



City of Seagoville

Meeting Agenda

City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, September 9, 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. A quorum of the City Council will be present at City Hall. 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. Presentation of Master Fee Schedule updates.**
- 3. Presentation of dedication plaque options and receive feedback.**
- 4. Introduction of city staff and designated role.**
- 5. Discuss Regular Session agenda items.**
- 6. Adjourn**

REGULAR SESSION – 7:00 PM

- 7. Call to Order**
- 8. Invocation**
- 9. Pledge of Allegiance**
- 10. Mayor's Report**

11. 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

- 12. Consider approving the City Council meeting minutes: August 19, 2024.**
- 13. Consider a Resolution to continue to participate in Inter-Jurisdictional Emergency Management Program with Dallas County Homeland Security & Emergency Management, the County of Dallas and other participating Dallas County Fire Departments.**
- 14. Consider a Resolution approving and authorizing the City Manager to execute a project specific agreement regarding striping various Type B public roadways, made pursuant to the Master Interlocal Agreement for road and bridge maintenance and repair between the City of Seagoville and Dallas County in an amount not to exceed six thousand five hundred thirty-one dollars and fifty cents (\$6,531.50).**
- 15. Consider approving the Financial Policy for Fiscal Year 2024-2025.**
- 16. Consider approving the Investment Policy for Fiscal Year 2024-2025.**

Public Hearing

- 17. Conduct a public hearing to receive citizen input on the proposed FY 2024-2025 budget for all City funds. This budget will raise more property taxes than last year's budget by \$810,146 or 8.45%, and of that amount, \$367,043 is tax revenue to be raised from new property added to the tax roll this year.**
- 18. Conduct a public hearing to receive citizen input on the proposed FY 2024-2025 hotel/motel tax budget.**
- 19. Conduct a public hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and map by granting a change in the zoning from R-2 Single-Family Dwelling District (R-2) to Planned Development with a base zoning of Local Retail (2024-04PD) for approximately 2.36 acres commonly known as 100 Crestview Lane, providing for development regulations; providing for the approval of a concept plan; and providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.**
- 20. Conduct a public hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and map by granting a change in the zoning from "LR" Local Retail to "LR-SUP" Local Retail with a Special Use Permit to allow for event center use, subject to special conditions, on approximately 3.736 acres being commonly known as 199 North Frontage Road; providing and approving a site plan and elevations; and providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.**

Regular Agenda

- 21. Discuss and consider approval of three (3) Hotel Occupancy Tax Grant Agreements with Seagoville Chamber of Commerce for Mayfest (\$12,500.00); Seagofest (\$12,500.00); and 4th of July Celebration (\$6,000.00) totaling thirty-one thousand dollars (\$31,000.00) for the fiscal year October 1, 2024 through September 30, 2025; and authorizing the City Manager to sign all necessary documents.**
- 22. Discuss and consider a Resolution adopting the Master Fee Schedule; and providing an effective date of October 1, 2024.**
- 23. Discuss and consider an Ordinance amending the Code of Ordinances by amending Chapter 19 “Utilities”, Article 19.03 “Water and Sewers”, Division 2 “Rates and Charges” by amending Section 19.03.061 “Water Rates” and Section 19.03.062 “Sewer Rates”; and providing an effective date of October 1, 2024.**
- 24. Discuss and consider a Resolution approving the adopted budget for the Seagoville Economic Development Corporation for the Fiscal Year October 1, 2024, through September 30, 2025.**
- 25. Discuss and consider an Ordinance adopting the budget for fiscal year beginning October 1, 2024 through September 30, 2025.**
- 26. Discuss and consider a Resolution ratifying the property tax increase reflected in the City’s adopted Fiscal year 2024-2025 budget, which is a budget that will require raising more revenue from property taxes than in the previous year; and providing an effective date.**
- 27. Discuss and consider an Ordinance regarding the City of Seagoville’s municipal retirement system benefits (1) adopting non-retroactive repeating COLAS, for retirees and their beneficiaries under TMRS Act §853.404(f) and (f-1); (2) authorizing annually accruing updated service credits and transfer updated service credits; and (3) authorizing actuarially determined City contribution rate payments.**
- 28. Discuss and consider A Resolution approving a service agreement by and between Lonestar Consulting and the City of Seagoville for the purpose of consulting services related to securing Infrastructure Act funding for various projects; and authorizing the City Manager to sign.**
- 29. Discuss and consider a Resolution appointing Assessments of the Southwest, Inc. as special assessment collector for the year 2025; approving an agreement for special assessment collector services with Assessments of the Southwest, Inc. regarding the Santorini Public Improvement District; authorizing the City Manager to execute said agreement.**
- 30. Discuss and consider voting for a candidate for each Place (Places 11 – 14) on the Board of Trustees to the Texas Municipal League Intergovernmental Risk Pool (TMLIRP); and authorizing the Mayor to sign and complete the ballot.**

31. FIRST READING: Discuss and consider an Ordinance granting to Atmos Energy Corporation, a Texas and Virginia Corporation, its successors and assigns, a franchise to construct, maintain, and operate pipelines and equipment in the City of Seagoville, Dallas County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; providing for the payment of a fee or charge for the use of the public rights-of-way; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; and repealing all previous gas franchise ordinances.

32. 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:

33. Texas Govt. Code Section 551.071 Consult with Attorney, to seek legal advice related to:

- A. The North Texas Municipal Water District.**
- B. The support of legislation addressing the negative impact of institutional investors on the single-family housing market in Texas.**

REGULAR SESSION

34. Take any necessary action as a result of Executive Session.

35. Discuss and consider a Resolution supporting legislation addressing the negative impact of institutional investors on the single-family housing market in Texas.

36. Discuss future agenda items.

37. 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 5th day of September 2024, by 5 p.m.

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. (TDD access 1-800-RELAY-TX)

UPCOMING DATES:

- Monday, September 16, 2024, Regular City Council Meeting
- Monday, October 7, 2024, Regular City Council Meeting



TO: Mayor and City Council
FROM: Bill Medina, Community Dev. Director
Kailey Lampkin Building Official
DATE: September 9, 2024
ITEM: 2
DESCRIPTION: Presentation of Master Fee Schedule updates.

INTRODUCTION

This agenda item is to present and discuss the adoption of updated plan review fees.

BACKGROUND

Before 2016 Seagoville did not have a plan review fee. The fee schedule was changed effective January 1, 2016 to reflect a \$50 plan review fee for residential and commercial plan review. The current plan review process for commercial and multifamily projects can significantly impact our department's efficiency. It often requires substantial staff time and resources. Plan sets can vary significantly in size, ranging from as few as 20 pages to over 300 pages. While researching comparisons with other municipalities' master fee schedules, we found that many of them charge a percentage of the building permit fee as their plan review fee. Staff is seeking to amend the plan review fee to an amount equivalent to 40% of the building permit fee.

FINANCIAL IMPACT

N/A

ATTACHMENTS

1. Presentation



1

INFORMATION

- Before 2016 Seagoville did not have a plan review fee. The fee schedule was changed effective January 1, 2016 to reflect a \$50 plan review fee for residential and commercial plan review.
- The current plan review process for commercial and multifamily projects can significantly impact our department's efficiency. It often requires substantial staff time and resources. Plan sets can vary significantly in size, ranging from as few as 20 pages to over 300 pages.
- While researching comparisons with other municipalities' master fee schedules, we found that many of them charge a percentage of the building permit fee as their plan review fee.

2

Fee Schedule Comparison

3

City Comparison Chart (Commercial)

CITY	BUILDING PERMIT FEE (Based on)	PLAN REVIEW FEE	ADMIN FEE
Seagoville	Valuation Table	\$50	\$25
Kaufman	Sq ft/Construction type (Plus MEP \$100+cost per sq ft)	80% of permit fee	
Wilmer	Cost per sq ft	40% of permit fee	25% (if review done by 3 rd party)
Hutchins	Valuation Table	65% of permit fee (Paid at time of submittal)	
Crandall	Valuation Table	65% of permit fee (Paid at time of submittal)	
Duncanville	Cost per sq ft	50% of permit fee	
Arlington	Valuation Table	35% of permit fee (Paid at time of submittal)(nonrefundable)	
Grand Prairie	Cost per sq ft	45% of permit fee	\$50
Grapevine	Valuation Table	65% of permit fee	
Flower Mound	Cost per sq ft	65% of permit fee (Paid at time of submittal)(nonrefundable)	

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City Comparison Chart (Multifamily)

CITY	BUILDING PERMIT FEE (Based on)	PLAN REVIEW FEE	ADMIN FEE
Seagoville	Valuation Table	\$50	\$25
Kaufman	Sq ft/Construction type (Plus MEP \$100+cost per sq ft)	80% of permit fee	
Wilmer	Valuation Table per sq ft	40% of permit fee	25% (if review done by 3 rd party)
Hutchins	Valuation Table	65% of permit fee (Paid at time of submittal)	
Crandall (Does not specify MF)	Valuation Table	65% of permit fee (Paid at time of submittal)	
Duncanville (Does not specify MF)	Cost per sq ft	50% of permit fee	
Arlington	Valuation Table	35% of permit fee (Paid at time of submittal)(nonrefundable)	
Grand Prairie	Cost per unit	45% of permit fee	\$50
Grapevine	Cost per sq ft	65% of permit fee	
Flower Mound	Cost per unit	65% of permit fee (Paid at time of submittal)(nonrefundable)	

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Example Permit/Review Fee Comparison

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Cost comparison example (Chick-Fil-A)

CITY	PERMIT FEE	PLAN REVIEW/ADMIN	TOTAL COST
Seagoville	\$6,238.75	\$50.00/\$25.00	\$6,313.75
Kaufman	\$8,499.00	\$6,799.20	\$15,298.20
Wilmer	\$2,453.08	\$981.23	\$3,434.12
Hutchins	\$7,176.55	\$4,664.75	\$11,841.30
Crandall	\$6,238.75	\$4,055.18	\$10,293.93
Duncanville	\$13,881.70	\$6,940.85	\$20,822.55
Arlington	\$5,840.86	\$2,044.30	\$7,885.16
Grand Prairie	\$1,586.48	\$713.91	\$2,300.39
Grapevine	\$8,500.00	\$5,525.00	\$14,025.00
Flower Mound	\$1,066.60	\$825.00	\$1,891.60

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Cost comparison example (La Michoacana)

CITY	PERMIT FEE	PLAN REVIEW/ADMIN	TOTAL COST
Seagoville	\$8,758.75	\$50.00/\$25.00	\$8,833.75
Kaufman	\$5,100.00	\$4,080.00	\$9,180.00
Wilmer	\$5,880.00	\$2,352.00	\$8,232.00
Hutchins	\$10,096.55	\$6,562.75	\$16,659.30
Crandall	\$8,758.75	\$5,693.18	\$14,451.93
Duncanville	\$35,250.00	\$17,625.00	\$52,875.00
Arlington	\$8,152.86	\$2,853.50	\$11,006.36
Grand Prairie	\$5,100.00	\$2,295.00	\$7,395.00
Grapevine	\$12,500.00	\$8,125.00	\$20,625.00
Flower Mound	\$2,000.00	\$1,300.00	\$3,300.00

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Cost comparison example (KRR)(Multifamily)

CITY	PERMIT FEE	PLAN REVIEW/ADMIN	TOTAL COST
Seagoville	\$84,655.17	\$50.00/\$25.00	\$84,730.17
Kaufman	\$122,360.40	\$97,888.32	\$220,248.72
Wilmer	\$86,078.22	\$34,431.28	\$120,509.50
Hutchins	\$120,436.96	\$75,284.02	\$198,720.98
Crandall	\$103,984.03	\$67,589.61	\$171,573.64
Duncanville	\$718,867.35	\$359,433.67	\$1,078,301.00
Arlington	\$95,518.28	\$33,431.39	\$128,949.67
Grand Prairie	\$63,750.00	\$28,687.50/\$50.00	\$92,487.50
Grapevine	\$91,770.30	\$59,650.69	\$151,420.99
Flower Mound	\$127,500.00	\$82,875.00	\$210,375.00

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- Based on the foregoing, staff seeks to amend the plan review fee to an amount equivalent to 40% of the building permit fee.
- Staff also seeks to make this fee required at time of application and non-refundable.

10

Questions?



TO: Mayor and City Council
FROM: Ray Calverley, Police Chief
DATE: September 9, 2024
ITEM: 3
DESCRIPTION: Presentation of dedication plaque options and receive feedback.

INTRODUCTION

It is anticipated that the new police department building will be completed within the (90) or so days, give or take any weather delays over the next couple months. With any new City facility, we have traditionally included a bronze or similar (Dedication Plaque) that memorializes significant aspects regarding the facilities.

BACKGROUND

To recognize and show our appreciation to all who had, and have had a part in this accomplishment, we have come up with the design concepts that you see before you. The only significant difference is one has the (Seagoville Rising Star) logo along with the new Seagoville Police Department badge, the other only has the new department badge.

FINANCIAL IMPACT

N/A

RECOMMENDATION

The Police Department recommends selection of one of the design concepts.

ATTACHMENTS

1. Plaque Option 1
2. Plaque Option 2



LAW ENFORCEMENT CENTER

DEDICATED NOVEMBER 2024



City Elected Officials, City Management and City Finance all worked together to bring this goal to a realization. The construction for this facility was approved on February 28th of 2022 and is dedicated to the men and women who will occupy it. This building and the collaborative teamwork that made this possible is a testimonial to the overwhelming support of this community has for its public safety.

APPROVED BY

DENNIS K. CHILDRESS, MAYOR
RICK HOWARD, COUNCILMEMBER PLACE 1
JOSE HERNANDEZ, COUNCILMEMBER PLACE 2
HAROLD MAGILL, COUNCILMEMBER PLACE 3
MIKE FRUIN, COUNCILMEMBER PLACE 4 - MAYOR PRO TEM
JON EPPS, COUNCILMEMEBER PLACE 5

PRESENTED BY

LACKEY STEPPER SEBASTIAN, MAYOR
RICK HOWARD, COUNCILMEMBER PLACE 1
JOSE HERNANDEZ, COUNCILMEMBER PLACE 2
HAROLD MAGILL, COUNCILMEMBER PLACE 3
ALLEN GRIMES, COUNCILMEMBER PLACE 4
JON EPPS, COUNCILMEMBER PLACE 5 - MAYOR PRO TEM

Patrick Stallings, City Manager

Cindy Brown, Assistant City Manager

Gail French, Finance Director

Raymond Calverley, Chief of Police

Stephen Davis, Assistant Chief of Police, Operations

Christine Wirth, Assistant Chief of Police, Support Services

Architectural: Derek Downs, Downs Design Solutions, LLC

Construction: Grossman Design Build



LAW ENFORCEMENT CENTER

DEDICATED NOVEMBER 2024

City Elected Officials, City Management and City Finance all worked together to bring this goal to a realization. The construction for this facility was approved on February 28th of 2022 and is dedicated to the men and women who will occupy it. This building and the collaborative teamwork that made this possible is a testimonial to the overwhelming support of this community has for its public safety.

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RICK HOWARD, COUNCILMEMBER PLACE 1

JOSE HERNANDEZ, COUNCILMEMBER PLACE 2

HAROLD MAGILL, COUNCILMEMBER PLACE 3

MIKE FRUIN, COUNCILMEMBER PLACE 4 - MAYOR PRO TEM

JON EPPS, COUNCILMEMEBER PLACE 5

PRESENTED BY

LACKEY STEPPER SEBASTIAN, MAYOR

RICK HOWARD, COUNCILMEMBER PLACE 1

JOSE HERNANDEZ, COUNCILMEMBER PLACE 2

HAROLD MAGILL, COUNCILMEMBER PLACE 3

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JON EPPS, COUNCILMEMBER PLACE 5 - MAYOR PRO TEM

Patrick Stallings, City Manager

Cindy Brown, Assistant City Manager

Gail French, Finance Director

Raymond Calverley, Chief of Police

Stephen Davis, Assistant Chief of Police, Operations

Christine Wirth, Assistant Chief of Police, Support Services

Architectural: Derek Downs, Downs Design Solutions, LLC

Construction: Grossman Design Build



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: September 9, 2024
ITEM: 4
DESCRIPTION: Introduction of city staff and designated role.

INTRODUCTION

Jeremy Wheat has been promoted to Parks and Street Superintendent.

BACKGROUND

Jeremy Wheat joined the City of Seagoville in 2022 in Meter Services, where he consistently demonstrated exceptional performance and a commitment to excellence. During that time, he attained his Class C Water Operator License.

The Street and Park Superintendent performs complex supervisory, administrative, and professional work in planning, organizing, directing, and supervising the street and park department, including street, park, events and other public works projects and programs.



TO: Mayor and City Council
FROM: Sara Egan, City Secretary
DATE: September 9, 2024
ITEM: 12
DESCRIPTION: Consider approving the City Council meeting minutes: August 19, 2024.

RECOMMENDATION

Recommend approval of the meeting minutes.

ATTACHMENTS

1. August 19, 2024 Minutes



City of Seagoville

Meeting Minutes

City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, August 19, 2024

6:30 PM

Council Chambers

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

Also present were City Manager Patrick Stallings, Asst. City Attorney Autumn Keefer, and City Secretary Sara Egan.

The City Council of the City of Seagoville met in a Regular Called Meeting on Monday, August 19, 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 a presentation regarding the MS4 Phase II Permit.

Ms. Gabriella Martinez with Halff Associates provided a presentation.

3. Receive a presentation regarding Fiscal Year 2025 funding for community events from the City's hotel/motel tax from the Chamber of Commerce.

Director of Finance provided an overview of the 3 requests and introduced Ms. Ritha Edwards from the Chamber of Commerce.

Ms. Edwards stated visitor request forms have been implemented to collect information about visitors and their reasons for attending an event or visiting Seagoville.

4. Receive an update on parking improvements for Bearden Park.

Director of Economic Development Kirk McDaniel provided an update regarding the Request for Proposal.

5. Discuss Regular Session agenda items.

There were no questions on Regular Session agenda items.

6. Adjourn

Mayor Sebastian adjourned the Work Session at 6:38 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. Present the Payroll Week Proclamation

PayrollOrg Dallas Chapter was not present to accept.

11. Mayor's Report

- Dallas County has already laid down fresh asphalt on Glenn Rd and Altom Ln.
- TXDOT has repaired the East Malloy exit ramp light.
- City offices, library, and senior center will be closed for Labor Day, September 2nd.

12. Citizen's Comments

- 1) Sandra Waggoner, Seagoville, TX, spoke regarding streetlights near the Alto and Wooley area. Ms. Waggoner also mentioned receiving assistance from staff member Chris Ryan on submitting the request to Oncor.

Consent Agenda

Councilmember Magill made a motion to approve Consent Agenda items 13-18, seconded by Councilmember Grimes. The motion passed unanimously (5/0).

13. Consider approving the City Council meeting minutes: August 5, 2024.

14. Consider a Resolution approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp., Mid-Tex Division; and authorizing the City Manager to execute related documents.

Resolution No. 2024-64

15. Consider a Resolution approving an interlocal agreement with the North Central Texas Emergency Communications District for communications infrastructure use at 600 N. U.S. Hwy 175 in the City; and authorizing the City Manager to execute the agreement.

Resolution No. 2024-65

16. Consider a Resolution approving an interlocal agreement with the North Central Texas Emergency Communications District for communications infrastructure use at 203 N. Peck Street in the City; and authorizing the City Manager to execute the agreement.

Resolution No. 2024-66

17. Consider a Resolution approving an agreement for professional engineering services on a task order basis with Halff Associates, Inc. for assistance with the City's Storm Water Management Plan Permit as set forth in Exhibit "A" and task order authorization Attachment "A", in an amount not to exceed sixty-five thousand dollars and zero cents (\$65,000.00); authorizing the City Manager to execute said agreement.

Resolution No. 2024-67

18. Consider a Resolution authorizing the Purchase of Water Meters from Aqua Metric Sales Company In an amount not to exceed, one hundred one thousand nine hundred twenty-seven dollars (\$101,927.00); authorizing the City Manager to execute any documents necessary for the purchase.

Resolution No. 2024-68

Regular Agenda

19. Receive a presentation of the calculated No-New Revenue (NNR), Voter Approved (VA), and de minimus tax rates and the proposed budget for the City of Seagoville Fiscal Year 2025.

Ms. French provided a presentation on the certified tax roll, the tax rate calculations, an overview of the general fund budget, the water and sewer budget, and all other funds. She also announced the public hearing for the proposed budget to be held on September 9th and the tax rate public hearing to be held on September 16th.

Councilmember Hernandez confirmed 1 million has been set aside for street maintenance.

City Manager Pat Stallings reiterated the salary adjustments are in based on research of comparable cities salary ranges. The proposed adjustments are in line with the employment market for each position.

20. Discuss and consider a Resolution accepting the 2024 Certified Tax Roll of Dallas Central Appraisal District and Kaufman County Appraisal District.

Councilmember Hernandez made a motion to approve item 20 seconded by Councilmember Magill. The motion passed by a unanimous vote (5/0).

Resolution No. 2024-69

21. Discuss and consider a Resolution accepting the proposed property tax rate for Fiscal Year 2024-2025; and providing for the publication as provided by the Texas Property Code.

Councilmember Hernandez made a motion to approve item 21 seconded by Councilmember Grimes. The motion passed by a unanimous vote (5/0).

Resolution No. 2024-70

22. Discuss and consider a Resolution approving a Professional Services Agreement with Azavar Audit Solutions, Inc.; authorizing the City Manager to execute the agreement and any other related and necessary documents.

Mayor Pro Tem Epps made a motion to approve item 22 seconded by Councilmember Grimes. The motion passed by a unanimous vote (5/0).

Resolution No. 2024-71

23. Discuss and consider an Ordinance amending Chapter 19 of the Code of Ordinances By Repealing Article 19.07 in its entirety and replacing it with a new Article 19.07, "Water Conservation Plan And Drought Contingency Plan"; providing for the adoption of a Water Conservation and Drought Contingency Plan; providing for a penalty of fine not to exceed the sum of two hundred dollars (\$200.00) for each offense; providing for the disconnection of water service for noncompliance with the provisions of the drought contingency plan; and providing an effective date.

Director of Public Works briefed City Council on the updates to the plans.

Mayor Pro Tem Epps made a motion to approve item 23 seconded by Councilmember Hernandez. The motion passed by a unanimous vote (5/0).

Ordinance No. 2024-15

24. Discuss and consider a Resolution accepting and approving the Third Amendment to the Stonehaven Development Agreement between the City and Meritage Homes of Texas, LLC; and authorizing the City Manager to execute the same.

Director of Community Development Bill Medina briefed City Council on the amendments which include reimbursement amount of available grant funding based on construction cost increases and to not fence the detention pond to better serve as an amenity for the community. Other screening such as the masonry wall will continue to be required.

Councilmember Hernandez made a motion to approve item 24 seconded by Councilmember Magill. The motion passed by a unanimous vote (5/0).

Resolution No. 2024-72

25. Discuss and consider a Resolution accepting the Preliminary Service and Assessment Plan for Improvement Area #2 Projects within the Stonehaven Public Improvement District; setting a date for public hearing on the proposed levy of assessments; authorizing the publication and mailing of notice; and enacting other provisions relating thereto.

Mr. Kirk McDaniel briefed the City Council and explained a public hearing would be held September 16th.

Councilmember Hernandez made a motion to approve item 24 seconded by Councilmember Magill. The motion passed by a unanimous vote (5/0).

Resolution No. 2024-73

26. Items of community interest and councilmember reports.

There were no reports.

Mayor Sebastian recessed the Regular Session at 7:30 p.m. to convene into Executive Session.

EXECUTIVE SESSION

The City Council convened into closed Executive Session pursuant to:

27. Texas Govt. Code Section 551.071 Consult with Attorney, to seek legal advice related to:

A. The North Texas Municipal Water District.

B. Supporting a statutory amendment to Texas Local Government Code Chapter 394 regarding Housing Finance Corporations.

Mayor Sebastian adjourned the Executive Session at 7:58 p.m.

REGULAR SESSION

Mayor Sebastian reconvened the Regular Session at 7:59 p.m.

28. Take any necessary action as a result of Executive Session.

There was no action taken.

