District") (the "*District*") within the corporate limits of the City, such District to include the property described by metes and bounds in Exhibit A (the "*Property*"), each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City (the "*City Council*") received the Petition which was signed by the owners of more than 50% of the appraised value of the taxable real property liable for assessment and the record owners of more than 50% of the area of all taxable real property within the District that is liable for assessment, and as such, the Petition complies with the Act; and

WHEREAS, the City called a public hearing on the creation of the Rolling Meadows Public Improvement District for July 15, 2024; and

WHEREAS, notice of the public hearing was published in a newspaper of general circulation in the City in which the District is to be located, in accordance with the Act; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on July 15, 2024; and

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

SECTION 1. That the findings set forth in the recitals of this Resolution are found to be true and correct.

SECTION 2. That the Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with the Act.

SECTION 3. That pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition at the public hearing on July 15, 2024, hereby finds and declares:

- (a) *Advisability of the Proposed Improvements.* It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.
- (b) *General Nature of the Authorized Improvements.* The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street, roadway and sidewalk improvements, including related drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) water, wastewater and drainage improvements and facilities, (iii) parks, trails and recreational facilities improvements; (iv) projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (v) acquisition of real property, interests in real property, in connection with each Authorized Improvement; (vi) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (vii) payment of costs of establishing, administering, and operating the District, as well as the interest, costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in (i) through (viii) above (collectively, the "Authorized Improvements"); These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.
- (c) *Estimated Costs of the Authorized Improvements and Apportionment of Costs.* The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the PID is \$45,500,000 plus the annual cost of operation and maintenance costs, if any. The City will pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the PID. The remaining costs of the proposed improvements will be paid from sources other than those described above.
- (d) *Boundaries of the District.* Includes approximately 239.15 Acres of Land within the City of Seagoville, Dallas County, Texas, said property generally bound by East Malloy Bridge Road to the Southeast and the East Fork Trinity River to the Northeast. The northwestern boundary will be approximately 1400 ft southeast of the portion of Alto Road that runs Southwest to Northeast. The PID will be generally northeast of the development titled Cottonwood Creek. The boundaries of the District are set forth in Exhibit A attached hereto.
- (e) *Proposed Method of Assessment.* The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.

- (f) *Apportionment of Cost Between the District and the City.* The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the District and from other sources of funds available to the Petitioner.
- (g) *Management of the District.* The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.
- (h) *Advisory Board.* The District shall be managed without the creation of an advisory body.

SECTION 4. That the Rolling Meadows Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 5. That City staff is directed to cause to be prepared a Service and Assessment Plan for the District and to present it to the City Council for review and approval.

SECTION 6. That this Resolution shall take effect immediately from and after its passage and filing in the real property records of Dallas County, as required by law.

DULY RESOLVED by the City Council of the City of Seagoville, Texas, on the 15th day of July, 2024.

\_\_\_\_\_  
Lackey Stepper Sebastian  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

STATE OF TEXAS           §

COUNTY OF DALLAS       §

Before me, the undersigned authority, on this day personally appeared Lackey Stepper Sebastian, Mayor of the City of Seagoville, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Resolution in my presence for the purposes stated therein.

Given under my hand and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

[NOTARY STAMP]

## **EXHIBIT A**

### **EXHIBIT "A" LEGAL DESCRIPTION OF THE PROPERTY**

BEING a 239.15 acre tract of land located in the John Merchant Survey, Abstract No. 850 and the Andrew Nail Survey, Abstract No. 1070, Dallas County Texas, being all of Tracts 1 & 2 as described in Special Warranty Deed to Rolling Meadows Development, LLC, as recorded in Instrument No. 202200106718, and all of that parcel described in General Warranty Deed to Rolling Meadows Development, LLC, as recorded in Instrument No. 202200104630, both of the Official Public Records Dallas County Texas (OPRDCT), said 239.15 acres being more particularly described as follows:

BEGINNING at the intersection of the common line for the A. Nail Survey, Abstract No. 1070, and the John Merchant Survey, Abstract No. 850, with the center of Malloy Bridge Road (an asphalt roadway with a prescriptive 100-foot fenced right of way), from said intersection a found 3/8-inch iron rod bears N 41°40' E, 51.3 feet and a found 1-inch iron rod bears N 45° E, 51.5 feet;

THENCE North 44° 59' 31" West, a distance of 1300.18 feet to a found 5/8-inch iron rod for the northeast corner of that parcel described in Warranty Deed with Vendors Lien to Jaun and Maria Flores, as recorded in Volume 96002, Page 751, Deed Records Dallas County Texas (DRDCT);

THENCE South 44° 58' 46" West with the north line of said Flores tract, a distance of 958.61 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "HALFF" for the easterly southeast corner of that parcel described in Special Warranty Deed to the City of Seagoville, as recorded in Instrument NO. 201900305819, OPRDCT;

THENCE with the easterly and northerly lines of said City parcel as follows:

North 68° 27' 35" West, a distance of 370.62 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "HALFF";

South 44° 34' 36" West, a distance of 183.75 feet to a point for corner on the easterly line of Brook Valley 7, Phase 2 an Addition to the City of Seagoville as recorded in Volume 2002123, Page 11, DRDCT;

THENCE North 45° 25' 51" West with the east line of Brook Valley 7, Phases 2 and 3, a distance of 607.66 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "CCG INC RPLS 5129";

THENCE North 44° 14' 40" East, a distance of 60.41 feet found 1/2-inch iron rod with yellow plastic cap stamped "HALFF";

THENCE North 45° 01' 26" West, a distance of 1438.98 feet to a found 1-inch iron rod;

THENCE North 44° 57' 30" East, a distance of 1246.46 feet to a found 1/2-inch iron rod;

THENCE South 45° 39' 56" East, a distance of 233.73 feet to a found 60d nail;

THENCE North 44° 30' 22" East, a distance of 3183.3 feet to a point in the called center of the East Fork of the Trinity River;

*Exhibit A*

THENCE generally southerly with said called centerline as follows:

South 54° 58' East, a distance of 107.8 feet;

South 43° 15' East, a distance of 162.9 feet;

South 37° 10' East, a distance of 119.9 feet;

South 53° 34' East, a distance of 162.5 feet;

South 29° 37' East, a distance of 359.9 feet;

South 11° 05' East, a distance of 134.4 feet;

South 16° 55' West, a distance of 92.5 feet;