29. Discuss and consider a Resolution supporting a statutory amendment to Texas Local Government Code Chapter 394 regarding Housing Finance Corporations in municipalities and counties.

Councilmember Hernandez made a motion to approve item 24 seconded by Councilmember Magill. The motion passed by a unanimous vote (5/0).

Resolution No. 2024-74

30. Discuss future agenda items.

There were no future agenda items.

31. Adjourn

There being no further business before the City Council, the meeting adjourned at 8:00 p.m.

APPROVED:

ATTEST:

Lackey Stepper Sebastian, Mayor

Sara Egan, City Secretary



TO: Mayor and City Council
FROM: Todd Gilcrease, Fire Chief
DATE: September 9, 2024
ITEM: 13
DESCRIPTION: Consider a Resolution to continue to participate in Inter-Jurisdictional Emergency Management Program with Dallas County Homeland Security & Emergency Management, the County of Dallas and other participating Dallas County Fire Departments.

INTRODUCTION

The purpose of this item is to continue to participate in the Dallas County Emergency Management Plan.

BACKGROUND

This Inter-Jurisdictional Emergency Management Program is comprised of Dallas County Office of Homeland Security & Emergency Management Base Plan 2024 along with the cities of Addison, Balch Springs, Cockrell Hill, Highland Park, Hutchins, Seagoville, Sunnyvale, University Park, and Wilmer.

FINANCIAL IMPACT

N/A

ATTACHMENTS

1. Resolution
2. DCEM Base Plan 2024
3. DCEM Letter and Profile

A RESOLUTION OF THE CITY OF SEGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEGOVILLE, TEXAS, APPROVING THE CITY'S CONTINUED PARTICIPATION IN AN INTER-JURISDICTIONAL EMERGENCY MANAGEMENT PROGRAM WITH DALLAS COUNTY HOMELAND SECURITY & EMERGENCY MANAGEMENT, THE COUNTY OF DALLAS, AND OTHER PARTICIPATING DALLAS COUNTY FIRE DEPARTMENTS; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Dallas County have established similar programs of comprehensive emergency management which include the mitigation, preparedness, response and recovery phases of emergency management; and

WHEREAS, the City and County find that vulnerability to many hazards is shared by residents of Seagoville and Dallas County; and

WHEREAS, the City and County further find that the common goal of emergency management can best be achieved through an organization which shares the combined resources of the City and the County; and

WHEREAS, in that regard, the Seagoville Emergency Management Coordinator and other local emergency management agencies have tentatively approved the Dallas County Office of Homeland Security & Emergency Management County Emergency Management Base Plan 2024 Edition;

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

SECTION 1. The City of Seagoville's continued participation in the Inter-Jurisdictional Emergency Management Program, in accordance with the "Dallas County Office of Homeland Security & Emergency Management County Emergency Management Base Plan 2024 Edition", attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby approved and the Mayor is hereby authorized to sign on behalf of the City of Seagoville all documents necessary to effectuate said participation.

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.

APPROVED AND PASSED by the City Council of the City of Seagoville, Texas, this the 9th day of September 2024.

APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

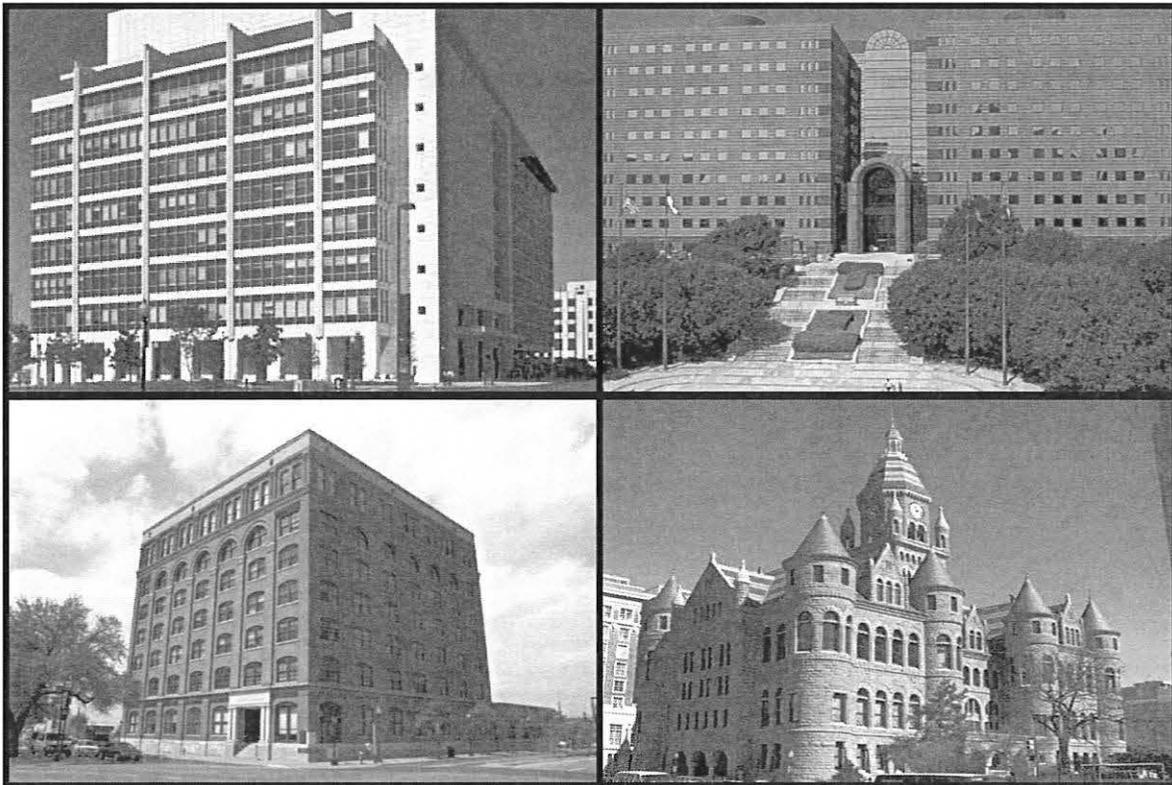
SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

AUTUMN KEEFER, ASST. CITY ATTORNEY
4879-4815-9711, v. 1



Dallas County Office of Homeland Security & Emergency Management County Emergency Management Base Plan 2024 Edition



FOR OFFICIAL USE ONLY-SECURITY SENSITIVE INFORMATION

This entire document or parts therein may be exempt from Public Information Act requests
Texas Government Code §§ 418.176 and 418.177



Prepared by:

Dallas County Office of Homeland Security and Emergency Management (HSEM).

The 2024 Dallas County Emergency Management Base Plan is a viable document, which should be reviewed and updated periodically.

Comments, suggestions, corrections and additions are encouraged from all interested parties.

Please send review comments to:
Chief of Emergency Services/Emergency Management Coordinator
Dallas County Office of Homeland Security and Emergency Management
2121 Panoramic Circle, Suite 240
Dallas, TX 75212

Approval and Implementation

This Emergency Management Plan is considered approved when signed by the jurisdiction's authorized representatives.

The Dallas County Emergency Management Plan

This Emergency Management Plan is hereby approved. This plan is effective immediately **and** precedes all previous editions. The Dallas County Emergency Management Plan has been approved as an Advanced level plan by the Texas.

Dep to me gency Management.



Dallas County Judge

01

08/05/2024

Date

Dallas County Office of Homeland Security
and Emergency Management Chief

Date

Participating municipalities include: The City of Balch Springs; City of Cockrell Hill; Town of Addison; Town of Highland Park; City of Hutchins; City of Seagoville; Town of Sunnyvale; City of University Park; City of Wilmer. Signature pages for the municipalities are kept on file with the Dallas County Office of Homeland Security and Emergency Management.

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EMERGENCY SUPPORT FUNCTIONS (ESF) (distributed separately)

- ESF #1 - Transportation (Annex S)
- ESF #2 - Communications (Annex B)
- ESF #3 - Public Works and Engineering (Annex K)
- ESF #4 - Firefighting (Annex F)
- ESF #5 - Emergency Management (Annex N)
- ESF #6 - Mass Care, Emergency Assistance, Housing and Human Services (Annex C & O)
- ESF #7 - Logistics and Resource Management (Annex M)
- ESF #8 - Public Health and Medical Services (Annex H)
- ESF# 9 - Search and Rescue (Annex R)
- ESF #10 - Oil and Hazardous Materials Response (Annex D & Q)
- ESF #11 - Agriculture and Natural Resources
- ESF #12 - Energy (Annex L)
- ESF #13 - Public Safety and Security (Annex G)
- ESF #14 - Superseded in accordance with National Disaster Recovery Framework
- ESF #15 - External Affairs (Annex I)

Support Functions - Warning (Annex A)

Support Functions - Evacuation and Population Protection (Annex E)

Support Functions - Volunteer and Donations Management (Annex T)

Support Functions - Legal (Annex U)

Support Functions - Terrorist Incident Response (Annex V)

Hazard Functions - Hazard Mitigation (Annex P)

Recovery Functions - Long-Term Community Recovery (Annex J)



1. Preface

This section summarizes this document's relation to the Dallas County emergency operations plan, relevant regional plans, and to state and federal emergency management authority and guidance.

This document is a component of an emergency operations plan that is composed of a basic plan and essential, hazard, and support function annexes. It is designed to integrate vertically with local, regional, tribal and federal plans.

This document applies to Dallas County and all signatory municipalities. Whenever this base plan indicates a city/county official or office, it also refers to the corresponding municipal official or office.

The document complies with Homeland Security Presidential Directive 5 (HSPD-5) *Management of Domestic Incidents* and Presidential Directive 8 (PPD-8) *National Preparedness* and takes into account the needs of the whole community. The state and this jurisdiction operate within the principles of the National Incident Management System (NIMS) in support of the National Response Framework (NRF).

For an explanation of the acronyms and terms in this document please refer to the *State of Texas Acronyms and Terms (STAT)* book, which can be found on the Texas Department of Public Safety (DPS) website:

<http://www.tx-tert.org/documents/TDEMAcronymsTerms.pdf>

2. Overview and Purpose

This section outlines Dallas County's intentions and planning assumptions.

2.1 Purpose

This Basic Plan outlines the approach to emergency operations and is applicable to Dallas County. It provides general guidance for emergency management activities and an overview of Dallas County's methods of prevention and protection, mitigation, preparedness, response, and recovery. It provides a tool that can assist in reducing the loss of life and property and establishes the legal and organizational basis for managing emergency operations within Dallas County due to natural or manmade disasters or emergencies.

2.2 Objective/Scope

The plan provides the concept of operations and organizational roles and responsibilities for events resulting in a local emergency within Dallas County. It also describes emergency response organization and assigns responsibilities for various emergency tasks. This plan establishes authority for direction and control of emergency operations. It is intended to provide a framework for more specific functional annexes that describe in more detail who does what, when, and how. This plan applies to all local officials, departments, agencies, and partner organizations that have identified roles and responsibilities within the plan.

2.3 Audience

The primary audience for the document includes our Chief Elected Official and other elected officials including identified municipalities, the emergency management staff, department and agency heads and their senior staff members, leaders of local volunteer organizations and partners that support emergency operations and others who may participate in our prevention and protection, mitigation, preparedness, response, and recovery efforts.

2.4 Situation

Dallas County is exposed to many hazards, all of which have the potential for disrupting the community, causing casualties, and damaging or destroying public or private property. Dallas County covers 909 mi² in North Texas. There are 31 cities within Dallas County and the second-most populous county in Texas with a population over 2.6 million. There are six Interstate Highways that transect Dallas County, among numerous other US and State roadways. Dallas County is home to a regional airport at Dallas Executive Airport-RBD, a general-purpose airport at Love Field (DAL), and an international airport at Dallas/Fort Worth International Airport (DFW). The Dallas Area Rapid Transit (DART) serves as mass transit throughout most of Dallas County with light rail trains and a fleet of buses.

2.5 Threat and Hazard Identification and Risk Assessment

To fully evaluate each hazard, each hazard was ranked based on its level of potential risk to Dallas County. A common definition of risk was used for this plan in accordance with DHS's *National Infrastructure Protection Plan (NIPP)*, which defines risk as a "function of consequence, vulnerability, and threat". Six hazards were identified as having higher likelihood of affecting Dallas County. These hazards are

Flooding, **Severe Weather**, Active shooter, **Winter Weather**, **Infrastructure/Utility** Failure, CBRNE-Biological Attack, Civil Unrest/Disturbance, and Complex Coordinated Attack. Refer to Attachment 9: Threat and Hazard Identification and Risk Assessment for a more comprehensive list and breakdown of how the hazards are identified and assigned risk values.

2.6 Assumptions

Dallas County will continue to be exposed to the impact of those hazards described above, as well as lesser hazards and hazards that may develop in the future. These hazards are located in the North Central Texas Council of Governments Threat and Hazard Identification and Risk Assessment (THIRA), which includes Dallas County. These hazards are also described in the Dallas County Hazard Mitigation Plan.

It is possible for an incident to occur at any time and at any place. In many cases, dissemination of advanced warning to the public and implementation of increased readiness measures may be possible. However, some emergency situations may occur with little or no warning.

Outside assistance should be available in most emergency situations affecting Dallas County. As it takes time to summon external assistance, it is essential for Dallas County to be prepared to carry out the initial emergency response on an independent basis.

Methods to improve Dallas County's readiness to deal with emergency situations can include detailed emergency planning, training of emergency responders and other personnel, and conducting periodic emergency drills and exercises. Proper mitigation actions, such as floodplain management and fire inspections can also prevent or reduce disaster-related losses.

Based on the recommendation from the Federal Emergency Management Agency (FEMA), residents, businesses, public agencies and industry should be prepared to utilize their plans, guidelines and resources in order to provide for themselves for at least the first 72 hours after an emergency or disaster.

Local government officials recognize their responsibilities for the safety and well-being of the public and should perform their responsibilities in the implementation of this emergency management plan.

Proper implementation of this plan may reduce or prevent disaster related losses.

Local signatory municipalities will have active and written Standard Operating Guidelines in place for their own jurisdictional authority.

2.7 Plan Organization

There are five parts to the Dallas County Plan:

- **Base Plan:** Describes the county's emergency management organization and a system for coordination.
- **Emergency Support Function (ESF) Annexes:** Outline the objectives, policies, concepts of operations and responsibilities of agencies relative to unique functional activities before, during and after disaster incidents that exceed the capacities of local jurisdictions. These annexes may be augmented by other supporting plans.
- **Support Function Annexes:** Describe essential supporting aspects that are common to all incidents and serve as the primary mechanism for providing assistance at the operational level. These annexes may be augmented by other supporting plans.
- **Hazard Functions:** Describe essential supporting aspects that are common to a specific hazard and serve as the primary mechanism for providing assistance at the operational level. These annexes may be augmented by other supporting plans.
- **Recovery Functions:** Describe essential supporting aspects that are common to the recovery phase in a post-disaster setting and serve as the primary mechanism for providing assistance at the operational level. These annexes may be augmented by other supporting plans.

The Dallas County Plan is designed to align vertically with other local, regional or state plans and annexes. It also is designed to align horizontally with other Dallas County agencies' emergency management plans and incorporates their plans into this plan by references in the ESF, Support, Hazard or Recovery function(s).

3. Concept of Operations

This section outlines the concept of operations for the jurisdiction's emergency operations base plan and identifies its operational agencies.

3.1 Objectives

The objectives of the Dallas County emergency management program are to protect life safety, to provide for incident stabilization, and to provide for property/environmental conservation.

3.2 General

It is the responsibility of Dallas County officials to protect public health and safety and preserve property from the effects of hazardous events. This involves having the primary role in identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergency situations that affect the community.

It is impossible for government to do everything that is required to protect the lives and property of our population, without the participation of residents and partners. Dallas County, in coordination with local jurisdictions, should assist in carrying out these responsibilities by providing public information and instructions prior to and during emergency situations.

In part, local governments are responsible for:

- Organizing, training, and equipping local emergency responders and emergency management personnel.
- Providing appropriate emergency facilities.
- Providing suitable warning and communications systems.
- Providing emergency services.

The state and federal governments offer programs that provide some assistance with portions of these responsibilities listed above.

To achieve plan objectives, Dallas County has organized an emergency management program that is both integrated (employs the resources of government, organized volunteer groups and partners) and comprehensive (addresses prevention and protection, mitigation, preparedness, response, and recovery). This plan is one element of Dallas County's preparedness activities.

This plan is based on an all-hazard approach to emergency planning. It addresses general functions that may need to be performed during any emergency situation and is not a collection of plans for specific types of incidents. For example, Support Function - Warning (Annex A), addresses techniques that can be used to warn the public during any emergency situation, whatever the cause.

Departments and agencies tasked in this plan are expected to develop and keep current Standard Operating Guidelines (SOGs) that describe how emergency tasks may be performed. In addition, departments and agencies are charged with ensuring the training and equipment necessary for an appropriate response are in place, within their capability.

This plan is based upon the concept that the emergency functions that must be performed by many departments or agencies generally parallel some of their normal day-to-day functions. To the extent possible, the same personnel and material resources used for day-to-day activities should be employed during emergency situations. As personnel and equipment resources are limited, some routine functions that do not contribute directly to the emergency may be suspended for the duration of an emergency. The personnel, equipment, and supplies that would normally be required for those functions should be redirected to accomplish emergency tasks.

Dallas County has adopted the National Incident Management System (NIMS) in accordance with the President's Homeland Security Directive (HSPD)-5. The County's adoption of NIMS should provide a consistent approach to the effective management of situations involving natural or manmade disasters, or terrorism. The NIMS allows the County to integrate our response activities using a set of standardized organizational structures designed to improve interoperability between all levels of government, private sector, and nongovernmental organizations.

This plan, in accordance with the National Response Framework (NRF), and other supporting documents, is an integral part of the national effort to prevent, and reduce America's vulnerability to terrorism, major disasters, and other emergencies, minimize the damage and recover from attacks, major disasters, and other emergencies that occur. In the event of a catastrophic incident, as defined in HSPD-5, the County should integrate all operations with all levels of government, private sector, and nongovernmental organizations through the use of NRF coordinating structures, processes, and protocols.

3.3 Operational Guidance

The County should employ the six components of the NIMS in all operations, which should provide a standardized framework that facilitates our operations in all phases of emergency management. Attachment 7 provides further details regarding **NIMS**.

Initial Response: Dispatched emergency responders are likely to be the first on the scene of an emergency situation. They should normally take charge and remain in charge of the incident until it is resolved or others who have legal authority to do so assume responsibility. They may seek guidance and direction from local officials and seek technical assistance from state and federal agencies and industry where appropriate.

Implementation of Incident Command System (ICS):

- The first local emergency responder to arrive at the scene of an emergency situation should implement the ICS and serve as the Incident Commander (IC) until relieved by a more senior or more qualified individual. The IC should establish an incident command post (ICP) and provide an assessment of the situation to local officials, identify response resources required, and direct the on-scene response from the ICP.
- For some types of emergency situations, a specific incident scene may not exist in the initial response phase and the Emergency Operations Center (EOC) may accomplish initial response actions, such as mobilizing personnel and equipment and issuing precautionary warning to the public. As the potential threat becomes clearer and a specific impact site or sites identified, an ICP may be established, and direction and control of the response may be transitioned to the IC.

Source and Use of Resources:

- Identified municipalities should use their own resources, all of which meet the requirements for resource management in accordance with the NIMS, to respond to emergency situations, purchasing supplies and equipment if necessary, and request assistance if municipal resources are insufficient or inappropriate.
- Upon request, Dallas County should use its own resources, all of which meet the requirements for resource management in accordance with the NIMS, to respond to emergency situations, purchasing supplies and equipment if necessary, and request assistance if County resources are insufficient or inappropriate. Chapter §418.102 provides that the County should be the first channel through which a municipality requests assistance when its resources are exceeded. If additional resources are required, the County should:
 - Summon those resources available to Dallas County pursuant to Statewide Mutual Aid and inter-local agreements. Attachment 6 to this plan summarizes the inter-local agreements and identifies the officials authorized to request those resources. (In accordance with Texas Government Code §418.111)
 - Summon emergency service resources with which the County has contracts. See Attachment 6. (In accordance with Texas Government Code §418.111)
 - Request assistance from Volunteer Organizations Active in Disasters.
 - Request assistance from industry or individuals who have available resources needed to deal with the emergency situation.
- When external agencies respond to an emergency situation within Dallas County's jurisdiction, we expect them to conform to the guidance and direction provided by the Dallas County IC, which should be in accordance with the NIMS.

3.4 ICS - Incident Command System

Dallas County and signatory municipalities intend to employ ICS, an integral part of the NIMS, in managing emergencies. ICS is both a strategy and a set of organizational arrangements for directing and controlling EOC and field operations. It is designed to effectively integrate resources from different agencies into a

temporary emergency organization that can expand and contract with the magnitude of the incident and resources on hand. A summary of ICS is provided in Attachment 7.

The IC is responsible for carrying out the ICS function of command -- managing the incident. The four other major management activities that form the basis of RES are Operations, Planning, Logistics, and Finance/Administration. For small-scale incidents, the Incident Commander and one or two individuals may perform all of these functions. For larger incidents, a number of individuals from different departments or agencies may be assigned to separate staff sections charged with those functions to ensure an appropriate span of control for each section.

An IC using response resources from one or two departments or agencies can handle the majority of emergency situations. Departments or agencies participating in this type of incident response should normally obtain support through their own department or agency.

In emergency situations where other jurisdictions or the state or federal government are providing significant response resources or technical assistance, it is generally desirable to transition from the normal RES structure to a Unified or Area Command structure. This arrangement helps to ensure that all participating agencies are involved in developing objectives and strategies to deal with the emergency. Attachment 7 provides additional information on Unified and Area Command.

3.5 ICS - Emergency Operations Center (EOC) Interface

For major emergencies and disasters, the Emergency Operations Center (EOC) may be activated. When the EOC is activated, it is essential to establish a division of responsibilities between the incident command post and the EOC. A general division of responsibilities is outlined below. It is essential that a precise division of responsibilities be determined for specific emergency operations.

- The IC is generally responsible for field operations, including:
 - Isolating the scene.
 - Directing and controlling the on-scene response to the emergency situation and managing the emergency resources committed there.
 - Warning the population in the area of the incident and providing emergency instructions to them.
 - Determining and implementing protective measures (evacuation or in-place sheltering) for the population in the immediate area of the incident and for emergency responders at the scene.
 - Implementing traffic control arrangements in and around the incident scene.
 - Requesting additional resources from the EOC.

- The EOC Manager is generally responsible for:
 - Providing resource support for the incident command operations.
 - Issuing community-wide warning.
 - Issuing instructions and providing information to the general public.

- Organizing and implementing large-scale evacuation.
- Organizing and implementing shelter and mass arrangements for evacuees.
- Requesting assistance from the State and other external sources.

In some large-scale emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated scenes. In such situations, more than one incident command operation may be established. If this situation occurs, a transition to an Area Command or a Unified Area Command is desirable, and the allocation of resources to specific field operations should be coordinated through the EOC.

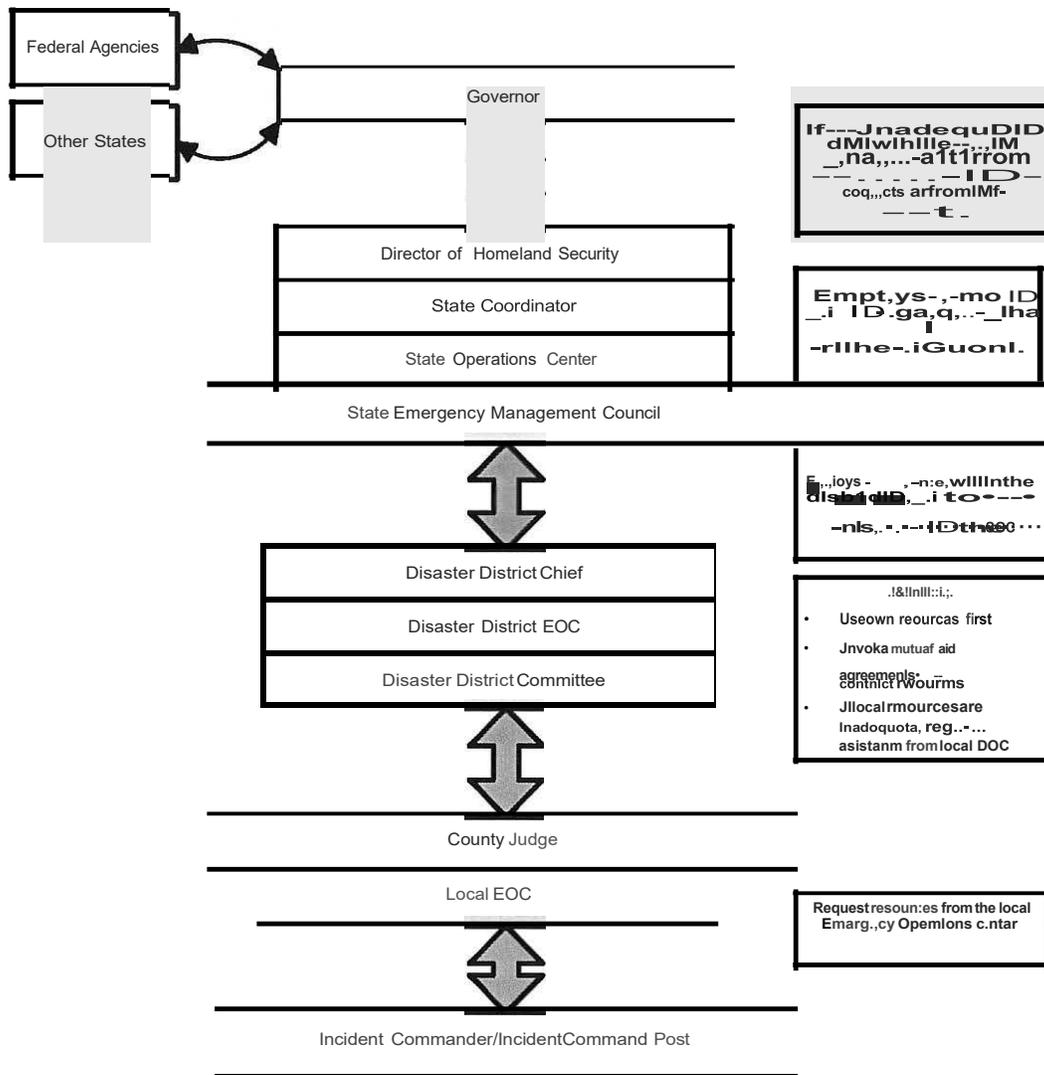
3.6 State, Federal & Other Assistance

State & Federal Assistance

- Signatory municipalities must request assistance from Dallas County before requesting from the state (Rule §7.23).
- A local government is expected to use its own resources and the resources available to it through mutual aid agreements before requesting assistance from the state (Rule §7.23).
- When an emergency situation exceeds Dallas County's capability to respond or recover, the County may seek supplemental assistance, to include assistance in obtaining information needed to respond to an emergency situation, from local region resources, including mutual aid resources, equipment purchases or leases, or resources covered by emergency service contracts.
- When an emergency situation exceeds regional capability to respond or recover, Dallas County may seek supplemental assistance, to include assistance in obtaining information needed to respond to an emergency situation, from the State. State emergency assistance to local governments begins at the County Liason Officer (CLO) and the key person to validate a request for, obtain, and provide that state assistance and support is the District Chief . If the County cannot provide the requested assistance, the Dallas County Judge or Chief of Emergency Services may request State assistance from the CLO or District Chief.
- The District Chief has the authority to utilize all state resources within the district to respond to a request for assistance, with the exception of the National Guard. Use of National Guard resources requires approval of the Governor. The District Chief is expected to validate the request for assistance, identify, and task resources available with the district to meet the needs. The use of the National or State Guard requires advance approval by the Governor, which should be coordinated by the SOC. If a particular state agency is required by law to render assistance in a certain type of emergency (e.g., oil spill, hazmat, animal disease outbreak, radiological event, etc.), then direct communications between local government officials and that state agency is appropriate; however, the District Chief must be

kept informed of the operational situation. If state assistance is authorized by District Chief or directed by statute, state agencies should provide response and recovery assistance within their capabilities in accordance with state statutes and regulations and this plan.

- State assistance furnished to local governments is to supplement local resources, not a substitute for such resources, including mutual aid resources, equipment purchases or leases, or resources covered by emergency service contracts. See Appendix 3 to ESF #7 Logistics and Resource Management (Annex M), for a State of Texas Assistance Request (STAR) form that can be used to request state assistance. The STAR process typically will occur through the WebEOC platform. The STAR supports a request process starting at a local level including a simple city to county process. The FEMA res form 213 RR may be used as an alternative to the STAR in some circumstances. The provision of state response assistance to local governments is not dependent upon a formal declaration of a State of Disaster, either by the local government or Governor when such response is required by state law or, in the opinion of either the Governor, the Director of the Texas Division of Emergency Management, or the District Chief, such assistance is needed for lifesaving operations or to relieve suffering and hardship.
- The Disaster District staff should forward resource requests for assistance that cannot be satisfied by state resources within the District to the State Operations Center (SOC) for appropriate action. When state resources are insufficient to deal with an emergency situation, the SOC senior staff may coordinate with the Governor's Office to request specific assistance from other states or the federal government.



Other Assistance:

- If resources required to control an emergency situation are not available within the State, the Governor may request assistance from other states pursuant to a number of interstate compacts or from the federal government through the Federal Emergency Management Agency (FEMA).
- For major emergencies and disasters for which a Presidential declaration has been issued, federal agencies may be mobilized to provide assistance to states and local governments. The NRF describes the policies, planning assumptions, concept of operations, and responsibilities of designated federal agencies for various response and recovery functions. For example, the *Nuclear/Radiological Incident Annex* of the NRF addresses the federal response to major incidents involving radioactive materials.
- FEMA has the primary responsibility for coordinating federal disaster assistance. No direct federal disaster assistance is authorized prior to a Presidential

emergency or disaster declaration, but FEMA has limited authority to stage initial response resources near the disaster site and activate command and control structures prior to a declaration and the Department of Defense has the authority to commit its resources to save lives prior to an emergency or disaster declaration. See Recovery Support Function - Long-Term Community Recovery (Annex J), for additional information on the assistance that may be available during disaster recovery.

- The NRF applies to Stafford and non-Stafford Act incidents and is designed to accommodate not only actual incidents, but also the threat of incidents. Therefore, NRF implementation is possible under a greater range of incidents.

3.7 Emergency Authorities

Key federal, state, and local legal authorities pertaining to emergency management are listed in Section 8 of this plan.

Texas statutes and the Executive Order of the Governor Relating to Emergency Management provide local government, principally the Chief Elected Official, with a number of powers to control emergency situations. If necessary, the County can use these powers during emergency situations. These powers include:

- Emergency Declaration: In the event of riot or civil disorder, the Dallas County Judge may request the Governor to issue an emergency declaration for this jurisdiction and take action to control the situation. The use of the emergency declaration is explained in Support Function - Legal (Annex U).
- Disaster Declaration: When an emergency situation has caused severe damage, injury, or loss of life or it appears likely to do so, the Dallas County Judge may, by executive order or proclamation, declare a local state of disaster. In addition, the County Judge may subsequently issue orders or proclamations referencing that declaration to invoke certain emergency powers granted the Governor in the Texas Disaster Act *on an appropriate local scale* in order to cope with the disaster. These powers may include:
 - Using all available resources of government and commandeering private property, subject to compensation, to cope with the disaster.
 - Restricting the movement of people and occupancy of premises.
 - Prohibiting the sale or transportation of certain substances.
 - Implementing price controls.
 - Suspending procedural laws and rules to facilitate a timely response.

A local disaster declaration activates the recovery aspects of this plan. A County disaster declaration **is required** to obtain state and federal disaster recovery assistance. See Support Function - Legal (Annex U), for further information on disaster declarations and guidelines for invoking emergency powers.

Authority for Evacuations: State law provides the Chief Elected Official with the authority to order the evacuation of all or part of the population from a stricken or threatened area within their respective jurisdictions.

3.8 Actions by Phases of Emergency Management

This plan addresses emergency actions that are conducted during all five phases of emergency management.

Prevention & Protection:

The capabilities necessary to avoid, prevent, or stop a threatened or actual act of terrorism. Unlike other mission areas, which are all-hazards by design, Prevention core capabilities are focused specifically on imminent terrorist threats, including ongoing attacks or stopping imminent follow-on attacks. Protection includes the capabilities to safeguard the homeland against acts of terrorism and manmade or natural disasters. It focuses on actions to protect our people, our vital interests and our way of life.

Prevention & Protection Core Capabilities:

- Planning
- Public Information and Warning
- Operational Coordination
- Forensics and Attribution
- Access Control and Identity Verification
- Cybersecurity
- Supply Chain Integrity and Security
- Intelligence and Information Sharing
- Interdiction and Disruption
- Physical Protective Measures
- Risk Management for Protection Programs and Activities
- Screening, Search and Detection

Mitigation

Dallas County should conduct mitigation activities as an integral part of our emergency management program. Mitigation is intended to eliminate hazards, reduce the probability of hazards causing an emergency situation, or lessen the consequences of unavoidable hazards. Mitigation should be a pre-disaster activity, although mitigation may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. The County's mitigation program is outlined in the Dallas County Hazard Mitigation Action Plan (HazMap) and ESF: Hazard Function - Hazard Mitigation (Annex P).

Mitigation Core Capabilities include:

- Planning
- Public Information and Warning
- Operational Coordination
- Community Resilience
- Long-Term Vulnerability Reduction
- Threats and Hazards Identification
- Risk and Disaster Resilience Assessment

Preparedness

Dallas County should conduct preparedness activities to develop the response capabilities needed in the event of an emergency. Among the preparedness activities included in our emergency management program are:

- Providing emergency equipment and facilities.
- Emergency planning, including maintaining this plan, its annexes, and appropriate SOGs.
- = Conducting or arranging appropriate training for emergency responders, emergency management personnel, other local officials, and volunteer groups who assist us during emergencies.
- Conducting periodic drills and exercises to test the County's plans and training.

Response

Dallas County will respond to emergency situations effectively and efficiently. The focus of most of this plan and its ESFs (annexes) is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation while minimizing casualties and property damage. Response activities include warning, emergency medical services, firefighting, law enforcement operations, evacuation, shelter and mass care, emergency public information, search and rescue, as well as other associated functions.

Response Core Capabilities include:

- Planning
- Public Information and Warning
- Operational Coordination
- Infrastructure Systems
- Critical Transportation
- Environmental Response/Health and Safety
- Fatality Management Services
- Fire Management and Suppression
- Logistics and Supply Chain Management
- Mass Care Services
- Mass Search and Rescue Operations
- On-Scene Security, Protection, and Law Enforcement
- Operational Communications
- Public Health, Healthcare, and Emergency Medical Services
- Situational Assessment

Recovery

If a disaster occurs, the County should carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to individuals, businesses, and to government and other public institutions. Examples of recovery programs include temporary housing, restoration of government services, debris,

removal, restoration of utilities, disaster mental health services, and reconstruction of damaged roads and bridges. The County's recovery program is outlined in Recovery Support Function - Long-Term Community Recovery (Annex J).

Recovery Core Capabilities include:

- Planning
- Public Information and Warning
- Operational Coordination
- Infrastructure Systems
- Economic Recovery
- Health and Social Services
- Housing
- Natural and Cultural Resources

4. Organization and Assignment of Responsibilities

This section outlines the organization and assignment of responsibilities of those who have preparedness, recovery and response capabilities.

4.1 Organization

General

Most departments and agencies of local government have emergency functions in addition to their normal day-to-day duties. During emergency situations, normal organizational arrangements are modified to facilitate emergency operations. Dallas County and signatory municipalities', governmental organizations for emergencies are supported by emergency services and support services. Attachment 3 depicts the emergency organization.

Emergency Services

Emergency Services include the IC and those departments, agencies, and groups with primary emergency response actions. The IC is the person in charge at an incident site.

Emergency Support Services

This group includes departments and agencies that support and sustain emergency responders and coordinate emergency assistance provided by organized volunteer organizations, business and industry, and other sources.

Voluntary Organizations Active in Disasters (VOAD) and Other Partner Services

These groups include organized volunteer groups, MRC, and businesses that have agreed to provide certain support for emergency operations.

4.2 Assignment of Responsibilities

General

For most emergency functions, successful operations require a coordinated effort from a number of departments, agencies, and groups. To facilitate a coordinated effort, elected and appointed officials, departments and agency heads, and other personnel are assigned primary responsibility for planning and coordinating specific emergency functions. Generally, primary responsibility for an emergency function should be assigned to an individual from the department or agency that has legal responsibility for that function or possesses the most appropriate knowledge and skills. Other officials, departments, and agencies may be assigned support responsibilities for specific emergency functions. Attachment 4 summarizes the general emergency responsibilities of County officials, department and agency heads, and other personnel. Signatory municipalities may have their own assignment based on their organizational structure.

The department having primary responsibility for an emergency function is normally responsible for coordinating preparation of and maintaining that portion of the emergency plan that addresses that function. Plan and ESF (annex) assignments are outlined in Attachment 5. Listed below are general responsibilities assigned to the Dallas County Judge, Chief of Emergency Services, the Liaison to Elected Officials, emergency services, emergency support services, and other support agencies. Signatory municipalities may designate other roles as appropriate. Additional specific responsibilities can be found in the ESFs (annexes) to this Basic Plan.

Responsibilities

- The Dallas County Judge, herein after referred to as the Director:
 - Serves as the Director of Homeland Security and Emergency Management.
 - Directs the emergency response during disaster situations.
 - Declares a local state of disaster, requests the Governor declare a state of emergency, or invokes the emergency powers of government when necessary.
 - Directs, or delegates responsibilities to the EOC Manager and develops guidelines for the operation of the EOC and requires training for those who staff it.
 - Establishes objectives and priorities for the emergency management program and provides general guidance on the conduct of that program.
 - Makes determinations on requests for assistance to other local governments or the State when necessary.
 - Oversees keeping the public informed during emergency situations.
 - May amend plan as needed for life safety and preservation of property.

- The Chief of Emergency Services herein after referred to as the coordinator, or Emergency Management Coordinator (EMC):
 - Upon request, activates and manages the Dallas County EOC.
 - Serves as the staff advisor to the Director on emergency management matters.
 - Keeps the Director apprised of the preparedness status and emergency management needs.
 - Coordinates local planning, preparedness activities, and the maintenance of this plan.
 - Prepares and maintains a county point of contact list for resources.
 - Encourages training for emergency management personnel and emergency responders.
 - Coordinates periodic emergency exercises to test the County's plan and training.
 - Assists with managing the EOC and develop guidelines for its operation and encourage training for those who staff it.
 - Implements the policies and decisions of the governing body relating to emergency management.
 - Organizes the emergency management program and identifies personnel, equipment, and facility needs.

- Collaborates with departments and agencies as appropriate.
 - Encourages departments and agencies to participate in emergency planning, training, and exercise activities.
 - Coordinates the operational response of local emergency services.
 - Coordinates and orchestrates the activation of the EOC and supervises its operation to carry out objectives of the Director of HSEM.
 - Performs day-to-day liaison with the state emergency management staff and other local emergency management personnel.
 - Coordinates with organized volunteer groups and businesses regarding emergency operations.
 - Supports the overall preparedness program in terms of its budgetary and organizational requirements.
 - Implements the policies and decisions of the governing body.
 - Prepares and maintains ESFs (annexes) to this Plan and supporting SOGs.
 - If determined that Dallas County is eligible for state or federal disaster assistance, coordinates with state and federal agencies to carry out authorized recovery programs as directed.
- The County Administrator will serve as the Liaison to Elected and Appointed Officials:
 - Gathers input and assistance from elected officials outside of the incident command structure because it is beneficial and integral to a successful response.
 - Works with this important group of county leaders to ensure a free flow of information and successful integration of their offices' assistance into response.
- Common Responsibilities of designated persons
 - All emergency services and support services:
 - Provide personnel, equipment, and supplies to support emergency operations upon request.
 - Develop and maintain SOGs for emergency tasks.
 - Provide trained personnel to staff the ICP and EOC and conduct emergency operations.
 - Provide current information on emergency resources for inclusion in the Resource List in Appendix 1 to ESF #7 Logistics and Resource Management (Annex M).
 - Report information regarding emergency situations and damage to facilities and equipment to the Incident Commander or the EOC.
- Emergency Services Responsibilities
 - The IC should:
 - Isolate the scene.
 - Direct and control the on-scene response to the emergency situation and manage the emergency resources committed there.
 - Warn the potentially affected population in the area of the incident and provide emergency instructions.
 - Implement traffic control routes in and around the incident scene.

- Request additional resources from the EOC.
 - Manage emergency response resources and operations at the ICP to assist in the resolution of the emergency situation.
 - Determine and implement required protective actions for response personnel and the public at an incident site.

- Signatory Municipality Executive Group Responsibilities:
 - Emergency management, at the local government level, is established in State law, the City Charter, and local ordinances. State law designates the mayor as being responsible for directing the emergency management program in the city. The mayor can designate an individual to coordinate that program.

 - The Texas Disaster Act places overall responsibility for the management of local disasters occurring within the signatory municipalities with the mayor, as the presiding officer of the City Council. The Executive Order of the Governor Relating to Emergency Management provides that the mayor may, when a State of Local Disaster has been declared, exercise similar powers on an appropriate local scale as have been granted to the Governor in the Disaster Act. A Disaster Declaration is also required when seeking State or Federal assistance, including a Presidential Disaster Declaration. A Disaster Declaration provides the mayor with additional powers.

These powers include, but are not limited to, the following:

 - Temporarily suspending the provisions of any City statute prescribing the guidelines for conduct of City business or the orders or rules of a City Department if strict compliance with the provisions, orders, or rules would in any way hinder, prevent, or delay necessary action in coping with a disaster.
 - Using all available resources of City government that are necessary to cope with the disaster.
 - Temporarily reassigning resources, personnel, or functions of City Departments or their units for the purpose of facilitating emergency services.
 - Commandeering or using any private property needed to cope with the disaster, subject to compensation requirements.
 - Determine and implement protective measures (evacuation or in-place sheltering) for the population in the immediate area of the incident and for emergency responders at the scene.
 - Ordering evacuation of all or part of the population from a stricken or threatened area.
 - Controlling access to and from a disaster area.
 - Purchasing, leasing, or otherwise acquiring temporary housing units to be occupied by disaster victims.

 - The mayor's responsibilities:
 - With the assistance of the legal staff, declare a local state of disaster, request the Governor declare a state of emergency, or invoke the emergency powers of government when necessary.

- Establish objectives and priorities for the emergency management program and provide general policy guidance on the conduct of that program.
 - Monitor the emergency response during disaster situations and provide direction where appropriate.
 - Direct activation of the EOC.
 - Request assistance from other local governments or the State when
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- The City Manager's, or appointed official (if applicable) responsibilities:
 - Implement the policies and decisions of the governing body relating to emergency management.
 - Establish objectives and priorities for the emergency management program and provide general policy guidance on conduct of the program.
 - Assign emergency management program tasks to departments and agencies.
 - Ensure departments and agencies participate in emergency planning, training, and exercise activities.
 - Monitor emergency responses during disaster situations and provide directions where appropriate.
 - With the assistance of the Public Information Officer (PIO), keep the public informed during emergency situations.
 - When the Mayor makes a Declaration of Local Disaster and exercises the above powers, the City Manager should execute the orders as directed by the mayor.
 - The Signatory Municipalities Emergency Management Coordinator's responsibilities:
 - Serve as the staff advisor to the Mayor and City Manager on emergency management matters.
 - Keep the Mayor, City Manager, and governing body apprised of the preparedness status and emergency management needs.
 - Coordinate local planning, preparedness activities, and the maintenance of this plan.
 - Prepare and maintain a resource inventory.
 - Arrange appropriate training for local emergency management personnel and emergency responders.
 - Coordinate periodic emergency exercises to test our plans and training.
 - Manage the EOC, develop guidelines for its operation, and conduct training for the staff.
 - Coordinate the operational response of local emergency services.
 - Activate the EOC when required and supervise its operation.
 - Perform day-to-day liaison with the state emergency management staff and other local emergency management personnel.
 - Coordinate with organized volunteer groups and businesses regarding emergency operations.
 - Signatory Municipality services:

Fleet

- Identifies local public and private transportation resources and coordinates their use in emergencies.
- Coordinates deployment of transportation equipment to support emergency operations.
- Establishes and maintains a reserve pool of drivers, maintenance personnel, parts, and tools.
- Maintains records on use of transportation equipment and personnel for purpose of possible reimbursement.

Police

- Preservation of law and order.
- Traffic Control.
- Terrorist incident response.
- Provision of security for vital facilities, evacuated areas, and shelters.
- Access control for damaged or contaminated areas.
- Warning support.
- Post-incident reconnaissance and damage assessment.
- Prepare and maintain an inventory of available resources.
- Coordinate and carry out defensive anti-terrorist activities, including criminal intelligence, investigation, protection of facilities, and public awareness activities.
- Coordinate and carry out offensive counter-terrorist operations to neutralize terrorist activities.
- Carry out terrorism consequence operations conducted in the aftermath of a terrorist incident to save lives and protect public and private property.
- Ensure required notification of terrorist incidents is made to local, state, and federal authorities.

Fire

- Establish ICS to manage the response to large incidents if needed.
- Fire prevention activities.
- Fire detection and control.
- Hazardous material and oil spill response.
- Terrorist incident response.
- Evacuation support.
- Post-incident reconnaissance and damage assessment.
- Fire safety inspection of temporary shelters.
- Prepare and maintain fire resource inventory.
- Coordinate and conduct search and rescue activities.
- Identify requirements for specialized resources to support rescue operations.

Emergency Management

- Direct and control for the local operating forces.
- Maintain coordination with neighboring jurisdictions and the County.
- Maintain the EOC in an operating mode or be able to convert the designated facility space into an operable EOC rapidly.

- Assigns representatives, by title, to report to the EOC and develop guidelines for crisis training.
- Develop and identify the duties of the staff, use of displays and message forms, and guidelines for EOC activation.
- Coordinates the evacuation of areas at risk.

Public Health (if applicable)

- Coordinate health and medical care and EMS support during emergency situations.
- 11 Public health information and education.
- Inspection of food and water supplies.
- Develop emergency public health regulations and orders.
- Coordinate collection, identification, and interment of deceased victims.
- Health/safety, environmental inspections of shelters.

Public Works & Facilities

- Prioritize restoration of utility service to vital facilities and other facilities.
- Arrange for the provision of emergency power sources where required.
- Identify requirements for emergency drinking water and portable toilets to the department or agency responsible for mass care.
- Assess damage to, repair, and restore public utilities.
- Monitor recovery activities of city-owned facilities.

Purchasing

- Maintain an inventory of emergency resources.
- During emergency operations, locates supplies, equipment, and personnel to meet specific needs.
- Maintain a list of suppliers for supplies and equipment needed immediately in the aftermath of an emergency.
- Establish emergency purchasing guidelines and coordinate emergency procurements.
- Establish and maintain a manpower reserve and coordinate assignment of reserve personnel to departments and agencies that require augmentation.
- Coordinate transportation, sorting, temporary storage, and distribution of resources during emergency situations.
- Establish staging areas for resources, if required.
- During emergency operations, identify to the Donations Management Coordinator those goods, services, and personnel that are needed.
- Maintain records of emergency-related expenditures for purchases and personnel.

Legal

- Advise elected officials on emergency powers of local government and guidelines for invoking those measures.
- Review and advise city officials on possible legal issues arising from disaster operations.
- Prepare and/or recommend legislation to implement the emergency powers that may be required during an emergency.

- Advise elected officials and department heads on record-keeping requirements and other documentation necessary for the exercising of emergency powers.

4.3 Emergency Support Function (ESF) Annexes:

Outline the objectives, policies, concepts of operations and responsibilities of agencies relative to unique functional activities before, during and after disaster incidents that exceed the capacities of local jurisdictions. These annexes may be augmented by other supporting plans.