South 36° 35' West, a distance of 202.8 feet;

South 67° 46' West, a distance of 62.5 feet;

North 76° 32' West, a distance of 111.8 feet;

North 54° 13' West, a distance of 198.5 feet;

North 90° 00' West, a distance of 97.7 feet;

South 35° 46' West, a distance of 81.3 feet;

South 33° 09' West, a distance of 117.8 feet;

South 34° 30' East, a distance of 147.9 feet;

South 50° 47' East, a distance of 152.2 feet;

South 15° 12' West, a distance of 151.4 feet;

South 35° 33' West, a distance of 170.2 feet;

South 03° 31' West, a distance of 100.0 feet;

South 35° 58' East, a distance of 118.6 feet;

South 52° 38' East, a distance of 213.8 feet;

South 39° 23' East, a distance of 213.0 feet;

South 25° 39' East, a distance of 286.2 feet;

South 29° 45' East, a distance of 208.8 feet;

*Exhibit A*

South 22° 27' East, a distance of 372.0 feet;

South 36° 44' East, a distance of 426.7 feet;

South 34° 35' East, a distance of 331.8 feet;

South 21° 10' East, a distance of 173.5 feet to a point in the center of Malloy Bridge Road (a prescriptive 100-foot roadway);

THENCE westerly with said centerline as follows:

South 44° 20' 00" West, a distance of 1439.52 feet to the beginning of a curve;

Along the arc of a tangent curve to the left, having a central angle of 02° 23' 35", a radius of 818.50 feet, an arc length of 34.19 feet, and a chord of South 43° 08' 12" West, 34.18 feet to the POINT OF BEGINNING and containing 239.15 acres, more or less.

Included within the limits of this description is 8.0 acres between the called center of the Trinity River and the west high bank of said river, and 1.5 acres located between the center of Malloy Bridge Road and the apparent north right of way line located 50-feet northerly of and parallel or concentric with said centerline. Leaving a net acreage of 229.65 acres



TO: Mayor and City Council

FROM: Bill Medina, Director of Community Development

DATE: July 15, 2024

ITEM: 13

DESCRIPTION: Discuss and consider an Ordinance amending the comprehensive Zoning Ordinance, plan and zoning map as previously amended, by amending the Planned Development zoning of a tract of land consisting of 238.79+/- acres generally located at 1001 Alto Road, 1755 Malloy Bridge Road, and 1520 Alto Road, in the City of Seagoville, Dallas County, Texas, providing for the development of the property for single-family residential purposes; adopting development regulations and a concept plan; providing a penalty of fine not to exceed two thousand dollars (\$2,000.00) for each offense.

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## **INTRODUCTION**

Consider approving an amendment to the Lakes of Rolling Meadows Planned Development Zoning District (PD).

## **BACKGROUND**

The subject property consists of multiple tracts at and around 1755 E. Malloy Bridge Road, being approximately 239.15 ± acres. The request to amend the current Planned Development (PD) Zoning District is primarily driven by the developer wishing to update their existing concept plan and development standards. Since the adoption of the current PD, Ordinance No. 14-2022, the prospective developer has identified several components of the existing PD in which they wish to amend. The proposed amendments are as follows:

- The removal of the cottage area, an age restricted high density multifamily/townhome section, has been removed. Associated development standards with the cottages have been eliminated from the proposed PD.
- Improved landscape requirements to include a minimum 3-foot wide irrigated landscape bed with a stone/masonry garden wall adjacent to each front building line.
- Façade variation requirements were included to ensure a diversity of the single-family homes elevations.
- Inclusion of an amenity center, cabanas, pool, two dog parks, two playground areas, four pickleball courts, a full basketball court, and an 8' wide hiking trail.

The applicant has submitted three possible options for the proposed style of the amenity Center. These are included in Exhibit D of the ordinance.

## **FINANCIAL IMPACT**

N/A



## **RECOMMENDATION**

Per the applicant's request, Staff is requesting this item be tabled.

The City Council conducted a Public Hearing as noticed on June 17, 2024.

The Planning and Zoning Commission recommended approval of the zoning request, with the following inclusions:

- Amenity Center moved to phase 1.
- Amenity Center to include bathrooms and being 2,250sqft in size.
- Required pictures/elevations of proposed amenity center, trails, dog parks, basketball courts, pickle ball courts, and playgrounds.
- Additional home elevation exhibits.

## **ATTACHMENTS**

1. Proposed Ordinance

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, PLAN AND ZONING MAP OF THE CITY OF SEAGOVILLE, TEXAS, AS PREVIOUSLY AMENDED, BY AMENDING THE PLANNED DEVELOPMENT ZONING OF A TRACT OF LAND CONSISTING OF 238.79+/- ACRES GENERALLY LOCATED AT 1001 ALTO ROAD, 1755 MALLOY BRIDGE ROAD, AND 1520 ALTO ROAD, IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO, PROVIDING FOR THE DEVELOPMENT OF THE PROPERTY FOR SINGLE-FAMILY RESIDENTIAL PURPOSES; ADOPTING DEVELOPMENT REGULATIONS AND A CONCEPT PLAN; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the governing body of the City of Seagoville, Texas, in compliance with the laws of the State of Texas and the ordinances of the City of Seagoville, on or about May 16, 2022, has adopted Ordinance No. 14-2022, which ordinance adopted planned development zoning for a tract of land consisting of 238.79+/- acres generally located at 1001 Alto Road, 1755 Malloy Bridge Road, and 1520 Alto Road, in the City of Seagoville, Dallas County, Texas, which property is more specifically described in Exhibit “A,” attached hereto (the “Property”); and

**WHEREAS**, the owner of the Property has requested an amendment to the existing planned development zoning regulations applicable thereto to allow the tract to be developed and used for single family residential purposes; and

**WHEREAS**, the Planning and Zoning Commission and the governing body of the City of Seagoville, Texas, in compliance with the laws of the State of Texas and the ordinances of the City of Seagoville, Texas, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally and to all persons interested and situated in the affected area, and in the vicinity thereof, and in the exercise of its legislative discretion, have concluded that the City of Seagoville Zoning Ordinance, Comprehensive Plan and Zoning Map of the City of Seagoville, Texas, as previously amended, should be further amended.