Respective signatory municipal departments should coordinate and assist with respective county departments in the following emergency support functions listed below:

- **ESF #1 - Transportation:**

- The primary responsibility for this function is assigned to the **Dallas County Office of Homeland Security and Emergency Management (HSEM)**. HSEM should prepare and maintain ESF #1 Transportation (Annex S) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
 - Identifies local public and private transportation resources and coordinates their use in emergencies.
 - Coordinates deployment of transportation equipment to support emergency operations.
 - Establishes and maintains a reserve pool of drivers, maintenance personnel, parts, and tools.
 - Maintains records on use of transportation equipment and personnel for purpose of possible reimbursement.

- **ESF #2 - Communications:**

- This function is for internal and interjurisdictional communication, not external communication, which falls under the PIO/County Judge's office.
- Primary responsibility for this function is assigned to the **Dallas County Sheriff's Office**, who should prepare and maintain ESF #2 Communications and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
 - Identify the communications systems available with the local area and determine the connectivity of those systems and ensure their interoperability.
 - Develop plans and guidelines for coordinated use of the various communications systems available in the County during emergencies.
 - Determine and implement means of augmenting communications during emergencies, including support by volunteer organizations.

- **ESF #3 - Public Works & Engineering:**

- Primary responsibility for this function is assigned to the **Dallas County Public Works Department**, who should prepare and maintain ESF #3 Public Works & Engineering (Annex K) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
 - Protect government facilities and vital equipment where possible.
 - Assess damage to streets, bridges, traffic control devices, and other public facilities.
 - ¹¹ Direct temporary repairs of vital facilities.
 - Restore damaged roads and bridges.
 - Restore waste treatment and disposal systems.
 - Arrange for debris removal.
 - General damage assessment support.
 - Building inspection support.
 - Provide specialized equipment to support emergency operations.
 - Support traffic control and search and rescue operations.

- **ESF #4 - Firefighting:**
 - Primary responsibility for this function is assigned to the **Dallas County Fire Marshal's Office**, who should prepare and maintain ESF #4 Firefighting (Annex F) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
 - Establish **ICS** to manage the response to large incidents.
 - Fire prevention activities.
 - Fire detection and control.
 - Hazardous material and oil spill response.
 - Terrorist incident response.
 - Evacuation support.
 - Post-incident reconnaissance and damage assessment.
 - Fire safety inspection of temporary shelters.
 - Prepare and maintain fire resource inventory.
 - Coordinate and conduct search and rescue activities.
 - Identify requirements for specialized resources to support rescue operations.
 - Coordinate external technical assistance and equipment support for search and rescue operations.

- **ESF #5 - Emergency Management**
 - Primary responsibility for this function is assigned to the **Dallas County Office of Homeland Security and Emergency Management (HSEM)**, who will prepare and maintain ESF #5 Emergency Management (Annex N) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
 - Direct and control for the County's local operating forces.
 - Maintain coordination with neighboring jurisdictions and the DDC.
 - Maintain the EOC in an operating mode or be able to convert the designated facility space into an operable EOC rapidly.

- Assigns representatives, by title, to report to the EOC and develop guidelines for crisis training.
 - Develop and identify the duties of the staff, use of displays and message forms, and guidelines for EOC activation.
 - Coordinates the evacuation of areas at risk.
- **ESF #6 - Mass Care, Emergency Assistance, Housing and Human Services**
 - Primary responsibility for this function is assigned to **Dallas County Department of Health and Human Services (DHHS)**, who should prepare and maintain ESF #6 Mass Care, Emergency Assistance, Housing and Human Services (Annex C & Annex O) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
 - Perform emergency shelter and mass care planning.
 - Coordinate and conduct shelter and mass care operations with our other departments, relief agencies, and volunteer groups.
 - Identify emergency feeding sites.
 - Identify sources of clothing for disaster victims.
 - Secure emergency food supplies.
 - Coordinate the operation of shelter facilities, whether operated by local government, local volunteer groups, or organized disaster relief agencies such as the American Red Cross.
 - Coordinate special care requirements for disaster victims such as the aged, special needs individuals, and others.
 - Coordinate the provision of disaster mental health services to disaster victims, emergency workers, and/or others suffering trauma due to the emergency incident/disaster.
- **ESF #7 - Logistics Management and Resource Support**
 - Primary responsibility for this function is assigned to the **Dallas County Office of Homeland Security and Emergency Management (HSEM)**. HSEM in conjunction with **Purchasing & Audit Departments** should prepare and maintain ESF #7 Logistics Management and Resource Support (Annex M) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
 - Maintain an inventory of emergency resources.
 - During emergency operations, locates supplies, equipment, and personnel to meet specific needs.
 - Maintain a list of suppliers for supplies and equipment needed immediately in the aftermath of an emergency.
 - Establish emergency purchasing guidelines and coordinate emergency procurements.
 - Establish and maintain a manpower reserve and coordinate assignment of reserve personnel to departments and agencies that require augmentation.
 - Coordinate transportation, sorting, temporary storage, and distribution of resources during emergency situations.

- Establish staging areas for resources, if required.
 - During emergency operations, identify to the Donations Management Coordinator those goods, services, and personnel that are needed.
 - Maintain records of emergency-related expenditures for purchases and personnel.
- **ESF #8 - Public Health and Medical Services.**
 - Primary responsibility for this function is assigned to the **Dallas County Department of Health and Human Services (DHHS)**, who should prepare and maintain ESF #8 Public Health & Medical Services (Annex H) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
 - Coordinate health and medical care and EMS support during emergency situations.
 - Public health information and education.
 - Inspection of food and water supplies.
 - Develop emergency public health regulations and orders.
 - Coordinate collection, identification, and interment of deceased victims.
 - Health/safety, environmental inspections of shelters
- **ESF #9 - Search and Rescue.**
 - Primary responsibility for this function is assigned to the **Dallas County Fire Marshal's Office**, who should prepare and maintain ESF #9 Search and Rescue (Annex R) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
 - Structural Collapse (Urban) Search and Rescue (USAR)
 - Waterborne Search and Rescue
 - Inland/ Wilderness Search and Rescue
- **ESF #10 - Oil and Hazardous Materials Response.**
 - Primary responsibility for this function is assigned to the **Dallas County Fire Marshal's Office**, who should prepare and maintain ESF #10 Oil and Hazardous Materials Response (Annex D & Annex Q) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
 - Maintain inventory of radiological equipment.
 - Ensure response forces include personnel with current training in radiological monitoring and decontamination.
 - Respond to radiological incidents and terrorist incidents involving radiological materials.
 - Make notification concerning radiological and terrorist incidents to local, state, and federal authorities.
 - In accordance with OSHA regulations, establish **ICS** to manage the response to hazardous materials incidents.
 - Establish the hazmat incident functional areas (e.g., hot zone, warm zone, cold zone, etc.).

- Determine and implement requirements for personal protective equipment for emergency responders.
 - Initiate appropriate actions to control and eliminate the hazard in accordance with established hazmat response guidance and SOGs.
 - Determine areas at risk and which public protective actions, if any, should be implemented.
 - Apply appropriate firefighting techniques if the incident has, or may, result in a fire.
 - Determine when affected areas may be safely reentered.
- **ESF #11 - Agriculture and Natural Resources**
 - Primary responsibility for this function is assigned to AgriLife , who should prepare and maintain ESF #11 Agriculture and Natural Resources, and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
 - Assess damage to agricultural resources.
 - Ensure safety and security of the food supply.
 - Respond to animal and plant disease outbreaks.
 - Coordinate protective actions associated with natural, cultural, and historic resources.
- **ESF #12 - Energy**
 - Primary responsibility for this function is assigned to the **Dallas County Facilities Management Department**, who should prepare and maintain ESF #12 Energy (Annex L) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
 - Prioritize restoration of utility service to vital facilities and other facilities.
 - Arrange for the provision of emergency power sources where required.
 - Identify requirements for emergency drinking water and portable toilets to the department or agency responsible for mass care.
 - Assess damage to, repair, and restore public utilities.
 - Monitor recovery activities of Dallas County-owned facilities.
- **ESF #13 - Law Enforcement**
 - Primary responsibility for this function is assigned to the **Dallas County Sheriff's Office**, who should prepare and maintain ESF #13 Law Enforcement (Annex G) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
 - Maintenance of law and order.
 - Traffic Control.
 - Terrorist incident response.
 - Provision of security for vital facilities, evacuated areas, and shelters.
 - Access control for damaged or contaminated areas
 - Warning support.
 - Post-incident reconnaissance and damage assessment.
 - Prepare and maintain law enforcement resource inventory.

- Coordinate and carry out defensive anti-terrorist activities, including criminal intelligence, investigation, protection of facilities, and public awareness activities.
- Coordinate and carry out offensive counter-terrorist operations to neutralize terrorist activities.
- Carry out terrorism consequence operations conducted in the aftermath of a terrorist incident to save lives and protect public and private property.
- Ensure required notification of terrorist incidents is made to local, state, and federal authorities.

- **ESF #14 - Long-Term Community Recovery**

This ESF has been superseded in accordance with the National Disaster Recovery Framework.

- **ESF #15 - External Affairs**

- Primary responsibility for this function is assigned to the **Dallas County Office of Homeland Security and Emergency Management (HSEM)**, who will prepare and maintain ESF # 15 External Affairs (Annex I) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
 - Establish a Joint Information Center (JIC).
 - Conduct on-going hazard awareness and public education programs.
 - Pursuant to the Joint Information System (JIS), compile and release information and instructions for the public during emergency situations and respond to questions relating to emergency operations.
 - Provide information to the media and the public during emergency situations.
 - Arrange for media briefings.
 - Compiles print and photo documentation of emergency situations.

Support Function Annexes:

- **Support Function - Evacuation (Annex E)**

- Primary responsibility for this function is assigned to the **Dallas County Office of Homeland Security and Emergency Management (HSEM)**, who will prepare and maintain Support Function - Evacuation (Annex E) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
 - Identify areas where evacuation has been or may in the future and determine of population at risk.

- Perform evacuation planning for known risk areas to include route selection and determination of traffic control requirements.
 - Develop simplified planning guidelines for ad hoc evacuations.
 - Determine emergency public information requirements.
 - Assist with evacuation planning for special needs facilities (schools, hospitals, nursing homes, and other institutions).
- **Support Function - Warning (Annex A)**
 - Primary responsibility for this function is assigned to the **Dallas County Sheriff's Department**, who should prepare and maintain Support Function - Warning (Annex A) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
 - Receive information on emergency situations.
 - Alert key local officials of emergency situations.
 - Disseminate warning information and instructions to the public through available warning systems.
 - Disseminate warnings and instructions to special facilities such as schools and hospitals.
- **Support Function - Donations Management (Annex T)**
 - The primary responsibility for this function is assigned to the **Dallas County Office of Homeland Security and Emergency Management (HSEM)**, who will prepare and maintain Support Function - Donations Management (Annex T) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
 - Compile resource requirements identified by the Resource Management staff.
 - Solicit donations to meet known needs.
 - Establish and implement guidelines to receive, accept or turn down offers of donated goods and services, and provide instructions to donors of needed goods or services.
 - In coordination with the Resource Management staff, establish a facility to receive, sort, and distribute donated goods.
- **Support Function - Legal (Annex U)**
 - The primary responsibility for this function is assigned to the **Dallas County District Attorney (DA)**, who should prepare and maintain Support Function - Legal (Annex U) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
 - Advise elected officials on emergency powers of local government and guidelines for invoking those measures.
 - Review and advise County officials on possible legal issues arising from disaster operations.
 - Prepare and/or recommend legislation to implement the emergency powers that may be required during an emergency.

- Advise elected officials and department heads on record-keeping requirements and other documentation necessary for the exercising of emergency powers.
- **Support Function - Terrorist Incident Response {Annex V}**
 - Primary responsibility for this function is assigned to the **Dallas County Sheriff's Office**, who will prepare and maintain Support Function - Terrorist Incident Response (Annex V) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
 - Coordinate and carry out defensive anti-terrorist activities, including criminal intelligence, investigation, protection of facilities, and public awareness activities.
 - Coordinate and carry out offensive counter-terrorist operations to neutralize terrorist activities.
 - Carry out terrorism consequence operations conducted in the aftermath of a terrorist incident to save lives and protect public and private property.
 - Ensure required notification of terrorist incidents is made to local, state, and federal authorities.

Hazard Functions:

Describe essential supporting aspects that are common to a specific hazard and serve as the primary mechanism for providing assistance at the operational level. These annexes may be augmented by other supporting plans.

- **Hazard Function - Hazard Mitigation {Annex P}**
 - The primary responsibility for this function is assigned to the **Dallas County Office of Homeland Security and Emergency Management {HSEM}**, who will prepare and maintain Hazard Function - Hazard Mitigation (Annex P) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
 - Maintain the local Threat and Hazard Identification and Risk Assessment (THIRA).
 - Identify beneficial pre-disaster hazard mitigation projects and seek approval from local officials to implement such projects.
 - In the aftermath of an emergency, determine appropriate actions to mitigate the situation and coordinate implementation of those actions.
 - Coordinate and carry out post-disaster hazard mitigation program.

Recovery Functions:

Describe essential supporting aspects that are common to the recovery phase in a post-disaster setting and serve as the primary mechanism for providing assistance at the operational level. These annexes may be augmented by other supporting plans.

- **Recovery Function - Long-Term Community Recovery {Annex J}**

- Primary responsibility for this function is assigned to the **Dallas County Office of Homeland Security and Emergency Management (HSEM)**, who will prepare and maintain Recovery Function - Long-Term Community Recovery (Annex J) and any supporting SOGs to this plan. Emergency tasks to be performed and may include:
 - Identify trained personnel to conduct damage assessment. Coordinate the efforts for damage assessment with local, state, and federal damage assessment personnel who may be dispatched to assist the County.
 - Assess and compile information on damage to public and private property and needs of disaster victims and formulate and carry out programs to fill those needs.
 - If damages are beyond the County's capability to deal with, compile information for use by the County's elected officials in requesting state or federal disaster assistance.
 - If Dallas County is determined to be eligible for state or federal disaster assistance, coordinate with local, state, and federal agencies to carry out authorized recovery programs.

Department and agency heads did not assign a specific function in this plan should be prepared to make their resources available for emergency duty at the direction of the Director.

4.4 Volunteer Organizations Active in Disaster & Other Partner Services

The first few hours of a disaster may require certain emergency services. The Dallas County VOAD agencies are on-call 24 hours a day to set up and provide services during disasters. The following agencies are examples of the members of the Dallas County VOAD and can be called upon for services during a disaster: Adventist Community Services, American Red Cross, Catholic Charities of Dallas, Community Council of Greater Dallas/2-1-1, North Texas Food Bank, , Society of St. Vincent de Paul-Dallas, SPCA of Texas, Texans on Mission, The Salvation Army, VolunteerNow, Tzu Chi Foundation, , Victim Relief Ministries, and the North Texas long Term Recovery Council and others. Other Partner Services include Lion's Club District 2X-1 Dallas County Animal Response Team and Dallas County Sheriff's Reserves.

- **Dallas County VOAD and other Voluntary Partners.** The following are local volunteer agencies that can provide disaster relief services and traditionally have coordinated their efforts with Dallas County:
 - American Red Cross-Dallas Area Chapter (ARC).

Provides shelter management, mass care, emergency shelters, fixed and mobile feeding, first aid personnel, aid stations, distribution of bulk supplies, disaster mental health services, family safe and well inquiry services, individual client casework, emergency financial aid to individuals and

families, EOC Government Liaison, and canteen services for emergency workers.

- The Salvation Army (TSA).

Provides emergency assistance to include spiritual & emotional care to victims and first responders, donations management, cleanup and restoration to include distribution of cleaning supplies, coordination of volunteer rebuilding teams, setup of warehouses to distribute needed supplies, food & hydration services to victims and first responders, emergency shelter, disaster social services such as essential living supplies, food, shelter, clothing, baby supplies, emergency housing needs and provides referrals to government and private agencies for special services.

- Southern Baptist Convention Disaster Relief/Texans on Mission .

Texans on Mission provide mass cooking by mobile feeding units staffed by volunteers. The Texans on Mission also provide disaster childcare, water purification, amateur radio & satellite communications, shower units, chain saw crews, conduct temporary repairs, reconstruction, counseling, bilingual services, and cleanout operations.

- Dallas County Sheriff's Reserve

The Dallas County Sheriff's Reserve provides public safety and amateur radio support for emergency operations, including communications support in the EOC.

- Community Council of Greater Dallas and 2-1-1

The Community Council of Greater Dallas/2-1-1 provides information and referral services for eight counties to include Dallas County.

- SPCA of Texas.

SPCA of Texas provides search, rescue, recovery of abandoned and injured animals (domestic, livestock, poultry, fowl, wildlife, and exotic), rescue and investigation of cruelty to animals, provide emergency housing, first aid, food, water, cleaning of animals, birds contaminated with oil or other materials, emergency euthanasia, etc.

- Dallas County Animal Response Team (CART)

The Dallas County Animal Response Team (CART) may collaborate with SPCA of Texas and other animal response organizations to provide temporary pet shelters.

- The Lions Club District 2X-1 (of North Texas)

The Lions Club of North Texas may collaborate with Dallas County HSEM, and other cities for the establishment of a Volunteer Reception Center (VRC).

The function of a VRC is to provide a single location for spontaneous volunteers to help in a disaster, or any immediate volunteer need, to be interviewed on their abilities to help, and then be matched to requests for help from a city or other jurisdiction. The VRC coordinates the requests for assistance from the jurisdiction to the volunteer, properly providing the volunteer with identification to enter a secure location and ensure the volunteer knows where to report and who is expecting their arrival. The VRC also ensures the jurisdiction has properly provided notice back to the VRC when the volunteer has completed their task and has left the location without any incidents.

Organization	Phone	Services
211 Information Line	(214) 871-5065	Provides social services resources to residents through information and referral assistance
American Red cross	(682) 216-5267	Help with sheltering, feeding at the shelter, coordinating with others to feed in the community.
Buddhist Tzu Chi Foundation	(972) 629-3105	Provides disaster relief through a variety of social services programs including medical and distribution of supplies to residents.
Catholic Charities Dallas	(972) 607-3158	Provides disaster relief through a disaster program that can provide up to \$3000.00 to assist with repairs of residence
Lion's Club	(817) 584-0843	Volunteer Reception Center, managing and training spontaneous volunteers for disaster relief response.
North Central Food Bank	(469) 212-7920	Provides meals to shelter and residents in need.
Society of St Vincent de Paul of North Texas	(214) 502-0650 ext. 122	Provides social services resources to residents through feeding, sheltering, and clothing
SPCA of Texas	(972) 824-1275	Provides information and assistance to residents with pets, through sheltering, feeding, and adoption
Texans on Mission	(214) 668-6977	Mobile Kitchens capable of 30,000 meals a day, food truck, Rapid, response unit, and 2 mass care kitchens, Mobile Generators 230k, 200k, 50k, support to power up buildings, Mobile shower/Laundry units, Mobile Laundry unit, Mobile recovery units, chainsaw, flood recovery, Mobile surveillance units, Mobile command center, Mobile refrigeration units, 16ft trailer, 53ft trailer, 2,600 credentialed volunteers
Volunteer Now	(214) 818-9857	Volunteer Now matches volunteers with nonprofit organizations. Our volunteer engagement platform has over 120,000 volunteers. The capability to message volunteers during disasters to inform how they can volunteer. Municipalities and nonprofits can post their volunteer needs on the website.

5. Direction and Control

This section outlines the direction and control of the base plan as well as the lines of succession in the event the base plan needs to be activated.

5.1 General

The Dallas County Judge serves as the Director of HSEM and is responsible for establishing objectives and policies for emergency management and providing overall direction of the response action for disaster response and recovery operations, all in compliance with the NIMS. As directed, during disasters, the coordinator may carry out those responsibilities from the EOC.

The coordinator assists the Director as the Emergency Management Coordinator and coordinates the response activities for all Dallas County departments. During major emergencies and disasters, the coordinator should normally carry out those responsibilities from the EOC.

The coordinator or designated IC should manage the EOC.

The IC, assisted by a staff sufficient for the tasks to be performed, should manage the emergency response.

During emergency operations, department heads retain administrative and policy control over their employees and equipment. However, personnel and equipment should carry out mission assignments directed by the IC. Each department and agency is responsible for having its own operating guidelines to be followed during response operations, but interagency guidelines, such as common communications protocol, may be adopted to facilitate coordinated effort.

If Dallas County's own resources are insufficient or inappropriate to deal with an emergency situation, the County may request assistance from other jurisdictions, organized volunteer groups, or the State. The process for requesting State or federal assistance is covered in Section 3; 3.6 of this plan; see also the Request for Assistance form in ESF #7 Logistics and Resource Management (Annex M), Appendix 3. External agencies are expected to conform to the general guidance and directed provided by the County's senior decision-makers.

Within signatory municipalities, direction and control is assigned as appropriate.

5.2 Emergency Facilities

Incident Command Post (ICP): Except when an emergency situation threatens, but has not yet occurred, and those situations for which there is no specific hazard impact site (such as a severe winter storm or area-wide utility outage), an ICP should be established in the vicinity of the incident site(s). As noted previously, the IC should be responsible for directing the emergency response and managing the resources at the incident scene.

EOC: When major emergencies and disasters have occurred or appear imminent, the County may activate the Dallas County EOC, which is located at 2121 Panoramic Circle, Suite 240, Dallas, Texas 75212.

The following positions are authorized to activate the EOC:

- Director
- Coordinator
- HSEM Duty Officer with approval from the Director or Coordinator.

The general responsibilities of the EOC, under direction of the EOC Director are to:

- Assemble accurate information on the emergency situation and current resource data to facilitate informed decisions on courses of action.
- Working with representatives of emergency services, determine and prioritize required response actions and coordinate their implementation.
- Provide resource support for emergency operations.
- Organize and activate large-scale evacuation and mass care operations.
- Provide emergency information to the public.

Representatives of those departments and agencies assigned emergency functions in this plan should staff the EOC. EOC operations are addressed in ESF #5 Emergency Management (Annex N). The interface between the EOC and the ICP is described in Section 3: 3.5 ICS- EOC Interface.

Dallas County's alternate EOC has been identified from available Dallas County facilities in the event that the County's primary EOC becomes unusable. There is a current Mutual Aid Reciprocity Agreement with the City of Dallas to allow alternate EOC operations at their facility, located at: 1500 Marilla St. L2AN, Dallas TX 75201

Dallas County has three response vehicles (AE006 & AE007) and 1 mobile Command Emergency Response Vehicle (AE020), operated by the HSEM, which may be used as an ICP. (AE20) is equipped with radio and satellite that can be used for voice and data capabilities in the field.

Within signatory municipalities, staffing and activation of municipal EOCs is assigned to the municipalities.

5.3 Line of Succession

The line of succession for the Director is:

- Any county official or employee designated in writing by the Director.
- Commissioners in order of their seniority.

The line of succession for the Dallas County Coordinator is:

- Hazmat & Technology Manager
- Operations Division Chief

- HSEM Duty Officer(s).
- County Official or employee as designated by the Director.

The lines of succession for each department and agency head should be in accordance with the SOGs established by those departments and agencies.

The lines of succession for each signatory municipality should be in accordance with the SOGs and policies established by their city charter and laws.

6. Readiness Levels

This section describes the levels of readiness and the corresponding actions that should be taken at each level. The levels vary with the degree of threat and can be upgraded and downgraded based on the information received or anticipated by a threat.

Many emergencies follow some recognizable build-up period during which actions can be taken to achieve a gradually increasing state of readiness. Dallas County uses a four-tier system, similar to the State Operations Center (SOC). Readiness Levels may be determined by the Director or, in their incapacitation or unavailability, the coordinator. General actions to be taken at each readiness level are outlined in the ESFs (annexes) to this plan; actions that are more specific can be detailed in departmental or agency SOGs.

The following Readiness Levels should be used as a means of increasing our alert posture.

Level 4: Normal Conditions

- No significant emergency is present. Daily operation continues to conduct normal business and monitors the state for any natural and technological threats. Local responders resolve emergency incidents that might occur in their areas.
- **Typical Events:** Daily emergency responses, high profile visitor(s), weather and threat monitoring.
- **Typical Notifications:** Dallas County HSEM staff, Emergency Management Coordinators and Directors, fire departments/EMS, law enforcement, and public works.