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

**SECTION 1.** The City of Seagoville Comprehensive Zoning Ordinance, Comprehensive Plan, and Zoning Map of the City of Seagoville, Texas, are hereby amended by amending Ordinance No. 14-2022, adopted by the City Council of the City of Seagoville, Texas, on or about May 16, 2022, and the planned development zoning granted therein, regarding the use and development of a 238.79+/- acre tract of land generally located at 1001 Alto Road, 1755 Malloy Bridge Road, and 1520 Alto Road, in the City of Seagoville, Dallas County, Texas, which property is more specifically described in Exhibit “A,” attached hereto (the “Property”).

**SECTION 2.** The Property shall be developed and used in accordance with the provisions of all building regulations, zoning ordinances, subdivision regulations, and any other applicable ordinances of the City, except as may be specifically amended herein, including compliance with the R-5 Dwelling District regulations in those portions of the Property designed for single family residential use in the Concept Plan attached hereto and incorporated herein as Exhibit “C,” except where modified and in conflict with the Planned Development District Regulations attached hereto and incorporated herein as Exhibit “B” (“Development Regulations”), the said Exhibits “B” and “C” being hereby approved and adopted.

**SECTION 3.** To the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Seagoville governing the use and development of the Property and which are not expressly amended by this Ordinance, the provisions of this Ordinance shall be controlling. In the event there is an irreconcilable conflict within the text of this Ordinance, including any exhibits attached hereto, relating to the applicable standard to be enforced with respect to development of the Property, the strictest standard shall be controlling unless the City Council determines by approval of a motion or resolution that the less stringent standard is to apply.

**SECTION 4.** All provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance as applicable to the Property be and are hereby repealed and all other provisions of the ordinances of the City of Seagoville, Texas, not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 5.** An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

**SECTION 6.** Should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance or the Comprehensive Zoning Ordinance as a whole, or any part or provision thereof, other than the part declared to be invalid, illegal, or unconstitutional.

**SECTION 7.** Any person, firm, or corporation violating any of the provisions or terms of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, shall be subject to a penalty by fine not to exceed two thousand dollars (\$2,000.00) for each offense, and each and every day such violation continues or is allowed to exist shall constitute a separate offense.

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS ON THIS THE \_\_\_DAY OF \_\_\_\_\_, 2024.**

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**Exhibit "A"**  
**[Legal Description of the Property]**

239.15 Acres

John Merchant Survey, Abstract No. 850 and the Andrew Nail Survey, Abstract No. 1070,  
Seagoville, Dallas County Texas

BEING a 239.15 acre tract of land located in the John Merchant Survey, Abstract No. 850 and the Andrew Nail Survey, Abstract No. 1070, Dallas County Texas, being all of Tracts 1 & 2 as described in Special Warranty Deed to Rolling Meadows Development, LLC, as recorded in Instrument No. 202200106718, and all of that parcel described in General Warranty Deed to Rolling Meadows Development, LLC, as recorded in Instrument No. 202200104630, both of the Official Public Records Dallas County Texas (OPRDCT), said 239.15 acres being more particularly described as follows:

BEGINNING at the intersection of the common line for the A. Nail Survey, Abstract No. 1070, and the John Merchant Survey, Abstract No. 850, with the center of Malloy Bridge Road (an asphalt roadway with a prescriptive 100-foot fenced right of way), from said intersection a found 3/8-inch iron rod bears N 41°40' E, 51.3 feet and a found I-inch iron rod bears N 45° E, 51.5 feet;

THENCE North 44° 59' 31" West, a distance of 1300.18 feet to a found 5/8-inch iron rod for the northeast corner of that parcel described in Warranty Deed with Vendors Lien to Jaun and Maria Flores, as recorded in Volume 96002, Page 751, Deed Records Dallas County Texas (DRDCT);

THENCE South 44° 58' 46" West with the north line of said Flores tract, a distance of 958.61 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "HALFF" for the easterly southeast corner of that parcel described in Special Warranty Deed to the City of Seagoville, as recorded in Instrument NO. 201900305819, OPRDCT;

THENCE with the easterly and northerly lines of said City parcel as follows:

North 68° 27' 35" West, a distance of 370.62 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "HALFF";

South 44° 34' 36" West, a distance of 183.75 feet to a point for corner on the easterly line of Brook Valley 7, Phase 2 an Addition to the City of Seagoville as recorded in Volume 2002123, Page 11, DRDCT;

THENCE North 45° 25' 51" West with the east line of Brook Valley 7, Phases 2 and 3, a distance of 607.66 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "CCG INC RPLS 5129";

THENCE North 44° 14' 40" East, a distance of 60.41 feet found 1/2-inch iron rod with yellow plastic cap stamped "HALFF";

THENCE North 45° 01' 26" West, a distance of 1438.98 feet to a found I-inch iron rod;

THENCE North 44° 57' 30" East, a distance of 1246.46 feet to a found 1/2-inch iron rod;

THENCE South 45° 39' 56" East, a distance of 233.73 feet to a found 60d nail;

THENCE North 44° 30' 22" East, a distance of 3183.3 feet to a point in the called center of the East Fork of the Trinity River;

THENCE generally southerly with said called centerline as follows:

South 54° 58' East, a distance of 107.8 feet;

South 43° 15' East, a distance of 162.9 feet;

South 37° 10' East, a distance of 119.9 feet;

South 53° 34' East, a distance of 162.5 feet;

South 29° 37' East, a distance of 359.9 feet;

South 11° 05' East, a distance of 134.4 feet;

South 16° 55' West, a distance of 92.5 feet;

South 36° 35' West, a distance of 202.8 feet;

South 67° 46' West, a distance of 62.5 feet;

North 76° 32' West, a distance of 111.8 feet;

North 54° 13' West, a distance of 198.5 feet;

North 90° 00' West, a distance of 97.7 feet;

South 35° 46' West, a distance of 81.3 feet;

South 33° 09' West, a distance of 117.8 feet;

South 34° 30' East, a distance of 147.9 feet;

South 50° 47' East, a distance of 152.2 feet;

South 15° 12' West, a distance of 151.4 feet;

South 35° 33' West, a distance of 170.2 feet;

South 03° 31' West, a distance of 100.0 feet;

South 35° 58' East, a distance of 118.6 feet;

South 52° 38' East, a distance of 213.8 feet;

South 39° 23' East, a distance of 213.0 feet;

South 25° 39' East, a distance of 286.2 feet;

South 29° 45' East, a distance of 208.8 feet;

South 22° 27' East, a distance of 372.0 feet;

South 36° 44' East, a distance of 426.7 feet;

South 34° 35' East, a distance of 331.8 feet;

South 21° 10' East, a distance of 173.5 feet to a point in the center of Malloy Bridge Road (a prescriptive 100-foot roadway);

THENCE westerly with said centerline as follows:

South 44° 20' 00" West, a distance of 1439.52 feet to the beginning of a curve;

Along the arc of a tangent curve to the left, having a central angle of 02° 23' 35", a radius of 818.50 feet, an arc length of 34.19 feet, and a chord of South 43° 08' 12" West, 34.18 feet to the POINT OF BEGINNING and containing 239.15 acres, more or less.

Included within the limits of this description is 8.0 acres between the called center of the Trinity River and the west high bank of said river, and 1.5 acres located between the center of Malloy Bridge Road and the apparent north right of way line located 50-feet northerly of and parallel or concentric with said centerline. Leaving a net acreage of 229.65 acres

## EXHIBIT B

### Development Regulations

The property shall be developed and used in accordance with the City of Seagoville Code of Ordinances, including the City of Seagoville Zoning Ordinance and Construction Standards, and the R-5 Dwelling District regulations, except as amended herein, and the following development regulations:

1. Development shall be in accordance with the approved concept plan.
2. Area Regulations (single family lots).
  - a) Lot size shall be a minimum of 6,000 square feet;
  - b) Lot width shall be a minimum of 50 feet when measured along the front setback;
  - c) Lot length shall be a minimum of 120 feet depth;
  - d) Front yard shall be a minimum of 25 feet from rights-of-way line;
  - e) Side yard shall be a minimum of 5 feet, except corner lots which shall have a 20-foot side yard;
  - f) Each unit shall have a minimum 400 square foot 2-car garage; and
  - g) Rear yard shall have a minimum 5% of the total lot depth or a maximum of 10- feet.
  - h) Area of Dwelling (excluding garages):
    - 25% of the dwelling units shall be a minimum 1,600 square feet of living area;
    - 50% of the dwelling units shall be a minimum 1,700 square feet of living area; and
    - 25% of the dwelling units shall be a minimum 1,800 square feet of living area.
  - i) Structure height of each Single-Family structure shall not exceed 35 feet.
3. Streets, Roadways and Sidewalks.
  - a) A four-lane divided major arterial extending Lasater Road, that portion that runs the full length of the property abutting Lasater Road, shall be constructed (paved concrete, curb, and gutter).
  - b) All Collectors, major and minor, constructed on the site shall include 5-foot-wide sidewalks along both sides of the pavement; and
  - c) All other streets to have 4-foot-wide sidewalks on both sides.
4. Landscaping Requirements. Except as provided herein, landscaping shall comply with the City of Seagoville Zoning Ordinance.
  - a) All lots shall include minimum three-foot irrigated landscape bed directly adjacent to each front building line of each single-family structure.
  - b) Landscaping beds must include a brick and/or stone masonry garden wall with vapor barrier and weep holes for property drainage.
  - c) All landscape beds shall have a minimum of eight five-gallon, and four one-gallon shrubs.
  - d) Interior Lots
    - (1) All plant material shall be planted along the front elevation of single-family structures and may wrap three feet (allowing a minimum of three shrubs) around the side of the single-family structure.
    - (2) All shrubs shall be located within the landscape bed.

- (3) Trees required for interior lots shall be in accordance with the City of Seagoville Landscape Ordinance
- e) Corner Lots
  - (1) Required shrub planting shall continue on the side of a single-family structure facing the street and the side yard fence and provide appropriate irrigation. The shrubs should be five (5) gallons in size and planted every 24" on center. The shrubs shall be kept trimmed behind the edge of the sidewalk.
  - (2) Corner lot trees shall be a minimum two (2) three-inch (3") caliper shade trees to be planted with a minimum 40' spacing along the side of the lot.
  - (3) Three-inch caliper shade trees shall be planted every 40 feet on center along both sides of Lasater Road.

5. Design and Elevations.

- a) Facades of single-family structures shall be provided in accordance with Exhibit D, attached herein.
- b) At least three different elevations must be provided between a single-family structure with the same plan on the same side of the street.
- c) A minimum of four (4) platted residential lots must be skipped on the same side and three (3) lots must be skipped on the opposite side of a street before rebuilding the same single family residential unit with an identical (or nearly identical) street elevation design. The same floor plan shall not be repeated on neighboring, side by side lots or directly across the street.
- d) Architectural standards.
  - (1) The front facade of every single-family structure shall incorporate at least three (3) of the following into its design and construction:
    - i. Distinctive window patterns;
    - ii. Balconies, bays, box-outs, faux balconies, window overhangs, or secondary roof eaves with exaggerated projections and decorative supporting rafter beams;
    - iii. Changes of color, texture, or material, either diagonally, horizontally or vertically, aesthetically proportional to the facade;
    - iv. Changes in plane with a depth of at least 24 inches, either diagonally, horizontally, or vertically, aesthetically proportional to the facade; and
    - v. Changes in roofline, such as variations in roof pitch, overhangs, projections, exaggerated cornices, dormers, and extended eaves.
    - vi. Exterior Façade Material. Deed restrictions shall be adopted and imposed and enforced that contain the following requirements: All single-family residential units shall have a minimum of eighty (80%) percent, excluding windows, window boxes, doors and other openings, of the exterior facade composed of kiln-fired clay brick, rock or masonry stucco. Dormers, second story walls or other elements supported by the roof structure may be siding or composite masonry materials when offset at least six (6) inches from the floor exterior wall. Vinyl siding and EIFS materials shall not be used for exterior walls.
- e) Fencing and Screening.
  - (1) Side and rear yard fences (if provided) shall be permitted to a height of 6 feet maximum, and constructed of wood with metal posts and rails to the inside.

(2) Pressure treated wood is prohibited.

6. Amenities and Open Space. The following amenities and open space elements shall be provided as below and in accordance with the approved concept plan.

a) Major Amenity Center and Pool.

(1) The amenity center shall be a minimum of 2,250 square feet located on a minimum 1-acre lot.

(2) The amenity center shall be fenced off with a minimum 4-foot height extruded wrought iron style fence.

(3) The Pool shall be a minimum of 1,000 square feet.

(4) The Cabana shall be a minimum of 500 square feet.

(5) Playground.

(6) Pickle Ball Court.