Level 3: Increased Readiness

- A significant emergency has not yet occurred, but a higher-than-normal level of readiness is warranted because of increased vulnerability to a specific hazard. Advisory notifications are sent to the Emergency Management Council and appropriate officials and agency representatives are briefed on anticipated risk situations and potential impacts. Coordination activities may increase.
- **Typical Events:** Tropical weather system development, escalating or immediate risk to impact area. Additional potential threats, definitions and actions are listed below:
 - **Coastal Weather Threat:** A coastal weather threat generally is a tropical storm or hurricane that develops in the Caribbean and intensifies in the Gulf of Mexico and may strike the Texas Gulf Coast. Hurricanes winds can exceed 155 miles per hour causing damaging winds, spawn tornadoes and microbursts, create storm surges along the coast, and cause extensive damage from heavy rainfall and flooding. Readiness actions include regular situation monitoring through State readiness conference calls, contact with

coastal communities, review of plans and resource status, determining staff availability.

- **Tropical Weather Threat:** A tropical weather system has developed that has the potential to impact the local area. Readiness actions may include regular situation monitoring, a review of plans and resource status, determining staff availability and placing personnel on call.
- **Tornado Watch:** Indicates possibility of tornado development. Readiness actions may include increased situation monitoring and placing selected staff on alert.
- **Flash Flood Watch:** Indicates flash flooding is possible due to heavy rains occurring or expected to occur. Readiness actions may include increased situation-monitoring, reconnaissance of known trouble spots, deploying warning signs.
- **Wildfire Threat:** During periods of extreme wildfire threat, readiness actions may include deploying additional resources to areas most at risk, arranging for standby commercial water tanker support, conducting daily aerial reconnaissance, or initiating burn bans.
- **Mass Gathering:** For mass gatherings with previous history of problems, readiness actions may include reviewing security, traffic control, fire protection, and first aid planning with organizers and determining additional requirements.
- **Typical Notifications:** Dallas County HSEM staff, Emergency Management Coordinators and Directors, fire departments/EMS, law enforcement, and public works.
- Declaration of "Level 3" may generally require the initiation of the "Increased Readiness" activities identified in each ESF (annex) to this plan.

Level 2: Escalated Response Conditions

- The scope of the emergency has expanded beyond that which can be handled by local responders. Normal state and local government operations may be impaired. Daily Operations makes recommendations on a higher level of activation of the Emergency Management Council. Depending upon the incident or event, emergency facilities increase staffing, expand hours of operation and intensify coordination. Requests for mutual aid resources for emergency assistance may be received and/or requested. Appropriate officials and agency representatives are briefed on the current situation and anticipated impacts.
- **Typical Events:** Major tornado impact(s), widespread flash flooding, major fire conditions, major medical emergencies and hurricane warnings. Additional potential threats, definitions and actions are listed below:

- **Coastal Weather Threat:** A coastal weather threat generally is a tropical storm or hurricane that develops in the Caribbean, intensifies in the Gulf of Mexico, and may strike the Texas Gulf Coast. Hurricane winds can exceed 155 miles per hour causing damaging winds, spawn tornadoes and microbursts, create storm surges along the coast, and cause extensive damage from heavy rainfall and flooding. Readiness actions include regular situation monitoring through State readiness conference calls, contact with evacuating coastal communities, identification of evacuation routes and contra-flow, review of plans and resource status, determining staff availability, contact with the State of Texas Reception Center in Mesquite (as appropriate) and sheltering jurisdictions to identify available shelters and resource shortfalls.
- **Tropical Weather Threat:** A tropical weather system may impact the local area within 72 hours. Readiness actions may include continuous storm monitoring, identifying worst-case decision points, increasing preparedness of personnel and equipment, updating evacuation checklists, verifying evacuation route status, and providing the public information for techniques to protect homes and businesses on the evacuation routes.
- **Tornado Warning:** Issued when a tornado has actually been sighted in the vicinity or indicated by radio and may strike in the local area. Readiness actions may include activating the EOC, continuous situation monitoring, and notifying the public about the warning.
- **Flash Flood Warning:** Issued to alert persons that flash flooding is imminent or occurring on certain streams or designated areas, and immediate action should be taken. Readiness actions may include notifying the public about the warning, evacuating low-lying areas, opening shelters to house evacuees, and continuous situation monitoring.
- **Winter Storm Warning:** Issued when heavy snow, sleet, or freezing rain are forecast to occur separately or in a combination. Readiness actions may include preparing for possible power outages, putting road crews on stand-by to clear and/or sand the roads, and continuous situation monitoring.
- **Mass Gathering:** Civil disorder with relatively large-scale localized violence is imminent. Readiness actions may include increased law enforcement presence, putting hospitals and fire departments on alert and continuous situation monitoring.
- **Typical Notifications:** Dallas County HSEM staff, mayor/city manager(s)/county judge, Emergency Management Coordinators and Directors, fire departments/EMS, law enforcement, Emergency Management Council agency representatives, public works, and public information officers.
- Declaration of a "Level 2" may generally require the initiation of the "Escalated Response" activities identified in each ESF (annex) to this plan.

Level 1: Emergency Conditions

- The scope of the incident has expanded beyond the response capability of local agencies. The Dallas County EOC is staffed with representatives from the Emergency Management Council agencies and organizations and remains operational for the duration of the incident. The EOC fulfills requests for assistance from local governments and may seek regional mutual aid and/or state aid as needed.
- **Typical Events:** Large scale evacuation and sheltering for specific parts of the impact area due to a major incident or hurricane response, community wide threats such as large hazardous materials spill and wide scale flooding. Additional potential threats, definitions and actions are listed below:
 - **Coastal Weather Threat:** A coastal weather threat generally is a tropical storm or hurricane that develops in the Caribbean and intensifies in the Gulf of Mexico and may strike the Texas Gulf Coast. Hurricanes winds can exceed 155 miles per hour causing damaging winds, spawn tornadoes and microbursts, create storm surges along the coast, and cause extensive damage from heavy rainfall and flooding. Readiness actions include regular situation monitoring through State readiness conference calls; contact with evacuating coastal communities; identification of evacuation routes and contra-flow; deployment of Incident Management Teams; Urban Search & Rescue teams and regional resources to the Gulf Coast as requested by TDEM; review of plans and resource status; determining staff availability; activation of EOC; contact with the State of Texas Reception Center in Mesquite (as appropriate) and sheltering jurisdictions to identify available shelters and resource shortfalls; regular regional conference calls; placing a Liaison at the DDC; Incident Action Planning; and use of E-Team.
 - **Tropical Weather Threat:** The evacuation decision period is nearing for an approaching tropical weather system that may impact the local area. Readiness actions may include continuous situation monitoring, activation of the EOC, recommending precautionary actions for special facilities, placing emergency personnel and equipment into position for emergency operations, and preparing public transportation resources for evacuation support.
 - **Tornado Warning:** Tornado has been sited especially close to a populated area or moving towards a populated area. Readiness actions may include taking immediate shelter and put damage assessment teams on stand-by.
 - **Flash Flood Warning:** Flooding is imminent or occurring at specific locations. Readiness actions may include evacuations, rescue teams on alert, sheltering evacuees and/or others displaced by the flooding, and continuous monitoring of the situation.
 - **Mass Gathering:** Civil disorder is about to erupt into large-scale and widespread violence. Readiness actions may include having all EMS units on stand-by, all law enforcement present for duty, notify the DDC that

assistance may be needed and keep them apprised of the situation, and continuous situation monitoring is required.

- **Typical Notifications:** Mayor/city manager(s)/county judge, Emergency Management Coordinators and Directors, fire departments/EMS, law enforcement, Emergency Management Council agency representatives, public works, and public information officers
- Declaration of "Level 1" will generally require the initiation of the "Maximum Readiness" activities identified in each ESF (annex) to this plan.

7. Administration and Support

This section provides the policies on reporting, record keeping and preservation of records.

7.1 Agreements and Contracts

Should Dallas County or signatory municipal resources prove to be inadequate during an emergency; requests may be made for assistance from other local jurisdictions, other agencies, and industry in accordance with existing mutual-aid agreements and contracts and those agreements and contracts concluded during the emergency. Such assistance may include equipment, supplies, or personnel. All agreements should be entered into by authorized officials and should be in writing whenever possible. Agreements and contracts should identify the local officials authorized to request assistance pursuant to those documents.

In an effort to facilitate assistance pursuant to mutual aid agreements, the County's deployable grant-funded equipment is identified in the Texas Regional Response Network (TRRN).

The agreements and contracts pertinent to emergency management that we are a party to are summarized in Attachment 6.

7.2 Reports

Hazardous Materials Spill Report: If there is a release of hazardous materials of a type or quantity that must be reported to state and federal agencies, within the unincorporated portions of Dallas County, the department or agency responsible for the spill should make the required report. See ESF #10 Oil and Hazardous Materials Response (Annex D & Q), for more information. If the party responsible for a reportable spill cannot be located, the IC should ensure that the required report(s) are made.

Initial Emergency Report: This short report should be prepared and transmitted by the EOC when an on-going emergency incident appears likely to worsen and we may need assistance from other local governments or the State. See ESF #5 Emergency Management (Annex N) for the format and instructions for this report.

Situation Report: A daily situation report should be prepared and distributed by the EOC during major emergencies or disasters. See ESF #5 Emergency Management (Annex N), for the format of and instructions for this report.

WebEOC Report: WebEOC, as part of the Incident Management System should be used to send STAR requests and to maintain appropriate situational awareness of the event.

Other Reports: Several other reports covering specific functions are described in the ESFs (annexes) to this plan.

7.3 Records

Record Keeping for Emergency Operations by Dallas County and signatory municipalities.

The coordinator, in consultation with the Director is responsible for establishing the administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support emergency operations. This should be done in accordance with the established local fiscal policies and standard cost accounting guidelines.

- **Activity Logs:** The ICP and the EOC should maintain accurate logs recording key response activities, including:
 - Activation or deactivation of emergency facilities.
 - Emergency notifications to other local governments and to state and federal agencies.
 - Significant changes in the emergency situation.
 - Major commitments of resources or requests for additional resources from external sources.
 - Issuance of protective action recommendations to the public.
 - Evacuations.
 - Casualties.
 - Containment or termination of the incident.
- **Incident Costs:** All department and agencies should maintain records summarizing the use of personnel, equipment, and supplies during the response to day-to-day incidents to obtain an estimate of annual emergency response costs that can be used as in preparing future department or agency budgets.
- **Emergency or Disaster Costs:** For major emergencies or disasters, all departments and agencies participating in the emergency response should maintain detailed records of costs and expenditures for emergency operations. These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the state and/or federal government. Records could include:
 - Personnel costs, especially overtime costs
 - Equipment operations costs
 - Costs for leased or rented equipment.
 - Costs for contract services to support emergency operations.
 - Costs of specialized supplies expended for emergency operations.

Preservation of Records

In order to continue normal government operations following an emergency situation disaster, vital records must be protected. These include legal documents as well as property and tax records. The principal causes of damage to records are fire and water; therefore, essential records should be protected accordingly. Each

agency responsible for preparation of ESFs (annexes) to this plan should include protection of vital records in its SOGs.

If records are damaged during an emergency situation, the County may seek professional assistance to preserve and restore them.

7.4 Training

It should be the responsibility of each agency director to ensure that agency personnel, in accordance with the NIMS, possess the level of training, experience, credentialing, currency, physical and medical fitness, or capability for any positions they are tasked to fill.

7.5 Consumer Protection

Consumer complaints regarding alleged unfair or illegal business practices often occur in the aftermath of a disaster. Such complaints should be referred to the Dallas County District Attorney, who should pass such complaints to the Consumer Protection Division of the Office of the Attorney General.

7.6 Post-Incident and Exercise Review

The coordinator is responsible for organizing and conducting a critique following the conclusion of a significant emergency event/incident or exercise. The After-Action Report (AAR) should entail both written and verbal input from all appropriate participants. An Improvement Plan should be developed based on the deficiencies identified, and an individual, department, or agency should be assigned responsibility for correcting the deficiency and a due date should be established for that action.

8. Plan Development and Maintenance

This section is used to describe the changes to this document and the process in which it is accomplished. The spreadsheet is used to provide a date, description, name and initials of who made the change.

8.1 Plan Development

Dallas County HSEM is responsible for the overall development and completion of the Emergency Management Plan, including ESFs (annexes). The Emergency Management Director is responsible for approving and promulgating this plan.

8.2 Distribution of Planning Documents

The Emergency Management Coordinator should determine the distribution of this plan and its ESFs (annexes). In general, copies of plans and ESFs (annexes) should be distributed to those individuals, departments, agencies, and organizations tasked in this document. Copies should also be set aside for the EOC and other emergency facilities.

The Basic Plan should include a distribution list (See Attachment 1 to this plan) that indicates who receives copies of the basic plan and the various ESFs (annexes) to it. In general, individuals who receive annexes to the basic plan should also receive a copy of this plan, because the Basic Plan describes the emergency management organization and basic operational concepts.

8.3 Review

The Basic Plan and its ESFs (annexes) should be reviewed annually, or whenever necessary, by local officials to address significant changes within the jurisdiction that would affect the way plans are implemented. Plans should also be updated in response to new or revised planning mandates, exercise outcomes or as needed after incidents or disasters. The coordinator should establish a schedule for annual review of planning documents by those tasked in them.

8.4 Update

This plan should be updated based upon deficiencies identified during actual emergency situations and exercises and when changes in threat hazards, resources and capabilities, or government structure occur.

The Basic Plan and its ESFs (annexes) must be updated and submitted to TDEM **every five years**. Responsibility for revising or updating the Basic Plan is assigned to the coordinator. Responsibility for revising or updating the ESFs (annexes) to this plan is outlined in Section 4; 4.2, Assignment of Responsibilities, as well as in each ESF (annex). For details on the methods of updating planning documents as well as more information on when changes should be made, refer to "Texas Emergency Management Planning" section in the Texas Division of Emergency

Management (TDEM) *Texas Emergency Management Executive Guide* (FY 2019 Edition).

Revised or updated planning documents should be provided to all departments, agencies, and individuals tasked in those documents.

Government Code, Chapter 418.043(4) provides that TDEM should review local emergency management plans. The process for submitting new or updated planning documents to TDEM is described in the "Texas Emergency Management Planning" Section in the Texas Division of Emergency Management (TDEM) *Texas Emergency Management Executive Guide* (FY 2019 Edition). The Dallas County Coordinator is responsible for submitting copies of planning documents to the TDEM Policy and Plans Unit Planner for review.

9. Authority

This section outlines the authorities governing the enactment and implementation of this base plan.

- **Federal**

- Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93- 288, as amended
- 42 United States § 68 Disaster Relief Sub § IV. Major Disaster Assistance Programs Section Code § 5170. (2021, January 3, 2022). Procedure for Declaration.
- Emergency Planning and Community Right-to-Know Act, Section 301
-
- Emergency Management and Assistance Compact, Public Law 104-321
-
- Hazardous Waste Operations & Emergency Response, 29 CFR 1910.120
- Homeland Security Act of 2002
- Housing and Economic Recovery Act of 2008
- FEMA REP Manual/ NUREG 0654, April 2012
- Price-Anderson Amendments Act of 1988, Public Law 100-408, (as amended)
- Emergency Management Assistance Compact, Public Law 104-321
- Emergency Alert System, Code of Federal Regulations, (CFR) 47, Chapter 1, Subchapter A, Part 11
- Americans with Disabilities Act (ADA) of 1990, as amended
- ADA Guide for Local Governments, U.S. Department of Justice, July 2005
- Guidance on Planning for Integration of Functional Needs Support Services (FNSS) in General Population Shelters, November 2010
- Developing and Maintaining Emergency Operations Plans: Comprehensive Preparedness Guide (CPG) 101: Version 2.0 November 2010
- Disaster Relief Appropriations Act of 2013
- Homeland Security Presidential Directives
 - HSPD-3, Homeland Security Advisory System, March 2002
 - HSPD-5, Management of Domestic Incidents, February 2003
 - HSPD-7, Critical Infrastructure Identification, Prioritization and Protection December 2003
 - HSPD-8, National Preparedness, March 2011
 - HSPD-21, Public Health and Medical Preparedness
- National Incident Management System (NIMS), October 2017
- National Response Framework, January 2008
- The National Security Strategy, October 2022
- Nuclear/Radiological Incident Annex of the National Response Framework
- Chemical Safety Information, Site Security and Fuels Regulation Relief Act, 43 U.S.C. 5101-5127
- CERCLA "Superfund"
- Federal Radiological Emergency Response Plan
- NFPA 1600: Standard on Disaster/Emergency Management and Business Continuity Programs
- NFPA 3000: Standard for an Active Shooter/Hostile Event Response (ASHER)
- Post-Katrina Emergency Management Reform Act (PKEMRA), 2006

- Pet Evacuation and Transportation Standards Act (PETS Act), 2006
- Sandy Recovery Improvement Act (SIRA) of 2013
- Disaster Recovery Reform Act of 2018
- Executive Order 13347, Federal Register, Individuals with Disabilities in Emergency

- **State**
 - Constitution of the State of Texas
 - Texas Education Code, Chapter 88, Sections 88.112 - 88.116 South Central Interstate Forest Fire Protection Compact
 - State of Texas Emergency Management Plan
 - Texas Homeland Security Strategic Plan 2021-2025
 - Texas Local Government Code
 - Chapter 203, (as amended), Management and Preservation of Records
 - Chapter 229, (as amended), Miscellaneous Regulatory Authority of Municipalities
 - Title 6, Chapter 616 Emergency Interim Public Office Succession Act
 - Title 12, Chapter 391 Regional Planning Commission
 - Texas Government Code
 - Chapter 411 301-307, (as amended), Texas Department of Public Safety (Power Outage Alert)
 - Chapter 418, (as amended), Emergency Management
 - Chapter 421, (as amended), Homeland Security
 - Chapter 433, (as amended), State of Emergency
 - Chapter 791.006 (as amended) Liability in Fire Protection Contract or Provision of Law Enforcement Services
 - Chapter 791.025 (as amended) Contracts for Purchases
 - Chapter 791.027 (as amended) Emergency Assistance
 - Chapter 616 Emergency Interim Public Office Succession Act
 - Chapter 391 Regional Planning Commissions
 - State of Texas Health & Safety Code:
 - Chapter 778 Emergency Management Assistance Compact
 - Chapter 773 Emergency Medical Services
 - Executive Orders of the Governor
 - GA 05 Relating to Emergency Management of Natural and Human-Caused Events, Emergencies, and Disasters (2018)
 - RP 1 Relating to Emergency Management (2011)
 - RP 16 Relating to the Creation of the Statewide Texas Amber Alert Network (2002)
 - RP-40 Relating to the Designation of the National Incident Management Systems as the Incident Management System for the State of Texas (2005)
 -)
 -)
 - RP 59 Relating to the Renewal of Disaster Recovery Issues due to the Effects of Hurricanes Katrina and Rita (2006)
 - RP 68 Relating to the Creation of Blue Alert Program (2008)
 - RP 69 Relating to the Creation of the Governor's Commission for Disaster Recovery and Renewal (2008)
- Texas Water Code, Title 2
 - Subtitle B, Chapter 13 Water Rates and Services
 - Subtitle C, Chapter 16 Provisions Generally Applicable to Water Development
 - Texas State Historical Association. (2022). Texas Almanac. (E. Alvarez,

Ed.) Dallas: Texas State Historical Commission.

- State of Texas Administrative Code, Title 37, Part 1, Chapter 7, Division of Emergency Management
- **Local**
 - Adoption of Dallas County Hazard Mitigation Action Plan, Court Order 2015-1728, December 12, 2015.
 - Adoption of the 2008 Dallas County Emergency Management Plan. Commissioner's Court Order# 2008- 369, dated February 19, 2008.
 - Resolution, Court Order 2007-1500, Advanced Level of Preparedness from the Governor's Division of Emergency Management, dated July 31, 2007.
 - Adoption of the National Incident Management System (NIMS), Court Order 2005-1633, August 30, 2005.
 - Joint Resolution between the County of Dallas and the Cities of Balch Springs, Cockrell Hill, Addison, Highland Park, Hutchins, Seagoville, Sunnyvale, University Park, and Wilmer as amended.
 - Inter-local Agreements & Contracts. See the summary in Attachment 6.
 - North Central Texas Council of Governments (NCTCOG) Regional Response Plan

10. Explanation of Terms

This section lists acronyms and definitions to terms listed throughout this document.

Acronyms

AAR	After Action Report
ARC	American Red Cross
CBRNE	Chemical, Biological, Radiological, Nuclear, Explosive
CFR	Code of Federal Regulations
DOC	Disaster District Committee
OHS	Department of Homeland Security
EOC	Emergency Operations or Operating Center
FBI	Federal Bureau of Investigation
FEMA	Federal Emergency Management Agency, an element of the U.S. Department of Homeland Security
HazMap	Hazard Mitigation Action Plan
HazMat	Hazardous Material
THIRA	Threat and Hazard Identification and Risk Assessment
HSPD-5	Homeland Security Presidential Directive 5
IC	Incident Commander
ICP	Incident Command Post
res	Incident Command System
IP	Improvement Plan
JFO	Joint Field Office
JIC	Joint Information Center
JIS	Joint Information System
NIMS	National Incident Management System
NRF	National Response Framework
OSHA	Occupational Safety & Health Administration
PIO	Public Information Officer
SOGs	Standard Operating Guidelines
SOC	State Operations Center
STAR	State of Texas Assistance Request
TRRN	Texas Regional Response Network
TSA	The Salvation Army
VOAD	Voluntary Organizations Active in Disasters

Definitions

- Area Command/Unified Area Command: An organization established 1) to oversee the management of multiple incidents that are each being managed by an ICS organization or 2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Sets overall strategy and priorities, allocates critical resources according to those priorities, ensures that incidents are properly managed, and ensures that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multi-jurisdictional.

- Authority Having Jurisdiction (AHJ): The Authority Having Jurisdiction is an entity that can create and administer processes to qualify, certify and credential personnel for incident-related positions. AHJs include state, tribal, or federal government departments and agencies, training commissions, NGO's, or companies as well as local organizations such as police, fire, public health or public works.
- CBRNE: Acronym for Chemical, Biological, Radiological, Nuclear and Explosives. CBRNE materials are utilized in weapons of mass destruction. However, CBRNE events can also happen accidentally.
- Disaster District: Disaster Districts are regional state emergency management organizations mandated by the Executive Order of the Governor relating to Emergency Management whose boundaries parallel those of Highway Patrol Districts and Sub-Districts of the Texas Department of Public Safety.
- Disaster District Committee (DDC): The DDC consists of a chairperson (the local Highway Patrol captain or command lieutenant), and agency representatives that mirror the membership of the State Emergency Management Council. The DDC Chairperson, supported by committee members, is responsible for identifying, coordinating the use of, committing, and directing state resources within the district to respond to emergencies.
- Emergency Operations Center (EOC): Specially equipped facilities from which government officials exercise direction and control and coordinate necessary resources in an emergency situation.
- Emergency Operations Center (EOC) Director: The term "EOC Director" is a term that refers to the individual who heads the team that works in an EOC when it is activated. In actual practice, this position may have a variety of titles, such as EOC Manager or EOC Coordinator, depending on the plans and guidelines of the jurisdiction/organization.
- Emergency Operations Plan (EOP): The ongoing plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards. It describes how people and property should be protected; details who is responsible for carrying out specific actions; identifies the personnel, equipment, facilities, supplies, and other resources available; and outlines how all actions should be coordinated.
- Emergency Support Functions (ESF): Used by the Federal government and many State governments as the primary mechanism at the operational level to organize and provide assistance. ESFs align categories or resources and provide strategic objectives for their use. ESFs use standardized resource management concepts such as typing, inventorying, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.
- Emergency Situations: As used in this plan, is intended to describe either an emergency or disaster.