(7) Basketball Court.

b) Dog Park. The dog park shall be fenced off with a minimum 4-foot height extruded wrought iron style fence.

c) Major trail system. Provided trails shall be a minimum of 8' wide and constructed of concrete.

d) A six foot (6') solid masonry wall and columns constructed of brick, rock or a combination thereof shall be required along Alto and Lasater Road.

e) All common areas and amenities, including but not limited to the Amenity Center, the Pool, the Cabana, the Playgrounds, the Pickleball and Basketball courts, the Dog Park, and the trail system, shall be owned, operated, and maintained by the Homeowners Association.

f) All signage shall comply with all City Codes unless otherwise provided in these development regulations.

7. Special Conditions.

a) Residential lots.

(1) Maximum number of residential lots shall not exceed the number shown in the approved concept plan.

(2) No alleys shall be required within the Planned Development, and all homes shall be front entry.

b) Open Space.

(1) Maintenance of the Open Space areas will be the responsibility of a homeowners association (HOA).

(2) Developer will be the contact entity with the City for all concerns regarding maintenance of park and open space until the control of the HOA has been turned over to the residents or successor property owners. The responsibilities of amenities include:

i. Clean up and litter removal.

ii. Landscaping installation, care, and maintenance.

iii. Trimming, clearing, and removal of unwanted vegetation.

iv. Maintain irrigation system, pay for the water used in the system.

v. Maintain benches, concrete trail, and any other installed improvements.

(3) The Open Space may be used for drainage and on-site detention as required by the City Engineer. Drainage improvements will be approved by the City Engineer and will be at the cost of the developer. The Open Space areas shall be available for public use.

- Upon completion of said improvements, the Open Space may, at the City's sole option, be dedicated to the City and incorporated into the existing City-owned open space; provided, however, that any such dedication shall not relieve the HOA of the Open Space maintenance obligations specified in these Development Regulations.
- c) Homeowners Association (HOA). There shall be a permanent homeowners' association which shall have the authority to impose mandatory dues and assessments for, among other purposes, the maintenance and operational obligations of Open Space, the Amenity Center, the Pool, all playgrounds, the pickleball and basketball courts, and the Dog Park. The Deed Restrictions and Covenants, Conditions and Restrictions (collectively, "CCRs") applicable to all residential properties shall provide for mandatory annual assessments enforceable by liens and the foreclosure thereof in the event of nonpayment. The CCRs shall contain provisions that enable the City, at the City's sole option, to assume all HOA responsibilities in the event of default in the foregoing maintenance obligations, including the authority to impose and collect assessments and foreclose past due assessments against individual properties.
  - d) Each residential dwelling unit must comply with the energy component of the building code and the adopted edition of the International Energy Conservation Code, as amended. All street and roadway lighting shall be of a design and size compatible with and reviewed as an integral part of the overall development design. The development shall include street lights at all intersections and spaced at a maximum of 300' at the illumination of .50 to 1 foot candlelight. In meeting the CPTED standards, lighting in the proposed development will also be reviewed for compatibility with city wide goals and objectives, Street lights used shall be ornamental or decorative in style as approved by the Director of Public Works at the time of review. Ornamental street lights may be combined with similarly designed street signs, mail boxes, parks and open space fencing and other fixtures throughout the neighborhood.

#### 8. Amendments.

Amendments to the provisions of these Development Regulations may be granted administratively by the City Manager or designee without formal city council approval if the proposed amendment does not increase the density or number of residential units, decrease minimum dwelling, lot, yard or lot coverage requirements, or reduce or modify the acreage and locations of Open Space areas.

**EXHIBIT “C”  
[Concept Plan]**





Exhibit D



Exhibit D



Exhibit D



Exhibit D





Exhibit D





Exhibit D





*Proposed  
Amenity  
Center with  
Pool and  
Playground  
Rendering #1*



Exhibit D



*Proposed Amenity Center  
with Pool and Playground  
Rendering #2*



Exhibit D



*Proposed Amenity Center  
with Pool and Playground  
Rendering #3*











**CADENCE PARK**  
703 BENCHMARK  
PRIVATE



















TO: Mayor and City Council  
FROM: Ray Calverley, Police Chief  
DATE: July 15, 2024  
ITEM: 14  
DESCRIPTION: Discuss and consider a Resolution approving the terms and conditions of an Interlocal Cooperative Agreement with the City of Scurry, Texas relating to the donation of surplus law enforcement property; and authorizing its execution by the City Manager or designee.

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### **INTRODUCTION**

The City of Scurry, Texas, is in the infancy of starting their own law enforcement agency. The City of Seagoville has been approached by the City of Scurry Chief of Police, Chief Gary Perkins asking if we, the City of Seagoville Police Department have any surplus property that might be potentially useful in their endeavor. Staff has determined the property described in EXHIBITS "A" & "B" of the Interlocal Cooperative Agreement as either outdated equipment no longer feasible to maintain due to years of use or maintenance cost, along with other equipment that is antiquated regarding technology support or simply does not conform to our current systems.

### **BACKGROUND**

The City of Seagoville, Texas, has been presented a proposed Interlocal Cooperative Agreement by and between the City of Seagoville, Texas, and the City of Scurry, Texas, relating to the donation of surplus law enforcement property (2015 black and white Chevrolet Tahoe), (4) dual Band EF Johnson portable radios and (4) Watch-Guard Vista body worn cameras).

The City Council has determined that the aforementioned property is no longer of viable use to this City but could be preserved as an alternate vehicle for the City of Scurry. The City of Scurry understands that they accept this property as described in exhibits (A) as is with no warranties and accepts full responsibilities of the performance or lack thereof. The City of Scurry also accepts the equipment described in exhibit (B) as is with no warranty, and that all terms as set forth in the Interlocal Cooperative Agreement that once they accept said property as described in exhibit(s) (A) & (B), they are in full ownership and are responsible for transfer, disposition and final disposal of said property.

### **FINANCIAL IMPACT**

No financial impact

### **RECOMMENDATION**

The Police Department recommends approval.