- Emergency: As defined by FEMA, an emergency is any occasion or instance - such as a hurricane, tornado, storm, flood, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, fire, explosion, nuclear accident, or any other natural or man-made catastrophe - that warrants action to save lives and to protect property, public health, and safety.
- Disaster: A disaster is the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, extreme heat, other public calamity requiring emergency action or emergency.
- Hazard: A natural, technological, or human-caused source or cause of harm or difficulty.
- Hazard Analysis: A document, published separately from this plan, identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property, or the environment.
- Hazardous Material (HazMat): A substance in a quantity or form posing an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental occurrence. Is toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed. This includes toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances.
- Incident: An event that has the potential to cause interruption, disruption, loss, emergency, crisis, disaster, or catastrophe.
- Incident Commander (IC): The Incident Commander (IC) is the individual responsible for on-scene incident activities, including developing incident objectives, ordering, and releasing resources. The IC has overall authority and responsibility for conducting incident operations.
- Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, guidelines, and communications operating within a common organizational structure and designed to aid in the management of resources during incidents.
- Inter-local agreements: These are arrangements between governments or organizations, either public or private, for reciprocal aid and assistance

during emergency situations where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. They are commonly referred to as mutual aid agreements.

- Joint Information Center: A facility in which personnel coordinate incident-related public information activities. The JIC serves as the central point of contact for all new media. Public information officials from all participating agencies co-located at, or virtually coordinate through, the JIC.
- Joint Information System: A structure that integrates overarching incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, accurate, accessible, timely, and complete information during crisis or incident operations.
- Jurisdiction: Jurisdiction has more than one definition. Each use depends on the context: 1) A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g. city, county, tribal, State, or Federal boundary lines) or functional (e.g. law enforcement, public health); or 2) A political subdivision (e.g. Federal, State, county, parish, municipality) with the responsibility for ensuring public safety, health, and welfare within its legal authorities and geographic boundaries.
- Levels of government
 - Field Response: This level is where emergency response personnel and resources, under the command of an appropriate authority, carry out tactical decisions and activities in direct response to an incident or threat. ICS is used to control and coordinate field-level response activities. ICS provides a standard organizational structure to facilitate coordination of multiple response organizations at the field level. Departmental plans describe implementation of ICS in the various city departments.
 - Local government: Local governments include cities, counties and special districts. Local governments manage and coordinate the overall emergency response and recovery activities within their jurisdiction. The local government emergency management organization and its relationship to field response level may vary, depending upon factors related to geographical size, population, function and complexity.
 - County: This term encompasses all political subdivisions located within the County, including special districts. The County manages and/or coordinates information, resources and priorities among local governments within the County and serves as the coordinator and communications link between local government level and the regional level.
 - Region: The State of Texas is divided into 24 regional mutual aid jurisdictions, based upon existing Councils of Governmental regional

boundaries. Dallas County is part of the North Central Texas Council of Governments (NCTCOG), Collin, Dallas, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant and Wise counties. The regional level manages and coordinates information and resources among the local governments and counties within the 16-county area. The regional level also coordinates overall State agency support for emergency response activities within the region.

- State: Texas Department of Emergency Managers (TDEM) manages State resources to the emergency needs of the local and regional jurisdictional levels, manages and coordinates mutual aid among the mutual aid regions and between the regional level and State level, and serves as the coordination and communications link to the Federal disaster response system. The State response structure is organized into zones referred to as Disaster Districts. Dallas County is located within Disaster District 48.
- Mutual Aid Agreement or Assistance Agreement: A written or oral agreement between and among agencies/organizations and/or jurisdictions that provides a mechanism to quickly obtain assistance in the form of personnel, equipment, material, and other associated services. The primary objective is to facilitate the rapid, short-term deployment of support prior to, during, and/or after an incident.
- Public Information: Information that is disseminated to the public via multiple media outlets before, during, and/or after an emergency or disaster, ensuring the whole community are addressed.
- Stafford Act: The Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizes federal agencies to undertake special measures designed to assist the efforts of states in expediting the rendering of aid, assistance, emergency services, and reconstruction and rehabilitation of areas devastated by disaster.
- Standard Operating Guidelines: Approved methods for accomplishing a task or set of tasks. SOGs are typically prepared at the department or agency level.

11. Attachments

This section lists supporting attachments and appendices, if any, to this base plan.

Attachment 1: Distribution List

Attachment 2: Organization for Emergency Management

Attachment 3: Emergency Management Functional Responsibility Matrix

Attachment 4: ESF (Annex) Assignments

Attachment 5: Summary of Agreements & Contracts

Attachment 6: National Incident Management System Summary

Attachment 7: Threat and Hazard Identification Risk Assessment

Attachment 8: Signatory Municipality Signed Ordinances

Attachment 9: Dallas County Department Emergency Responsibilities

Attachment 1 - Distribution List

Emergency Management Plan and ESF (Annex) Distribution



Dallas County Office of Homeland Security and Emergency Management

Department/ Agency	Number of Copies*	Basic Plan (BP /ESF Annex)
American Red Cross (ARC)	1	All
Auditor	1	All
Auto Service Center	1	All
Budget & Evaluation, Office of	1	All
City of Balch Springs	1	All
City of Cockrell Hill	1	All
City of Hutchins	1	All
City of Seagoville	1	All
City of University Park	1	All
City of Wilmer	1	All
Communications & Central Services	1	All
Community Supervision & Corrections	1	All
Constables, Each	1	All
County Administrator	1	All
County Clerk	1	All
County Commissioners (Each	1	All
County Judge	1	All
County Treasurer	1	All
Dallas Area Rapid Transit (DART)	1	All
Dallas County Community College District DCCCD,	1	All
Dallas County Hospital District/Parkland	1	All
Dallas Independent School District DISD	1	All
Dallas Water Utilities	1	All
District Attorney	1	All
Elections	1	All
EOC - Finance/Administration	1	All
EOC - Logistics	1	All
EOC - Operations	1	All
EOC - Planning	1	All
Facilities Management	1	All
Texas Division of Emergency Management, Regional Liaison Officer RLO	1	All
Health & Human Service - Environmental Health	1	All
Health & Human Services	1	All
Human Resources	1	All
Institute of Forensic Sciences	1	All
IT Services	1	All
Jury Services	1	All

Emergency Management Plan and ESF (Annex) Distribution

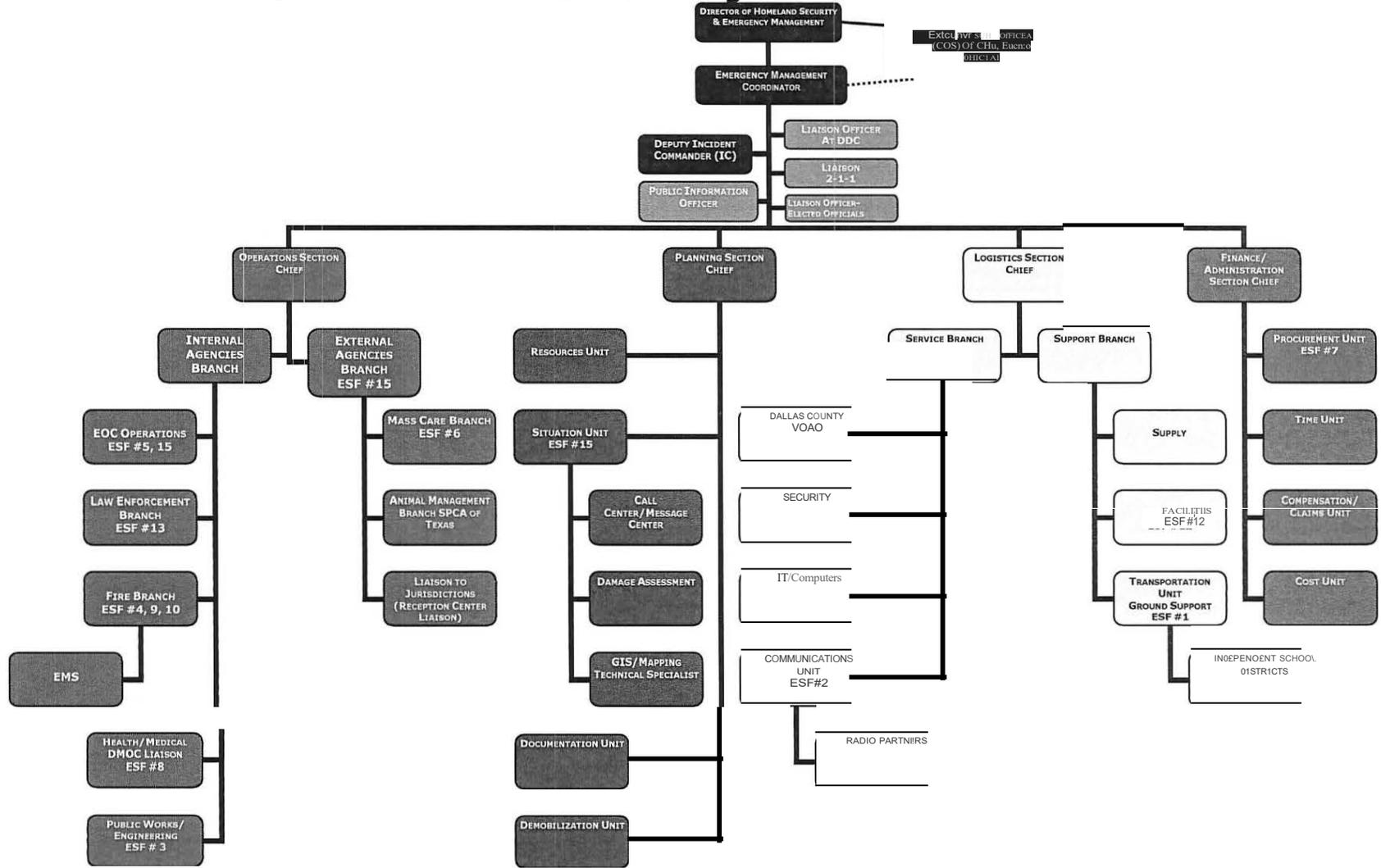


Dallas County Office of Homeland Security and Emergency Management

Justice of the Peace (Each)	1	All
Local Emergency Planning Committee (LEPC)	1	All
Dallas County Fire Marshal's Office - Dallas County Volunteer Fire & Rescue	1	All
Fire Marshal's Office	1	All
Dallas County Security Department	1	All
Office of Homeland Security & Emergency Management (HSEM)	1	All
Planning & Development	1	All
Public Works	1	All
Purchasing	1	All
Road & Bridge Districts (Each)	1	All
Sheriff's Dispatch Communications	1	All
Sheriff's Office	1	All
Southern Methodist University SMU	1	All
Tax Assessor	1	All
Texas Cooperative Extension Service	1	All
The Salvation Army TSA	1	All
Town of Addison	1	All
Town of Highland Park	1	All
Town of Sunnyvale	1	All

*Copies of the Dallas County EMP are distributed in electronic format via CD or portable flash drives. It is up to each Department/Agency to print off and maintain the appropriate number of copies they require.

Attachment 2 - Organization for Emergency Management



Attachment 4 - Emergency Support Functions (ESF)

Emergency Support Function (ESF)	Assigned to:
1: Transportation	Office of Homeland Security and Emergency Management (HSEM)
2: Communications	Dallas County Sheriff's Office
3: Public Works and Engineering	Public Works Department
4: Fire Fighting	Dallas County Fire Marshall's Office
5: Emergency Management	Office of Homeland Security and Emergency Management (HSEM)
6: Mass Care, Emergency Assistance, Housing and Human Services	Dallas County Health and Human Services (DCHHS)
7: Logistics Management and Resource Support	Office of Homeland Security and Emergency Management (HSEM)
8: Public Health and Medical Services	Dallas County Health and Human Services (DCHHS)
9: Search and Rescue	Dallas County Fire Marshall's Office
10: Hazardous Materials and Spill	Dallas County Fire Marshall's Office
11: Agriculture and Natural Resources	Texas A&M AgriLife Extension Office
12: Energy	Facilities Management Department
13: Public Safety and Security	Dallas County Sheriff's Office
14: Long-Term Community Recovery	Superseded in accordance to National Disaster Recovery Framework
15: External Affairs	Office of Homeland Security and Emergency Management (HSEM) and Office of County Judge
Support Functions	
Donations Management	Office of Homeland Security and Emergency Management (HSEM)
Legal	Dallas County District Attorney (DA)
Warning	Dallas County Sheriff's Office
Evacuation	Office of Homeland Security and Emergency Management (HSEM)
Terrorist Response	Dallas County Sheriff's Office
Hazard Functions	

Hazard Mitigation	Office of Homeland Security and Emergency Management (HSEM)
Recovery Functions	
Recovery	Office of Homeland Security and Emergency Management (HSEM)

Attachment 5 - Summary of Agreements & Contracts

Agreements

Description: Court Order: 2009 0380

Summary of Provisions: American Red Cross as supporting agency for ESF #6

Officials Authorized to Implement: Dallas County Emergency Operations Center

Costs: No Cost

Copies Held By: American Red Cross and Dallas County

Description: Court Order 2016-0405

Summary of Provisions: City of Dallas EOC Mutual Aid Reciprocity Agreement

Officials Authorized to Implement: Dallas County Emergency Operations Center and City of Dallas

Costs: No Cost

Copies Held By: Dallas County and City of Dallas

Description: Court Order 2016-0979

Summary of Provisions: Cooperative working relationship and exchange of information

Officials Authorized to Implement: Dallas County Emergency Operations Center

Costs: None

Copies Held By: Dallas County and SPCA

Description: MOU between 2-1-1 Texas North Central Texas Dallas Region Area Information Center and Dallas County Office of Homeland Security and Emergency Management

Summary of Provisions: Cooperative working relationship and exchange of information

Officials Authorized to Implement:

Costs: None

Copies Held By: Dallas County and 2-1-1

Contracts

Description:

Summary of Provisions:

Officials Authorized to Implement:

Costs:

Copies Held By:

Attachment 6 - National Incident Management System (NIMS) Summary

BACKGROUND

- The NIMS system is the culmination of more than 40 years of effort to improve interoperability in incident management. This work began in the 1970s with local, state, and federal agencies collaborating to create a system called Firefighting Resources of California Organized for Potential Emergencies (FIRESCOPE). FIRESCOPE included ICS and the Multiagency Coordination System (MACS). In 1982, the agencies that developed FIRESCOPE and the National Wildfire Coordinating Group (NWCG) created the National Interagency Incident Management System (NIIMS), in part to make ICS and MACS guidance applicable to all types of incidents and all hazards. Recognizing the value of these systems, communities across the nation adopted ICS and MACS, but adoption was not universal.
- The need for an integrated nationwide incident management system with standard structures, terminology, processes, and resources became clear, in the aftermath of the 2001 terrorist attacks. The Department of Homeland Security (DHS) led a national effort to consolidate, expand, and enhance the previous work of FIRESCOPE, NIIMS, and others to develop NIMS.
- The Federal Emergency Management Agency (FEMA) published the first NIMS document in 2004 and revised it in 2008. The 2017 version of NIMS reflects progress since 2008 based on lessons learned, best practices, and changes in national policy also including updates to the National Preparedness System. Additionally, the 2017 version of the NIMS:
 - Reiterates concepts and principles of the earlier versions of NIMS;
 - Provides additional guidance for EOCs; and
 - Describes how NIMS command and coordination mechanisms fit together.

COMPONENTS

- Command and Management: The incident management structures employed by the NIMS can be used to manage emergency incidents or non-emergency events such as celebrations. The system works equally well for small incidents and large-scale emergency situations. The system has built-in flexibility to grow or shrink depending on current needs. It is a standardized system, so personnel from a variety of agencies and geographic locations can be rapidly incorporated into a common management structure.
 - Incident Command System (ICS): A standardized; on-scene emergency management construct specifically designed to provide an integrated
-

organizational structure that reflects the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, guidelines, and communications operating within a common organizational structure and designed to aid in the management of the resources during incidents.

1) Features of ICS

ICS has a number of features that work together to make it a real management system. Among the primary attributes of ICS are:

- a) Incident Commander. The Incident Commander (IC) is the individual responsible for on-scene incident activities, including developing incident objectives, ordering, and releasing resources. The IC has overall authority and responsibility for conducting incident operations.
 - b) Common Terminology: ICS requires the use of common terminology, such as the use of standard titles for facilities and positions within an organization, to ensure efficient and clear communications.
 - c) Organizational Resources: All resources including personnel, facilities, major equipment, and supply items used to support incident management activities must be "typed" with respect to capability. This typing should minimize confusion and enhance interoperability.
 - d) Manageable Span of Control: Span of control should ideally vary from three to seven. Anything less or more requires expansion or consolidation of the organization.
 - e) Organizational Facilities: Common terminology is used to define incident facilities, the activities conducted at these facilities, and the organizational positions that can be found working there.
 - f) Use of Position Titles: All ICS positions have distinct titles.
 - g) Reliance on an Incident Action Plan: The incident action plan, which may be verbal or written, is intended to provide supervisory personnel with a common understanding of the situation and direction for future action. The plan includes a statement of objectives, organizational description, assignments, and support material such as maps. Written plans are desirable when two or more jurisdictions are involved, when state and/or federal agencies are
-

assisting local response personnel, or there has been significant turnover in the incident staff.

- h) Integrated Communications: Integrated communications includes interfacing disparate communications as effectively as possible, planning for the use of all available systems and frequencies, and requiring the use of clear text in communications.
- i) Accountability: JCS is based on an orderly chain of command, check-in for all responders, and only one supervisor for each responder.

2) Unified Command

- a) Unified Command is a variant of JCS used when there is more than one agency or jurisdiction with responsibility for the incident or when personnel and equipment from a number of different agencies or jurisdictions are responding to it. This might occur when the incident site crosses jurisdictional boundaries or when an emergency situation involves matters for which state and/or federal agencies have regulatory responsibility or legal requirements.
- b) JCS Unified Command is intended to integrate the efforts of multiple agencies and jurisdictions. The major change from a normal JCS structure is at the top. In a Unified command, senior representatives of each agency or jurisdiction responding to the incident collectively agree on objectives, priorities, and an overall strategy or strategies to accomplish objectives; approve a coordinated Incident Action Plan; and designate an Operations Section Chief. The Operations Section Chief is responsible for managing available resources to achieve objectives. Agency and jurisdictional resources remain under the administrative control of their agencies or jurisdictions but respond to mission assignments and direction provided by the Operations Section Chief based on the requirements of the Incident Action Plan.

3) Area Command

- a) An Area Command is intended for situations where there are multiple incidents that are each being managed by an JCS organization or to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command becomes Unified Area Command when incidents are multi-jurisdictional.
 - b) The organization of an Area Command is different from a Unified Command in that there is no operations section, since all operations are conducted on-scene, at the separate ICPs.
-

- **Multi-agency Coordination Systems:** Multi-agency coordination systems may be required for incidents that require higher-level resource management or information management. The components of multi-agency coordination systems include facilities, equipment, EOCs, specific multi-agency coordination entities, personnel, guidelines, and communications; all of which are integrated into a common framework for coordinating and supporting incident management.
 - **Public Information:** The NIMS system fully integrates the ICS Joint Information System (JIS) and the Joint Information Center (JIC). The JIC is a physical location where public information staff involved in incident management activities can collocate to perform critical emergency information, crisis communications, and public affairs functions. More information on JICs can be obtained in the OHS *National Incident Management System Plan*, dated March 2004.
 - **Preparedness:** Preparedness activities include planning, training, and exercises as well as certification of response personnel, and equipment acquisition and certification. Activities would also include the creation of mutual aid agreements and Emergency Management Assistance Compacts. Any public information activities such as publication management would also be preparedness activities.
 - **Resource Management:** All resources, such as equipment and personnel, must be identified and typed. Systems for describing, inventorying, requesting, and tracking resources must also be established.
 - **Communications and Information Management:** Adherence to NIMS specified standards by all agencies ensures interoperability and compatibility in communications and information management.
 - **Supporting Technologies:** This would include any technologies that enhance the capabilities essential to implementing the NIMS. For instance, voice and data communication systems, resource tracking systems, or data display systems.
 - **Ongoing Management and Maintenance:** The NIMS Integration Center provides strategic direction and oversight in support of routine review and continual refinement of both the system and its components over the long term.
 - **Authority Having Jurisdiction:** The Authority Having Jurisdiction (AHJ) is an entity that can create and administer processes to qualify, certify, and credential personnel for incident-related positions. AHJs include state, tribal, or federal government departments, agencies, and training commissions, NGOs, or companies, as well as local organizations such as police, fire, public health or public works.
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- Emergency Operations Plan (EOP): The ongoing plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards. It describes how people and property may be protected; details who is responsible for carrying out specific actions; identifies the personnel, equipment, facilities, supplies, and other resources available; and outlines how all actions should be coordinated.



Attachment 7 - Threat and Hazard Identification Risk Assessment

Profiling Hazards

This section of the plan provides an overview of the specific natural, technological, and manmade hazards that can affect Dallas County, including information on historical occurrences and the probability of future occurrences. The following table contains the Threat and Hazard and Risk Assessment (THIRA) for Dallas County. Threat and Hazard Identification and Risk Assessment was performed to determine the hazards that pose the greatest threat that might impact to people, property, environment, Dallas County employees, Dallas County facilities, and Dallas County Business Processes. Numerical values were assigned to each event for the following factors:

Threat (T):

Threats were ranked from 1 (highly unlikely to occur) to 3 (may occur) as show below:

Figure 1:

	Probability
	3 highly likely to occur
	2 (moderately likely to occur)
	1(least likely to occur)
	0 (unlikely to occur)

Vulnerability (V)

Vulnerability scores were determined using Vulnerability Assessment Worksheets, which evaluated potential risk due to natural/technological hazards on six factors. These factors include:

- Human Impact (possibility of death of injury)
- Property Impact (physical losses and damages)
- Business Impact (interruption of services)
- County Preparedness (preplanning)
- Internal Response (time, effectiveness, resources)
- External Response (community/mutual aid staff and supplies)

Figure 2:

	Definition
0	N/A
1	Low
2	Moderate
3	High

- Impact within the **county** and impact outside the **county**:
Determining the impact outside the site was also ranked on a 0 to 3 scale with 0 meaning there would be no loss to the outside jurisdiction and 3 meaning there would be a very high loss to the site.

- **County** Preparedness:

Consequences of a disaster event can be greatly minimized by the measures taken in the **county** to prevent or response to those hazards. These measures usually fall under the Plans, Organization, Equipment, Training and Exercise (POETE) umbrella. Each hazard was ranked on a 0 to 3 scale based on their susceptibility to disasters including how prepared the site was to prepare for certain events.



A summary of the major hazards that Dallas County may face is provided in Table 1

1. These major hazards are identified as natural, manmade, and technological hazards. Table 1: Summary of Risk Assessment Data identifies the threat, vulnerability, consequence, risk score, and risk level to the residents in Dallas County.