**ATTACHMENTS**

1. Resolution
2. Exhibit A - ILA

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF SCURRY, TEXAS, RELATING TO THE DONATION OF SURPLUS LAW ENFORCEMENT PROPERTY (THE “PROPERTY”); AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Seagoville, Texas, has been presented a proposed Interlocal Cooperative Agreement by and between the City of Seagoville, Texas, and the City of Scurry, Texas, a copy of which is attached hereto and incorporated herein by reference (herein called "Agreement") relating to the donation of surplus law enforcement property (the “Property”); and,

**WHEREAS**, the City Council has determined that the Property is no longer of viable use to the City; and,

**WHEREAS**, upon full review and consideration of the Agreement, and all matters related thereto, the City Council finds that the terms and conditions thereof are found to be acceptable and in the best interests of the City of Seagoville and its citizens;

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

**SECTION 1:** The Interlocal Cooperation Agreement by and between the City of Seagoville, Texas, and the City of Scurry, Texas, a true and correct copy of which is attached hereto as Exhibit “A,” and the transfer of the motor vehicle, radios, cameras and equipment described therein, is hereby approved and the City Manager or designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Seagoville.

**SECTION 2.** This Resolution shall take effect immediately from and after its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ON THIS THE 15<sup>th</sup> DAY OF JULY, 2024.**

**APPROVED:**

\_\_\_\_\_  
**Lackey Stepper Sebastian, Mayor**

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
**David M. Berman, City Attorney**

\_\_\_\_\_  
**Sara Egan, City Secretary**

**EXHIBIT "A"**

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE  
CITY OF SEAGOVILLE, TEXAS,  
AND THE  
CITY OF SCURRY, TEXAS

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

**Interlocal Cooperation Agreement**

This Interlocal Cooperation Agreement (“Agreement”) for the donation of surplus law enforcement property is made and agreed by and between the City of Seagoville, Texas (“Seagoville”), and City of Scurry, Texas (collectively “parties”), each acting by and through their respective authorized representatives.

**RECITALS:**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

**WHEREAS**, the governing bodies of Seagoville and Scurry have authorized this Interlocal Cooperation Agreement; and

**WHEREAS**, Seagoville owns all rights, title and interest, free and clear of any liens or encumbrances, to the surplus law enforcement property more particularly described in Exhibit “A” and “B” (the “Property”); and

**WHEREAS**, Seagoville has determined that the Property described in this Agreement is surplus property no longer fit for use by Seagoville; and

**WHEREAS**, Seagoville has determined that the Property has no resale value and the costs associated with storing the Property generally exceed the fair market value of the Property; and

**WHEREAS**, Seagoville desires to donate the Property to the City of Scurry, transferring all rights, title and interest to the Property in accordance with the terms of this Agreement; and

**WHEREAS**, The City of Scurry desires to receive and accept all rights, title and interest in the Property in accordance with the terms of this Agreement immediately upon receipt of the Property; and

**WHEREAS**, any payment that either Party is required to make hereunder shall be made from current, available revenue.

**NOW, THEREFORE**, upon and for the mutual consideration stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

## **Article I Purpose**

The purpose of this Agreement is, as described in the foregoing recitals, to evidence the Agreement of the Parties concerning the donation of surplus police property to City of Scurry in accordance with the terms and conditions set forth herein.

## **Article II Term and Termination**

2.1 **Effective Date.** This Agreement shall be effective on the date it has been signed by the authorized representatives of Seagoville and Scurry (“the Effective Date”).

2.2 **Term and Termination.** The term of this Agreement shall commence on the Effective Date and shall terminate upon final delivery of the Property to City of Scurry in accordance with the terms set forth herein.

## **Article III Transfer of Property**

3.1 **Conveyance of the Property.** Seagoville does hereby convey to the City of Scurry all rights, title and interest, free and clear of any liens or encumbrances, in the Property described in Exhibit “A” and “B” to this Agreement.

3.2 **Assignment of Warranties.** Seagoville hereby assigns, sets over and transfers to the City of Scurry, all rights, title and interest in and to any warranties and guarantees issued in connection with the manufacture, construction, purchase, and/or operation, of the Property (the “Warranties”), to the extent said Warranties are assignable and have not expired as of the date of the Effective Date. In consideration of the foregoing assignment, the City of Scurry hereby assumes and agrees to perform all of the obligations of Seagoville with respect to the Warranties arising or accruing on and after the date hereof. The Parties understand and agree that no warranty is being created by this Agreement and that in the absence of an existing warranty affecting the Property at the time of purchase, Seagoville is not creating, assigning or transferring any warranty to the City of Scurry.

3.3 **“As Is” Transfer.** THE CITY OF SCURRY ACKNOWLEDGES THAT SEAGOVILLE IS DONATING AND THE CITY OF SCURRY IS RECEIVING THE PROPERTY AND WARRANTIES, IF ANY, ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT THE CITY OF SCURRY IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SEAGOVILLE, ITS AGENTS, OR BROKERS AS TO ANY MATTERS CONCERNING THE PROPERTY AND WARRANTIES, IF ANY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.4 **Final Disposition or Disposal of the Property.** The City of Scurry agrees and acknowledges that when it no longer has any further use for the Property or any part thereof it is the City of Scurry's responsibility and the City of Scurry hereby agrees to promptly make final disposition or dispose of the Property or the Part thereof which is no longer required or needed by the City of Scurry in accordance with any and all applicable federal, state and local laws and hereby relieves Seagoville of any further responsibility or obligation for said final disposition or disposal of the Property or any part thereof.

#### **Article IV Miscellaneous**

4.1 **Assignment.** This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party.

4.2 **Notice.** Any notice, demand or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States Mail, postage prepaid, certified mail, or by hand-delivery or facsimile transmission addressed to the Party at the address set forth below:

If intended for City of Seagoville:

City of Seagoville  
Attn: Patrick Stallings  
City Manager  
702 US-175 Frontage Road  
Seagoville, Texas 75159

With copy to:

David M. Berman  
Nichols, Jackson, Dillard, Hager  
& Smith, L.L.P.  
1800 Ross Tower  
500 N. Akard  
Dallas, Texas 75201

If intended for City of Scurry:

City of Scurry  
Attn: Johnny Blazek, Mayor  
7985 S. State Highway 34  
Scurry, Texas 75158

Any Party may, at any time, by written notice to the other Party, designate different or additional persons or different addresses for getting the notices hereunder.

4.3 **Amendment.** This Agreement may be amended by the mutual written agreement of both Parties hereto.

4.4 **Severability.** 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 the other provisions, and the Agreement

shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

4.5 **Governing Law.** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and 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 jurisdiction of said court.

4.6 **Governmental Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights to any Parties not signatory hereto. Each Party agrees to and accepts full responsibility for the acts, negligence and/or omissions of such Party's officers, agents and employees in the execution and performance of this Agreement.

4.7 **Hold Harmless.** The City of Scurry, including its officers, agents, employees, independent contractors, other representatives, invitees, licensees, or guests does hereby agree to completely and wholly release and hold harmless Seagoville, its agents, its officers, independent contractors, employees and all persons natural or corporate, in privity with them or any of them, from any and all claims, damages, causes of action of any kind whatsoever, statutory or otherwise, personal injury (including death), property damage, lawsuits and judgments, court costs, expenses and reasonable attorney's fees, and all other expenses resulting directly or indirectly from the actions, omissions and activities of the City of Scurry relating to the City of Scurry's use of the Property, or which may be sustained by reason of any act or omission on the part of the City of Scurry, its employees, agents and/or contractors, or by anyone acting directly or indirectly employed by any of them, or by anyone for whose acts or omissions may be liable. It is the understanding of all Parties that this release and hold harmless agreement shall apply whether or not the claims, damages, causes of action of any kind whatsoever, statutory or otherwise, personal injury, including deaths, property damage, lawsuits, judgments, court costs, attorney's fees or any other expense arising directly or indirectly from the negligence of whatever nature, omissions, willful or intentional acts of the City of Scurry or the City of Scurry's officers, agents, employees, independent contractors, other representatives, invitees, licensees, or guests.

4.8 **Entire Agreement.** This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

4.9 **Recitals.** The recitals to this Agreement are incorporated herein.

4.10 **Exhibits.** The exhibits to this Agreement are incorporated herein.

4.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

4.12 **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 including but not limited to the representations, warranties, covenants, and obligations set forth in paragraphs 3.2, 3.3, 3.4, 4.5, 4.6, and 4.7 herein.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF SEAGOVILLE, TEXAS**

By: \_\_\_\_\_  
Patrick Stallings, City Manager

**Attest:**

By: \_\_\_\_\_  
Sara Egan, City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
David M. Berman, City Attorney

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF SCURRY, TEXAS**

By: \_\_\_\_\_  
Johnny Blazek, Mayor

**Attest:**

By: \_\_\_\_\_  
Carla York, City Secretary

## **EXHIBIT A**

### **SURPLUS PROPERTY TO BE DONATED**

One (1) 2015 Chevrolet Tahoe SUV V8

Vehicle Identification Number 1GNLC2EC2FR603255

Mileage: 136,043

Color: black and white

Emergency lighting, siren, lighting control panel, in-car camera (does not conform to current system), radar unit, prisoner partition (front & Rear), prisoner seat, center console, equipment vault, long-gun rack and push bumper are included as a part of the Surplus Property.

NOT INCLUDED: All Seagoville Police Department graphics, two-way mobile radio and computer have been removed and are not included as a part of the Surplus Property.

## **EXHIBIT B**

**ADDITIONAL SURPLUS PROPERTY TO BE DONATED INCLUDES**

(4) EF Johnson portable radios, these radios do not conform to our current 700/800 MHz radio system. Below is a complete description of these radios:

Make	Model	Serial Number
EF Johnson	VP-900	513061611030038
EF Johnson	VP – 900	51301611030051
EF Johnson	VP – 900	513061607430144
EF Johnson	VP – 900	513061607430171

(4) Watch-Guard Vista body cameras, this hardware is outdated and no longer conforms to our current Watch-Guard BWC and in-car system. Below is a complete description of this equipment:

Make	Model	Serial Number
Watch Guard	Vista	VHC2 - 002690
Watch Guard	Vista	VHC2 - 043329
Watch Guard	Vista	VHC2 - 007016
Watch Guard	Vista	VHC2 - 043241



TO: Mayor and City Council  
FROM: Ray Calverley, Police Chief  
DATE: July 15, 2024  
ITEM: 15  
DESCRIPTION: Consider a Resolution Declaring Certain City Property Surplus and Authorizing the City Manager to Sell, Trade, or Dispose of the Property in Accordance with the Processes Established in the Code of Ordinances.

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### **INTRODUCTION**

The City of Scurry, Texas is in the infancy of starting their own law enforcement agency. The City of Seagoville has been approached by the City of Scurry Chief of Police, Chief Gary Perkins asking if we, the City of Seagoville Police Department have any surplus property that might be potentially useful in their endeavor. Staff has determined the property described in this proposal as either outdated equipment no longer feasible to maintain due to years of use or maintenance cost, more specifically described as a (2015 black and white Chevrolet Tahoe) see full description in EXHIBIT – A..

### **BACKGROUND**

City staff have identified one police department vehicle fully described in exhibit (A) as a 2015 Chevrolet Tahoe that has serviced this city well, however due to age, mileage, or ongoing maintenance issues we feel that it is in the best interest of the city to deem this vehicle as surplus as it no longer remits a viable asset to the city based on the aforementioned issues. City Ordinance requires that Council declare this item as surplus property before the City Manager may dispose, sell, or trade this item in accordance with established city ordinance guidelines.

Staff propose to donate the listed equipment in EXHIBIT - A through an Interlocal Cooperative Agreement to the City of Scurry Police Department, who will take physical possession of this equipment on an as is basis.

### **FINANCIAL IMPACT**

No financial impact

### **RECOMMENDATION**

The Police Department recommends approval.

### **ATTACHMENTS**

1. Resolution
2. Exhibit A

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

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, DECLARING CERTAIN CITY PROPERTY SURPLUS AND AUTHORIZING THE CITY MANAGER TO SELL, TRADE AND/OR DISPOSE OF IT IN ACCORDANCE WITH THE PROCESS ESTABLISHED IN THE CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council recognizes that in the normal course of providing municipal services, the various Departments will exhaust the useful life of its capital equipment, and other property that does not meet the capital equipment threshold, to the point where it is no longer cost effective to maintain and operate; and

**WHEREAS**, the above categories of property and equipment do not contribute to providing municipal services and need to be removed from City inventories and storage; and

**WHEREAS**, the City Council, according to the Code of Ordinances, declares the property more specifically described as a black and white 2015 black and white Chevrolet Tahoe with over 136,000 as surplus property; and

**WHEREAS**, the City Secretary shall maintain inventory records of each item of surplus property sold or disposed of and the sale price of or destination of each item; and

**WHEREAS**, the City Council has determined that declaring this property as surplus is in the best interest of the City of Seagoville; and

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

**SECTION 1.** The City Council declares the property specifically described as a black and white 2015 Chevrolet Tahoe with over 136,000 miles as surplus property and authorizes the City Manager to sell, trade and/or dispose of the property according to law.