Table 2 identifies the risk levels. Additional hazard information is provided in our Dallas County Threat and Hazard Identification and Risk Assessment (THIRA), which is published separately

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-
-
-



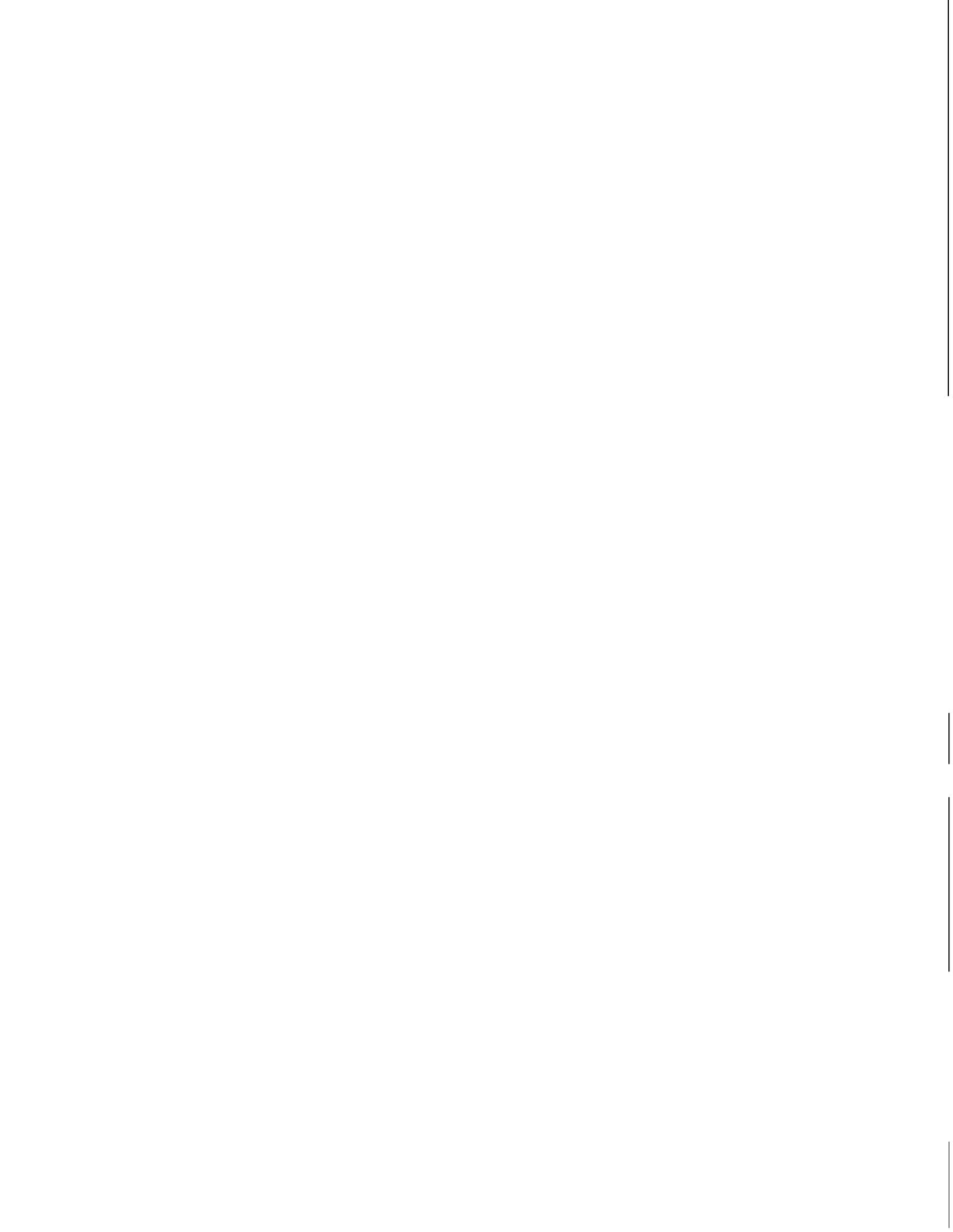


Table 1:

Alert Type	PROBABILITY	SEVERITY = (MAGNITUDE - MITIGATION)						RISK
		HUMAN IMPACT	PROPERTY IMPACT	BUSINESS IMPACT	PREPARED-NESS	INTERNAL RESPONSE	EXTERNAL RESPONSE	
	Likelihood this will occur	Possibility of death or injury	Physical losses and damages	Interruption of services	Preplanning	Time, effectiveness, resources	Community/Mutual Aid staff and supplies	* Relative threat
SCORE	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = High 2 = Moderate 3 = Low	0 = N/A 1 = High 2 = Moderate 3 = Low	0 = N/A 1 = High 2 = Moderate 3 = Low	0 - 100%
Dam/Levee Failure	2	3	3	2	2	2	2	16%
Drought	2	3	2	2	2	2	2	15%
Earthquake	2	2	3	3	2	1	1	14%
Extreme Temperatures	3	3	2	2	3	2	2	17%
Flooding	3	2	2	3	2	2	2	16%
Hazardous Materials Incident	2	3	2	2	2	2	2	15%
Karst Topography	1	1	2	1	1	2	2	10%
Mass Casualty	2	3	1	2	2	2	2	14%
Mass Gathering	3	3	1	1	2	2	2	14%
Severe Weather Thunderstorms (Includes high winds, hail, lightning)	3	3	3	3	3	3	3	21%
Severe Winter Storms (includes snow & ice)	3	3	3	3	2	3	3	20%
Solar Geomagnetic Storm	1	1	1	2	1	1	1	8%
Threat/Hazard	3	3	1	1	1	3	2	14%
Tornadoes	3	3	3	3	2	3	3	20%
Wildfire /Wildland Fire	1	3	3	3	2	3	3	18%

Attachment 8 - Signatory Municipality Signed Resolutions

<ATTACHED AS SIGNED>



Attachment 9 - Dallas County Department Emergency Responsibilities

Emergency Preparedness for Dallas County Departments Self-Assessment Check List

Each Dallas County Department is encouraged to complete the emergency preparedness self-assessment check. This checklist is designed to provide department directors, elected officials, judicial officials, safety coordinators and others with basic emergency preparedness information. This document is for internal use only and should not be sent to anyone outside your agency.

If you have any questions, please contact HSEM at 214-653-7980.

The Dallas County Emergency Operations Plan (EOP or the Plan) is a multidisciplinary all-hazards plan that establishes a comprehensive framework for the management of major emergencies and disasters within Dallas County. The Plan is implemented when it becomes necessary to mobilize the resources of the identified departments and agencies to save lives and protect property and infrastructure. The Plan assigns primary and secondary roles and responsibilities to departments and agencies. The Plan requires departmental planning, training, and exercises to occur prior to a real-world event in order for the County to respond effectively.

The successful implementation of the Plan is contingent upon a collaborative approach with a wide range of departmental, partner agencies and organizations that provide crucial support during emergency operations. The Plan recognizes the significant role of all departments, agencies and organizations shall perform during emergencies and disasters and their specific roles and responsibilities are included in the Plan.

Your assigned roles and responsibilities include:

- Be prepared to perform assigned duties identified in the Plan 24/7.
 - Provide senior representatives to the Emergency Operations Center (EOC), incident command post, or other identified emergency locations when activated and requested.
 - Determine which of your employees are essential or non-essential to carry out your assigned emergency responsibilities, in accordance with the Plan. Ensure they are aware of this designation. Ensure employees know how they will be informed regarding reporting to work during emergencies.
 - Conduct operations in accordance with the Incident Command System, applicable Homeland Security Directives, and the National Response Framework. (FEMA Training courses ICS 100, 200, 700 and 800 are required for those working in the EOC).
 - Participate in planning, preparedness activities, exercises and training designed to prepare your staff to accomplish assigned emergency response and recovery responsibilities.
-

- Maintain financial records in accordance with guidance from the County Auditor, HSEM and other applicable County/State procedures.
- Appoint and assign Department Safety Coordinators to work with employees and the public prior to and during emergencies affecting your department. Safety Coordinators are empowered to act on behalf of department senior management in an emergency event. Backup Safety Coordinators should be appointed. Participation as a Safety Coordinator is a voluntary function.
- Ensure HSEM has emergency contacts for your department; including department head and a minimum of two alternates with decision-making authority that would have availability to report to EOC when required.
- Conduct a survey of employees and know County of residence.
- In cooperation with the County IT Department, establish, maintain, and exercise employee emergency notifications and callback. Ensure employees are informed of how to register their personal cellphone and email in the Dallas County Emergency Notification System in order to receive emergency notifications.
- Develop and maintain an inventory of department resources that would be applicable to accomplishing assigned emergency functions.
- Maintain an approved agency/department-specific Continuity of Operations Plan (COOP) in accordance with County guidelines and standards, including identifying and preparing an alternate site(s) for the efficient relocation of operations.
- Safeguard vital records always including digital data.
- In cooperation with HSEM and County Purchasing, establish stand-by contracts for services, equipment, and other resources for your department.
- In cooperation with HSEM, establish mutual aid agreements with surrounding municipalities and regional capabilities.
- Periodically review all emergency plans, policies, and procedures.
- Familiarize and train all personnel with their emergency responsibilities and procedures on a regular basis. HSEM offers training to departments.
- Familiarize all personnel with availability of emergency action plans, procedures, checklist and information on-line at the HSEM website on the tab "Employee Emergency Information". This link is available from County owned computers.
- Familiarize all personnel with the topic of "Active Shooter". Training is available through several County departments and on-line.
- Obtain and use NOAA Weather Radio units provided by HSEM.
- Be familiar with "safe areas" in your building(s) or work area for employees to use during tornadoes or other severe weather. Tornado Safe Area signs are displayed throughout most County buildings.

Updated April 2019A

12. References

This section lists references used in the creation of this document.

1. Texas Department of Public Safety, Governor's Division of Emergency Management, *Disaster Recovery Manual*
 2. Texas Department of Public Safety, Governor's Division of Emergency Management, *Mitigation Handbook*
 3. FEMA, Independent Study Course, IS-288: *The Role of Voluntary Organizations in Emergency Management*
 4. FEMA, *State and Local Guide (SLG) 101: Guide for All-Hazard Emergency Operations Planning*
 5. U. S. Department of Homeland Security, *National Response Framework*
 6. 79th Texas Legislature, *House Bill 3111*
 7. *Government Code, Chapter 418*
 8. FEMA, *National Preparedness Guidelines, 2017*
 9. FEMA, *National Incident Management System, 2017*
 10. FEMA, *National Disaster Recovery Framework, June 2016*
 11. North Central Texas Council of Governments, *Threat and Hazard Identification Assessment Report, 2017*
 12. *Texas Administrative Code Title 37, Chapter 7*
 13. TDEM, *Texas Emergency Management Executive Guide FY2019 Edition*
-



Prepared by:

Dallas County Office of Homeland Security and Emergency Management (HSEM).

The 2024 Dallas County Emergency Management Base Plan is a viable document, which should be reviewed and updated periodically.

Comments, suggestions, corrections and additions are encouraged from all interested parties.

Please send review comments to:

Chief of Emergency Services/Emergency Management Coordinator
Dallas County Office of Homeland Security and Emergency Management
2121 Panoramic Circle, Suite 240
Dallas, TX 75212

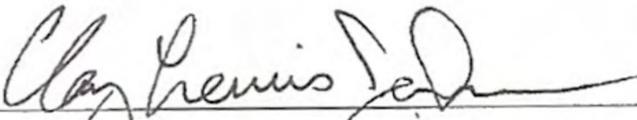


Approval and Implementation

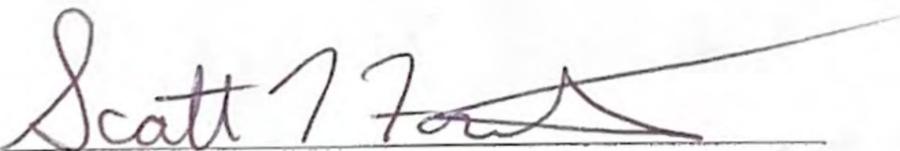
This Emergency Management Plan is considered approved when signed by the jurisdiction's authorized Representatives.

The Dallas County Emergency Management Plan

This Emergency Management Plan is hereby approved. This plan is effective immediately and precedes all previous editions. The Dallas County Emergency Management Plan has been approved as an Advanced level plan by Texas Department of Emergency Management.


Dallas County Judge

08/05/2024
Date


Dallas County Chief of Emergency Services

8/5/24
Date

Participating municipalities include: The City of Balch Springs; City of Cockrell Hill; Town of Addison; Town of Highland Park; City of Hutchins; City of Seagoville; Town of Sunnyvale; City of University Park; City of Wilmer. Signature pages for the municipalities are kept on file with the Dallas County Office of Homeland Security and Emergency Management.



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: September 9, 2024
ITEM: 14
DESCRIPTION: Consider a Resolution approving and authorizing the City Manager to execute a project specific agreement regarding striping various Type B public roadways, made pursuant to the Master Interlocal Agreement for road and bridge maintenance and repair between the City of Seagoville and Dallas County in an amount not to exceed six thousand five hundred thirty-one dollars and fifty cents (\$6,531.50).

INTRODUCTION

The purpose of this item is to provide the Public Works Department with assistance from Dallas County on roadway striping.

BACKGROUND

The City of on or about March 21, 2023, Dallas County, Texas and the City of Seagoville, Texas, entered into a Master Interlocal Agreement, whereby County agreed to provide road and bridge maintenance and repair on certain duly qualified Type "B" roadways, situated within the territorial limits and jurisdiction of City. The city now desires County to provide partial funding for a duly qualified project consisting of striping of designated public roadways situated in the city.

FINANCIAL IMPACT

\$6,531.50 Public Works Dept. Budget.

RECOMMENDATION

Public Works recommends approval.

ATTACHMENTS

1. Resolution
2. Project Specific Agreement

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC AGREEMENT REGARDING STRIPING VARIOUS TYPE B PUBLIC ROADWAYS, MADE PURSUANT TO THE MASTER INTERLOAL AGREEMENT FOR ROAD AND BRIDGE MAINTENANCE AND REPAIR BETWEEN THE CITY OF SEAGOVILLE AND DALLAS COUNTY IN AN AMOUNT NOT TO EXCEED \$6,531.50; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services; and

WHEREAS, on or about March 21, 2023, Dallas County, Texas (hereinafter “County”) and the City of Seagoville, Texas (hereinafter “City”), entered into a Master Interlocal Agreement (“Agreement”), whereby County agreed to provide road and bridge maintenance and repair on certain duly qualified Type “B” roadways, situated within the territorial limits and jurisdiction of City; and

WHEREAS, the City now desires County to provide partial funding for a duly qualified project consisting of striping of designated public roadways situated in the City; and

WHEREAS, the City Council has been presented with a proposed Project Specific Agreement for striping of various Type B public roadways situated in the City, made pursuant to the Master Agreement; and

WHEREAS, upon full review and consideration of the Project Specific Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Project Specific Agreement on behalf of the City of Seagoville, Texas;

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

SECTION 1. The Project Specific Agreement with Dallas County, Texas, attached hereto and incorporated herein by this reference as Exhibit “A” is hereby approved including the payment of compensation by the City not to exceed \$6,531.50 for the striping of various Type B public roadways situated in the City of Seagoville, Texas and the City Manager is hereby authorized to execute said Agreement in substantially the form of that attached hereto as Exhibit A along with all related and necessary documents.

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

DULY RESOLVED by the City Council of the City of Seagoville, Texas, this the ___ day of _____, 2024.

APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

AUTUMN KEEFER, ASST. CITY ATTORNEY

4858-1483-2095, v. 1

EXHIBIT A
Project Specific Agreement with Dallas County for Road Striping
[to be attached]

4858-1483-2095, v. 1

PROJECT SPECIFIC AGREEMENT
RE: Striping of Various Streets, “Type B” Public Roadways
MADE PURSUANT TO ROAD & BRIDGE MASTER INTERLOCAL AGREEMENT
BETWEEN DALLAS COUNTY AND THE CITY OF SEAGOVILLE, TEXAS

This Project Specific Agreement, (“PSA”), supplemental to the Master Interlocal Agreement (“Master Agreement”), is made by and between Dallas County, Texas, (“County”), and the City of Seagoville, Texas, (“City”), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance and repairs to be undertaken on “Type B” public roadways within the territorial limits and jurisdiction of the City (“Project”).

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

WHEREAS, on or about March 21, 2023, County and City entered into a Master Interlocal Agreement, whereby County agreed to provide road and bridge maintenance and repair on certain duly qualified “Type B” roadways situated within the territorial limits and jurisdiction of the City; and

WHEREAS, City now desires County to perform such transportation-related maintenance and repairs, on “Type B” public roadways, consisting of striping enumerated roadways situated in the City, as more fully described in Attachments A and B.

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

Witnesseth

Article I
Project Specific Agreement

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

Article II
Incorporated Documents

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

1. Master Agreement authorized by County Commissioners Court Order 2023-0352, dated March 21, 2023, and additions thereto as incorporated herein by reference;

2. Road List of proposed work sites, which is attached hereto as Attachment A and incorporated herein by reference; and
3. The Pavement Marking Estimate which is attached hereto as Attachment B and incorporated herein by reference.

Article III
Term of Agreement

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

Article IV
Project Description

This PSA is entered into by the parties for transportation-related maintenance and repairs on duly qualified “Type B” public roadways within the City. The Project shall consist of striping enumerated roadways in the City, within Dallas County Commissioner District 3, and as more fully described in Attachments A and B. The Project is authorized by the Master Agreement, with the parties’ obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and the County. The City has and hereby does give its approval for the expenditure of County funds for the maintenance and repair of “Type B” roadways located within the municipality.

Article V
Fiscal Funding

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

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

PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI **Agreements**

I. City's Responsibilities

1. City, at its own expense, shall be responsible for the following: (a) posting appropriate and required notices to inform the public of the proposed maintenance and repairs; (b) remediation of any hazardous or regulated materials, or other environmental hazard on or near the Project site; (c) locating all manholes, water valves, and other utilities within the Project; (d) making or causing to be made all utility relocations or adjustments necessary for execution and completion of the Project; (e) making sure roads are cleared of all build up debris along the area that is to be striped, especially along the edge line and (f) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the Project to be completed in a timely and safe manner.
2. City agrees to accomplish these functions in a timely and efficient manner to ensure that such activities will not delay the County's timely performance of its activities.
3. City shall further be responsible for maintaining the Project site/sites once the Project is completed.
4. City shall be in compliance with the Manual on Uniform Traffic Control Devices standards in ensuring safety during operations as outlined in the scope of work in Article IV, Project Description.

II. County's Responsibilities

1. County shall be responsible for performing all transportation-related maintenance services contemplated hereunder, specifically, roadway striping activity, as more fully set forth in Attachment B in a good and workmanlike manner.
2. County shall be responsible for setting up a pre-project meeting.

III. Funding

County and City mutually agree that the initial and anticipated Project cost is approximately \$13,063.00 as set forth in Attachment B. The parties hereto further agree that City shall be responsible to pay \$6,531.50. The parties hereto also further agree that County shall contribute the remaining amount of the "Type B" costs, in-kind, in the form of materials, labor, and equipment. In no event shall County's in-kind contribution exceed Fifty Percent (50%) of the actual Project cost for "Type B" roadwork. City shall only be liable and responsible for the amounts set forth in this PSA, and any properly executed amendments and/or supplements hereto.

City and County further agree as follows:

1. Should unforeseen and unforeseeable circumstances arise which adversely and materially impact the costs and expenses necessary to complete the Project as contemplated, County and City shall renegotiate the terms hereof, taking into proper

- account then-current conditions and estimated total costs to complete the Project.
2. Once approved by County and before commencement of the Project by County, City shall segregate, set aside, and place into an escrow account with the Dallas County Treasurer, the full dollar amount of City's share, \$6,531.50, representing the full amount to be paid to County either through monthly invoicing or upon completion of the Project, if the Project is completed in less than one month.

Article VII
Miscellaneous

- I. **Indemnification.** County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this PSA, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
- II. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual rights and responsibilities of the parties hereto.
- III. Applicable Law. This PSA is and shall be expressly subject to the County's and City's sovereign immunity and/or governmental immunity, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, as amended and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.
- IV. Notice. All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:

Director of Public Works
Dallas County
500 Elm Street, Suite 5300
Dallas, Texas 75202

and

Commissioner John Wiley Price
Road & Bridge District #3
500 Elm Street, Suite 7300
Dallas, Texas 75202

CITY:

Chris Ryan, Director of Public Works
City of Seagoville
101 N. Watson
Seagoville, Texas 75159

Either party may change its address for notice by giving the other party written notice thereof.

- V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain full force and effect.
- X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.
- XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council of the City of Seagoville.
- XII. Effective Date. The Contract shall commence on the Effective Date. The Effective Date of this Contract shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- XIII. No Joint Enterprise/Venture. The parties agree that no party is an agent, servant, or employee of the other parties. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance,

negligence, and deeds, and for those of their agents, servants, or employee in conjunction with this PSA. No joint enterprise/venture exists between the parties.

(the remainder of this page intentionally left blank)

(signatures appear on the following page)

The City of Seagoville, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution _____, minutes _____, dated the ___ day of _____, 2024.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number _____ and passed on the ___ day of _____, 2024.

Executed this the _____ day of _____, 2024

Executed this the _____ day of _____, 2024

CITY OF SEAGOVILLE:

COUNTY OF DALLAS:

LACKEY STEPPER SEBASTIAN
MAYOR

CLAY LEWIS JENKINS
DALLAS COUNTY JUDGE

ATTEST:

SARA EGAN
CITY SECRETARY

RECOMMENDED BY:

RECOMMENDED BY:

PATRICK STALLINGS
CITY MANAGER

DARRYL MARTIN
DALLAS COUNTY ADMINISTRATOR

**APPROVED AS TO FORM:
CITY OF SEAGOVILLE:**

**APPROVED AS TO FORM*:
DALLAS COUNTY
JOHN CREUZOT
DISTRICT ATTORNEY**

CITY ATTORNEY

CORTNEY PARKER
ASSISTANT DISTRICT ATTORNEY

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

Road List

Attachment (A)

City/Town:

Date

Contact Person

Seagoville

3/7/2024

Chris Ryan

Street

From

To

Type B 50/50 (City and County Shares Cost)

1	May Road	U.S. Highway 175 service road	East Farmers Road
2	Seagoville Road	U.S. Highway 175 service road	city limits east of Stark Road
3	North & South Kaufman St	Environmental Way	eastern city limits
4	Environmental way	U.S. Highway 175 service road	Bowers
5	Bowers	Environmental way	City limits
6	Water St	U.S. Highway 175 service road	S. Kaufman
7	Cubly Dr	U.S. Highway 175 service road	Potter
8	Potter St	Cubly	E simonds rd
9	Ferrell Dr	Potter	E simonds
10	Lakey rd	e Malloy br.	dead end
11	w Farmers rd	N. Kaufman	N watson
12	N watson	W farmers	Durham

TYPE B PAVEMENT MARKING ESTIMATE

Attachment (B)

Date:	March 7, 2024	Roadway:	Attached
Requested By:	Chris Ryan		
City:	Seagoville	Type:	B
City Share:	50%	Lanes:	2
Court Order / IJ:		Begin:	Varies
MAPSCO:	Varies	End:	Varies
		Roadway Length:	
		Pre-Marking Length:	Mile
		One-way travel time to Project:	Hours

MARKING LENGTH (Miles)

	BROKEN YELLOW	SOLID YELLOW	BROKEN WHITE	SOLID WHITE
ESTIMATE:	3.7	5.6	6.6	4.6
Actual:				
MATERIALS:	<u>EST. QUANT.</u>	<u>Actual QUANT.</u>	<u>UNIT PRICE</u>	<u>EST. COST</u>
Yellow Paint Gal	121.62	0.00	\$15.67	\$1,906.00
White Paint Gal	128.22	0.00	\$14.80	\$1,898.00
Beads LBS	1999.00	0.00	\$0.66	\$1,319.00
Other Cans	0.00	0.00	0.00	\$0.00
TOTAL MATERIALS:				\$5,123.00
LABOR				
Direct Labor:				
Hour	<u>Estimate Hours</u>	<u>Actual Hours</u>	<u>Hourly Rate (FR)</u>	<u>Estimate Cost</u>
Pre-Marking	0.00	0.00	\$121.17	\$0.00
Crew persons (3)	30.00	0.00	\$121.17	\$3,635.00
Administrative	4.00	0.00	\$115.82	\$463.00
			<i>Note: (FR) - with Fringes</i>	
Subtotal Direct Labor				\$4,098.00
Indirect Labor:		<u>% of Actual Salaries:</u>		
Indirect Costs		14.96		\$613.00
			<i>Value calculated by Office of Budget and Evaluation</i>	
TOTAL LABOR:				\$4,711.00
EQUIPMENT:				<u>Cost Estimate</u>
HRS	<u>Estimate Hours</u>	<u>Actual Hours</u>	<u>Hourly Rate</u>	
Survey Truck	4.00	0.00	\$19.00	\$76.00
Striper	30.00	0.00	\$81.70	\$2,451.00
Pickup	30.00	0.00	\$23.40	\$702.00
TOTAL EQUIPMENT:				\$3,229.00
TOTAL COST:				\$13,063.00
			<u>% of Cost</u>	
COST TO CITY			50%	\$6,531.50
COUNTY COST (in-kind)			50%	\$6,531.50



TO: Mayor and City Council
FROM: Gail French, Director of Finance
DATE: September 09, 2024
ITEM: 15
DESCRIPTION: Consider approving the Financial Policy for Fiscal Year 2024-2025.