**SECTION 2.** All resolutions of the City of Seagoville heretofore adopted which are 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 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 ORDERED** by the City Council of the City of Seagoville, Texas, this the 15<sup>th</sup> \_  
Day of July, 2024

APPROVED:

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LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

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SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

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DAVID M. BERMAN, CITY ATTORNEY

## **EXHIBIT A**

### **SURPLUS PROPERTY TO BE DONATED**

One (1) 2015 Chevrolet Tahoe SUV V8

Vehicle Identification Number 1GNLC2EC2FR603255

Mileage: 136,043

Color: black and white

Emergency lighting, siren, lighting control panel, in-car camera (does not conform to current system), radar unit, prisoner partition (front & Rear), prisoner seat, center console, equipment vault, long-gun rack and push bumper are included as a part of the Surplus Property.

**NOT INCLUDED:** All Seagoville Police Department graphics, two-way mobile radio and computer have been removed and are not included as a part of the Surplus Property.



TO: Mayor and City Council  
FROM: Ray Calverley, Police Chief  
DATE: July 15, 2024  
ITEM: 16  
DESCRIPTION: Consider a Resolution Declaring Certain City Property Surplus and Authorizing the City Manager to Sell, Trade, or Dispose of the Property in Accordance with the Processes Established in the Code of Ordinances.

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### **INTRODUCTION**

The City of Scurry, Texas is in the infancy of starting their own law enforcement agency. The City of Seagoville has been approached by the City of Scurry Chief of Police, Chief Gary Perkins asking if we, the City of Seagoville Police Department have any surplus property that might be potentially useful in their endeavor. Staff has determined the property described in this proposal as either outdated equipment no longer feasible to maintain due to years of use or maintenance cost, other equipment that is antiquated regarding technology support or simply does not conform to our current systems.

### **BACKGROUND**

City staff have identified (4) dual band EF Johnson portable radios with chargers and (4) Watch-Guard Vista body worn cameras fully described in exhibit - B that have serviced this city well, however due to age, software support or system upgrades we feel that it is in the best interest of the city to deem these items as surplus as it no longer remits a viable asset to the city based on the aforementioned issues.

City Ordinance requires that Council declare these item(s) as surplus property before the City Manager may dispose, sell, or trade these item(s) in accordance with established city ordinance guidelines.

Staff proposes to donate the equipment items listed and fully described in EXHIBIT – B through an Interlocal Cooperative Agreement to the City of Scurry Police Department, who will take physical possession of this equipment on an as it basis.

### **FINANCIAL IMPACT**

No financial impact

### **RECOMMENDATION**

The Police Department recommends approval.

### **ATTACHMENTS**

1. Resolution
2. Exhibit - B

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

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, DECLARING CERTAIN CITY PROPERTY SURPLUS AND AUTHORIZING THE CITY MANAGER TO SELL, TRADE AND/OR DISPOSE OF IT IN ACCORDANCE WITH THE PROCESS ESTABLISHED IN THE CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council recognizes that in the normal course of providing municipal services, the various Departments will exhaust the useful life of its capital equipment, and other property that does not meet the capital equipment threshold, to the point where it is no longer cost effective to maintain and operate; and

**WHEREAS**, the above categories of property and equipment do not contribute to providing municipal services and need to be removed from City inventories and storage; and

**WHEREAS**, the City Council, according to the Code of Ordinances, declares the property more specifically described as (4) Dual Band EF Johnson portable radios, and (4) Watch-Guard Vista Body Worn Cameras as surplus property; and

**WHEREAS**, the City Secretary shall maintain inventory records of each item of surplus property sold or disposed of and the sale price of or destination of each item; and

**WHEREAS**, the City Council has determined that declaring this property as surplus is in the best interest of the City of Seagoville; and

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

**SECTION 1.** The City Council declares the property specifically described as (4) Dual Band EF Johnson portable radios, and (4) Watch-Guard Vista Body Worn Cameras as surplus property and authorizes the City Manager to sell, trade and/or dispose of the property according to law.

**SECTION 2.** All resolutions of the City of Seagoville heretofore adopted which are 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 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 ORDERED** by the City Council of the City of Seagoville, Texas, this the 15<sup>th</sup> Day of July, 2024

APPROVED:

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LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

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SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

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DAVID M. BERMAN, CITY ATTORNEY

## **EXHIBIT - B**

### **ADDITIONAL SURPLUS PROPERTY TO BE DONATED**

(4) EF Johnson portable radios, these radios do not conform to our current 700/800 MHz radio system. Below is a complete description of these radios:

Make	Model	Serial Number
EF Johnson	VP-900	513061611030038
EF Johnson	VP – 900	51301611030051
EF Johnson	VP – 900	513061607430144
EF Johnson	VP – 900	513061607430171

(4) Watch-Guard Vista body cameras, this hardware is outdated and no longer conforms to our current Watch-Guard BWC and in-car system. Below is a complete description of this equipment:

Make	Model	Serial Number
Watch Guard	Vista	VHC2 - 002690
Watch Guard	Vista	VHC2 - 043329
Watch Guard	Vista	VHC2 - 007016
Watch Guard	Vista	VHC2 - 043241



TO: Mayor and City Council  
FROM: Cindy D Brown, Assistant City Manager  
DATE: July 15, 2024  
ITEM: 17  
DESCRIPTION: Receive a presentation and discuss the Comprehensive Salary Adjustment Plan for all positions.

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**INTRODUCTION**

Staff will present for Council’s review and consideration the proposed updated Public Safety Step Program and proposed updated General Salary Schedule for FY 2024-25.

**BACKGROUND**

In our efforts to remain competitive, attract qualified employees, and maintain quality employees, staff has conducted a salary study for all City positions. We have obtained information from various cities, focusing primarily on the Cities of Balch Springs, Wilmer, Hutchins, Forney and Terrell. Upon review of the information provided to us from those cities, we found that the City of Seagoville is behind in our current salary ranges and needed to create a comprehensive salary adjustment plan. Therefore, we are proposing an updated Public Safety Step Program as well as an updated General Salary Schedule for FY 2024-25 that provides for salary adjustments for all positions within the City.

**FINANCIAL IMPACT**

We are in the process of calculating.