INTRODUCTION

The purpose of this item is to discuss and consider approving City of Seagoville’s Financial Policies for Fiscal 2024-2025.

BACKGROUND

The Financial Policies constitute the framework upon which the City conducts its financial operations and builds the annual budget. The attached policies are consistent with those enacted in prior years and include no current revisions. The purpose of the City’s financial policies is to provide guidelines to enable City staff to achieve a long-term stable financial condition while conducting daily operations and providing services to the community. The scope of the policies covers accounting, auditing, financial reporting, internal controls, fiscal, financial condition and reserves, revenue management, expenditure control and capital financing/debt management. As an integral part of the annual budget and commencement of the fiscal year, Council is asked to reaffirm its commitment to the City’s financial policies.

FINANCIAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Financial Policy

City of Seagoville Financial Policies

Purpose Statement

The policies set forth below provide guidelines to enable the City staff to achieve a long-term, stable financial condition while conducting daily operations and providing services to the community. The City Manager and senior management follow these policies while developing the annual operating budget. The scope of these policies covers accounting, auditing, financial reporting, internal controls, fiscal, financial condition and reserve, revenue management, expenditure control and capital financing/debt management.

The long-range policies regarding financial management are as follows:

1. Exercise a discipline which allows the City to retain a sound financial condition.
2. Give recognition to the community's needs and ability to pay.
3. Strive to retain the best possible rating on bonds.

Accounting, Auditing and Financial Reporting

Accounting – The City's Director of Finance is responsible for establishing the chart of accounts and for properly recording financial transactions.

External Auditing – The City will be audited annually by outside independent accountants (auditors). The auditors must be a CPA firm and must demonstrate experience in the field of local government auditing. They must conduct the City's audit in accordance with generally accepted auditing standards and be knowledgeable in the Government Finance Officers Association (GFOA) Certificate of Achievement Program. The City will follow a five year rotation of outside independent auditors. The audited financial statements should be prepared within 180 days after the close of the fiscal year.

External Financial Reporting – The City will prepare and publish an Annual Comprehensive Financial Report (ACFR). The ACFR will be prepared in accordance with generally accepted accounting principles and will be presented annually to the Government Finance Officers Association (GFOA) for evaluation and awarding of the Certificate of Achievement for Excellence in Financial Reporting.

Interim Reporting – The Finance Department will prepare and issue timely reports on the City's fiscal status to the Mayor/Council and staff. This includes the following:

1. Monthly budget status reports to the City Manager and all Department Heads
2. Mid Year status report and fiscal year end projection of major funds (General and Water & Sewer funds)
3. Quarterly financial reports to Mayor and Council

Internal Controls

Written Procedures – The Director of Finance is responsible for developing written guidelines on accounting, cash handling and other financial matters which will be approved by the City Manager. The Finance Department will assist Department Directors, as needed, in tailoring such guidelines to fit each department's requirements.

Department Directors' Responsibility – Each Department Director is responsible to the City Manager to ensure that proper internal controls are followed throughout his or her department, that all guidelines on accounting and internal controls are implemented and that all independent auditor control recommendations are addressed.

Fiscal

Balanced Budget – Current available unrestricted operating revenue shall be sufficient to support current operating expenditures. Temporary shortages, or operating deficits, can and do occur, but they are not tolerated as extended trends. Measures are developed to provide additional revenue and/or reduced expenditures to eliminate operating deficits.

Long Range Planning – The budget process will be coordinated so as to identify major policy issues for City Council consideration in advance of the budget approval date so that proper decision analysis can be made.

Fixed Assets – Such assets will be reasonably safeguarded, properly accounted for and prudently used. The fixed asset inventory will be updated regularly.

Cash Management – The City's cash flow will be managed to maximize the investable cash in accordance with the City's investment policy.

Financial Condition and Reserve

Reserve Accounts – The General Fund unreserved undesignated fund balance should be adequate to handle unexpected decreases in revenues and a reasonable level for extraordinary unbudgeted expenditures. The General Fund balance policy should also be flexible enough to allow the City to weather economic downturns without raising taxes and/or reducing vital services. The General Fund is required to maintain a minimum 60-day reserve of budgeted expenditures.

City Enterprise Funds will compensate the General Fund for the general and administrative services thereby provided such as management, finance and personnel. The City will adopt annual utility rates which will generate revenues sufficient to cover operating expenses and meet the legal requirements of bond covenants. Rates will also fund adequate capital replacement of water distribution and sewerage collection systems. The Water and Sewer Fund is required to maintain a minimum of 60 days of budgeted expenses. These reserves are needed to protect against the possibility of temporary revenue shortfalls or unpredicted one-time expenditures.

Should either the General Fund reserve or the Water and Sewer Fund reserve fall below the minimum reserve requirement, revenue raising measures or expenditure reductions will be implemented to return the General Fund reserve and the Water and Sewer Fund reserve to the minimum level no later than the end of the following fiscal year.

Reserves (fund balance) will be used only for emergencies or to reduce balances in excess of current guidelines (60 days for the General Fund and 60 days for the Water and Sewer Fund), as long as they are spent for non-recurring items.

Revenue Management

Revenue Diversification – A diversified and stable revenue system will be maintained to shelter the City from short run fluctuations in any one revenue source.

Fees and Charges – The City will maximize utilization of user charges in lieu of property taxes for services that can be individually identified and where the costs are directly related to the level of service. There will be periodic review of fees and charges to ensure that fees provide adequate coverage of costs of service.

Use of One-time Revenues – One-time revenues will be used only for one-time expenditures. The City will avoid using temporary revenues to fund mainstream services.

Use of Unpredictable Revenue – The City will try to understand its revenue sources and enact consistent collection policies so that assurances can be provided that the revenue base will materialize according to budgets and plans. Use of unpredictable revenue will depend upon management’s determination whether the revenue is considered a one-time revenue or will recur annually.

Sufficiency – The benefits of revenue shall exceed the cost of producing the revenue.

Grants – Any potential grants shall be examined for matching requirements so that the source and availability of these funds may be determined before the grant application is made.

Utility Rates – The City shall review and adopt utility rates that shall generate revenues required to fully cover operating expenditures, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital needs.

Expenditure Control

Appropriations – The City Manager’s level of budgetary control is at the fund level for all funds. Modifications within a respective fund’s operating categories (materials, supplies and services) and/or modifications within the personnel and capital categories may be made with the approval of the City Manager. When a budget amendment among funds is necessary, it must be approved by the City Council.

Purchasing – All purchases shall be in accordance with both the City’s purchasing policy and state law.

Prompt Payment – All invoices will be paid upon 30 days of receipt in accordance with state law. Procedures will be used to take advantage of all cost-effective purchase discounts. Payments will be processed to maximize the City’s investable cash.

Department Directors’ Responsibility - Each Department Director is held accountable for meeting program objectives and monitoring the use of budget funds expended to ensure compliance with the annual appropriated budget approved by the City Council.

Capital Financing and Debt Management

Debt Capacity, Issuance and Management – Long term debt will not be used for operating purposes. Capital projects financed through bond proceeds shall be financed for a period not to exceed the useful life of the project. When

appropriate, self-supporting revenues will pay debt service in lieu of property taxes. The Debt Service current fiscal year debt requirement shall not exceed debt service property tax, self-supporting revenue and balances carried forward from the prior year. Unspent capital project proceeds are transferred to debt service at the completion of the capital project.

The Finance Department will monitor all City debt annually with the preparation of the annual budget. The Finance Department will diligently monitor the City's compliance to its bond covenants. The Finance Department will maintain ongoing communications with bond rating agencies about the City's financial condition and follow a policy of full disclosure on every financial report. The City has and will continue to retain a Financial Advisor in connection with any debt issuance.

NOTE:

To be adopted by City Council September 9, 2024.



TO: Mayor and City Council
FROM: Gail French, Director of Finance
DATE: September 09, 2024
ITEM: 16
DESCRIPTION: Consider approving the Investment Policy for Fiscal Year 2024-2025.

INTRODUCTION

The purpose of this item is to adopt the Investment Policy.

BACKGROUND

The City is required under Chapter 2256 of the Texas Government Code to annually adopt a written investment policy governing the investment of public funds.

FINANCIAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Investment Policy

CITY OF SEAGOVILLE, TEXAS

INVESTMENT POLICY

September 2024

CITY OF SEAGOVILLE, TEXAS INVESTMENT POLICY

PREFACE

It is the policy of the City of Seagoville (the “City”) that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return.

Effective cash management is recognized as essential to good fiscal management. An active cash management and investment policy will be pursued to take advantage of investment interest as a viable and material source of revenue for City funds. The City’s portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. The City will invest public funds in a manner that will provide the highest rate of return with the maximum security while meeting the daily cash flow demands of the City.

The City is required under the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) to adopt a formal written Investment Policy for the investment of public funds. These policies serve to satisfy the statutory requirement (including but not limited to the Public Funds Investment Act, Chapter 2256 of the Texas Government Code [PFIA] and the Public Funds Collateral Act, Chapter 2257 of the Texas Government Code) to define, adopt and review a formal investment strategy and policy.

**CITY OF SEAGOVILLE
INVESTMENT POLICY
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LIST

SAMPLE CERTIFICATION

CURRENT AUTHORIZED DEALERS

1. PURPOSE. The purpose of this investment policy (the “Policy”) is to set forth specific investment policy and strategy guidelines for the City in order to achieve the goals of safety and liquidity and achieve a market rate of return in all investment activities. On an annual basis, the City Council shall review the investment strategy and policy and shall approve Policy revisions, if any, by formal resolution.

2. SCOPE. The Investment Policy shall govern the investment of all financial assets considered to be part of the City entity, managed as separately invested assets and includes the following funds or fund types:

General Fund – used to account for resources traditionally associated with government, which are not required to be accounted for in another fund.

Special Revenue Funds – used to account for the proceeds from specific revenue sources which are restricted to expenditures for specific purposes.

Debt Service Fund – used to account for resources to be used for the payment of principal, interest and related costs on general obligation debt.

Capital Projects Funds – used to account for resources to enable the acquisition or construction of major capital facilities which are not financed by enterprise funds, internal service funds, or trust funds.

Enterprise Funds – used to account for operations that are financed and operated in a manner similar to private business enterprises.

This policy does not include funds governed by approved trust agreements, or assets administered for the benefit of the City by outside agencies under retirement or deferred compensation programs. Additionally, bond funds (including debt service and reserve funds) are governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds.

3. INVESTMENT STRATEGY. The City maintains a comprehensive and proactive cash management program that is designed to monitor and control all City funds to ensure maximum utilization and yield a market rate of return. The basic and underlying strategy of this program is that all of the City’s funds are earning interest. It is the responsibility and obligation of the City to maintain a flexible approach and be prepared to modify the investment strategy as market conditions dictate. The investment strategy described is predicated on conditions as now exist and are subject to change. The investment strategy emphasizes low credit risk, diversification, and the management of maturities. The strategy also considers the expertise and time constraints of the investment officers. The allowable investment instruments as defined in Section 6 of this Policy reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of securities offering independent returns. This strategy uses local government investment pools to achieve diversification (PFIA 2256.005 (b)(3)). The management of maturities refers to structuring the maturity dates of the direct investments so that investments mature as cash needs require.

3.1 The primary investment strategy and objectives of the City as specified in this Policy (See Section 4.) are listed below, in their order of importance:

- Safety and preservation of principal (PFIA 2256.005(b)(2));
- Maintenance of sufficient liquidity to meet operating needs (PFIA 2256.005 (b)(2); and
- Achieve a market rate of return on the investment portfolio (PFIA 2256.005 (b)(3))

3.2 The list of investments authorized by this Policy intentionally excludes some investments allowed by state law. The restrictions limit possible credit risk and provide the maximum measure of safety. Within the investment objectives, the investment strategy is to utilize authorized investments for maximum advantage to the City. To increase the interest earnings

for funds identified as being available for investment over longer periods of time based upon a cash requirements projection, the City will consider the following strategies:

3.2.1 **Strategy No. 1. - Diversification** Diversifying the City's investment opportunities through the use of local government investment pools as authorized by the City Council. An investment pool is an entity created to invest public funds jointly on behalf of its participants and whose investment objectives in order of priority match those objectives of the City. Funds are usually available from investment pools on a same-day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staff, investment pools are able to prudently invest in a variety of the investment types allowed by state law. In this manner, investment pools achieve diversification. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

3.2.2 **Strategy No. 2. - Ladder** Building a ladder of Investment Policy authorized securities with staggered maturities for all or part of the longer-term investable funds. The benefits of this ladder approach include the following:

- It is straight-forward and easily understood;
- It represents a prudent diversification method;
- All investments remain within the approved maturity horizon;
- It will normally allow the City to capture a reasonable portion of the yield curve; and
- It provides predictable cash flow with scheduled maturities and reinvestment opportunities.

3.2.3. **Strategy No. 3. – Investment Management Firm** At this time, the City does not use an investment management firm. Should the City determine a need, the following strategy will apply:

Pursuant to the Public Funds Investment Act (Texas Government Code 2256.003(4)(b)), the City may, at its discretion, contract with an investment management firm registered under the Investment Advisors Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for investment and non-discretionary management of its public funds or other funds under its control.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy. At no time shall the advisor take possession of securities or funds or otherwise be granted discretionary authority to transact business on behalf of the City. Any contract awarded by the City Council for investment advisory services may not exceed two years, with an option to extend by mutual consent of both parties (PFIA 2256.003(4)(b)).

Duties of the Investment Advisor shall include, but not be limited to, assistance in purchasing securities, securities clearance, producing required reports, pricing the portfolio, performing due diligence on broker/dealers, market monitoring and economic review.

Any Investment Advisor contracted by the City shall abide by the *Prudent Expert Rule*, whereby investment advice shall, at all times, be given with the judgment and care, under

circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker, but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

3.2.4. **Strategy No. 4. – Fund Investment Strategy** The City will maintain portfolio(s) that utilize four specific investment strategy considerations designed to address the unique characteristics of the fund group(s) represented in the portfolio(s):

3.2.4.1 Investment strategies for general fund and enterprise funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio that will experience minimal volatility during economic cycles through diversification by security type, maturity date and issuer. All security types, as authorized by this policy, are considered suitable investments for the aforementioned funds.

3.2.4.2 Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date(s). These funds have predictable payment schedules. Therefore, investment maturities shall not exceed the anticipated cash flow requirements.

3.2.4.3 Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund. Managing the Debt Service Reserve Fund's portfolio maturities to not exceed the call provisions of the bond issue will reduce the investment's market risk if the City's bonds are called and the reserve fund liquidated. No investment maturity shall exceed the final maturity of the bond issue.

3.2.4.4 Investment strategies for special projects or capital projects funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Market conditions and arbitrage regulations will influence the investment of capital project funds.

3.2.5 **Strategy No. 5 - Hold until Maturity.** The strategy of the City is to maintain sufficient liquidity in its portfolio so that it does not need to sell a security prior to maturity. Should it become necessary to sell a security prior to maturity, where the sale proceeds are less than the current book value, the prior written consent of the City Manager must be obtained. Securities may be sold prior to maturity by the Investment Officer at or above their book value at any time. The result of all sales of securities prior to maturity shall be reported to the City Manager within two business days of the sale. The report shall provide the amount of proceeds from the sale, including accrued interest to the date of sale, less the current book value and the dollar amount of gain on the sale.

3.2.6 **Strategy No. 6 - Depository Bank Relationships.** This Policy shall further seek to maintain good depository bank relationships while minimizing the cost of banking services. The City will seek to maintain a depository contract that will be managed to a level that minimizes the cost of the banking relationship to the City, while allowing the City to earn an appropriate return on idle demand deposits.

3.2.7 **Strategy No. 7 - Maximizing Investable Cash Balances.** Procedures shall be established and implemented in order to maximize investable cash by decreasing the

time between the actual collection and the deposit of receipts, and by the controlling of disbursements.

4. INVESTMENT OBJECTIVES. Funds of the City shall be invested in accordance with all applicable Texas statutes, this Policy and any other approved, written administrative procedures. The four objectives of the City's investment activities shall be as follows (in the order of priority):

4.1 **Suitability.** Understanding the suitability of the investment to the financial requirements of the City is important. Any investment eligible in the Investment Policy is suitable for all City funds.

4.2 **Safety of Principal.** Safety of principal invested is the foremost objective in the investment decisions of the City. Each investment transaction shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized securities, as defined in this Policy, by qualifying the financial institutions with whom the City will transact business and through portfolio diversification. Safety is defined as the undiminished return of the principal on the City's investments.

4.3 **Liquidity.** The investment portfolio shall be managed to maintain liquidity to ensure that funds will be available to meet the City's cash flow requirements and by investing in securities with active secondary markets. Investments shall be structured in such a manner as to provide the liquidity necessary to pay obligations as they become due. A security may be liquidated prior to its stated maturity to meet unanticipated cash requirements, or to otherwise favorably adjust the City's portfolio, in accordance with Section 2.2.5 above.

4.4 **Marketability.** Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement.

4.5 **Diversification.** Investment maturities shall be staggered throughout the budget cycle to provide cash flow based on the anticipated needs of the City. Diversifying the appropriate maturity structure will reduce market cycle risk.

4.6 **Market Rate-of-Return (Yield).** The City's investment portfolio shall be designed to optimize a market rate-of-return on investments consistent with risk constraints and cash flow requirements of the portfolio. The investment portfolio shall be managed in a manner that seeks to attain a market rate of return throughout budgetary and economic cycles. The City will not attempt to consistently attain an unrealistic above market rate-of-return, as this objective will subject the overall portfolio to greater risk. Therefore, the City's rate of return objective is secondary to those of safety and liquidity. Rate of return (yield) is defined as the rate of annual income return on an investment, expressed as a percentage.

5. INVESTMENT RESPONSIBILITY. As provided in this policy, the daily operation and management of the City's investments are the responsibility of the following person(s).

5.1 **Delegation of Authority.** The City Manager and the Director of Finance are authorized to deposit, withdraw, invest, transfer or manage in any other manner the funds of the City. Management responsibility for the investment program is hereby delegated to the Director of Finance, who shall establish written procedures for the operation of the investment program, consistent with this Policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. All persons involved in investment activities will be referred to in this Policy as "Investment Officers", pursuant to Texas Government Code 2256.005(f). No person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Director of

Finance. The Director of Finance shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate Investment Officials. The system of controls shall be designed to provide reasonable assurance that the assets of the City are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that:

- (1) the cost of a control should not exceed the benefits likely to be derived; and
- (2) the valuation of costs and benefits requires estimates and judgments by management.

Commitment of financial and staffing resources in order to maximize total return through active portfolio management shall be the responsibility of the City Council.

5.2 Prudence. The standard of prudence to be applied by the Investment Officer shall be the "prudent person" rule (as set forth in Texas Government Code 2256.006(a-b), which states, "investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following:

- 5.2.1 the investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and
- 5.2.2 whether the investment decision was consistent with the written investment Policy and procedures of the City.

5.3 Due Diligence. The Investment Officer acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments.

5.4 Ethical Standards and Conflicts of Interest. All City Investment Officers having a direct or indirect role in the investment of City funds shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. An Investment Officer who has a personal business relationship with the depository bank or with any entity seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer has a personal business relationship with a business organization if any one of the following three conditions are met:

- a. The Investment Officer owns 10% or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization.
- b. Funds received by the Investment Officer from the business organization exceed 10% of the investment officers' gross income for the prior year.

- c. The Investment Officer has acquired from the business organization during the prior year investments with a book value of \$2,500 or more for their personal account (Texas Government Code 2256.005 (i)(1-3)).

5.5 An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

5.6 Investment Training. The Investment Officers shall attend at least one training session of at least ten (10) hours relating to the officer's responsibility under the Public Funds Investment Act within twelve (12) months after assuming duties and attend an investment training session not less than once every two years, receiving an additional eight (8) hours of training. Such training from an independent source shall be approved by the City Council and endorsed by one or more of the following entities: the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, the North Central Texas Council of Governments, or the University of North Texas Center for Public Management (Texas Government Code 2256.008).

6. AUTHORIZED INVESTMENTS. As stated previously, safety of principal is the primary objective in investing public funds and can be accomplished by limiting two types of risk — credit risk and interest rate risk. Credit risk is the risk associated with the failure of a security issuer or backer to repay principal and interest in full. Interest rate risk is the risk that the value of a portfolio will decline due to an increase in the general level of interest rates. In order to provide for safety of principal as the City's primary objective, only certain investments are authorized as acceptable investments for the City. The following list of authorized investments for the City intentionally excludes some investments authorized by law. These restrictions are placed in order to limit possible risk and provide the maximum measure of safety to City funds.

6.1 Authorized and Acceptable Investments. The authorized list of investment instruments are as follows:

- (1) Obligations (including letters of credit) of the United States or its agencies and instrumentalities.
- (2) Direct obligations of the State of Texas, or its agencies and instrumentalities.
- (3) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
- (4) Collateralized Certificates of Deposit. A certificate of deposit issued by a depository institution that has its main office or a branch office in the state and is:
 - guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
 - secured by obligations that are described by Section 2256.009(a) of the Public Funds Investment Act, including mortgage-backed securities directly issued by a federal agency or instrumentality, but excluding those mortgage backed securities of the nature described in Section 2256.009(b) of the Act; or

- secured in any other manner and amount provided by law for deposits of the City.

This depository shall act as the custodian for the various certificates on behalf of the City.

(5) Eligible Local Government Investment Pools. Public funds investment pools which invest in instruments and follow practices allowed by the current law as defined in Section 2256.016 of the Texas Government Code, provided that:

- the investment pool has been authorized by the City Council;
- the pool shall have furnished the Investment Officer an offering circular containing the information required by Section 2256.016(b) of the Texas Government Code;
- the pool shall furnish the Investment Officer investment transaction confirmations with respect to all investments made with it;
- the pool shall furnish to the Investment Officer monthly reports containing the information required under Section 2256.016(c) of the Texas Government Code;
- the pool is continuously rated no lower than “AAA” or “AAA-m” or an equivalent rating by at least one nationally recognized rating service;
- the pool marks its portfolio to market daily;
- the pool’s investment objectives shall be to maintain a stable net asset value of one dollar (\$1.00); and
- the pool’s investment philosophy and strategy are consistent with this Policy.

(6) Regulated No-Load Money Market Mutual Funds. These investments are authorized, under the following conditions:

- the money market mutual fund is registered with and regulated by the Securities and Exchange Commission;
- the fund provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
- the fund has a dollar-weighted average portfolio maturity of ninety (90) days or less;
- the investment objectives include the maintenance of a stable net asset value of one dollar (\$1.00) per share; and
- the fund is continuously rated no lower than "AAA" or an equivalent rating by at least one nationally recognized rating service.

The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.

(7) Repurchase Agreements, Reverse Repurchase Agreements, Bankers' Acceptances, Commercial Paper. These investments are authorized for the City only to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests, or as otherwise provided below.

- The direct investment in reverse repurchase agreements, bankers' acceptances, and commercial paper by the City is not authorized.
- Fully flexible repurchase agreements are authorized in this Policy, to the extent authorized under the Public Funds Investment Act (Texas Government Code 2256.001). The use of flex repos shall be limited to the investment of bond proceeds and the maturity date of any such agreement shall not exceed the expected proceeds draw schedule.

6.2 Investment Instruments NOT Authorized. The following instruments are eligible for investment by local government according to state law, but they have been intentionally prohibited for the City by this Policy: mortgage-related obligations, guaranteed investment contracts, options, financial futures contracts and, day trading of long-term securities. In addition to these restricted investments, state law specifically prohibits investment in the following securities:

- (1) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- (2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- (3) Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.
- (4) Collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

7. DIVERSIFICATION. Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of securities. With the exception of U.S. Government securities, as authorized in this Policy, and authorized local government investment pools, no more than fifty percent (50%) of the total investment portfolio will be invested in any one security type. Diversification of the portfolio considers diversification by maturity dates and diversification by investment instrument.

7.1 Diversification by Maturities. The longer the maturity of investments, the greater their price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risks caused by change in interest rates. The City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than two (2) years from the date of purchase. However, the above-described obligations, certificates, or agreements may be collateralized using longer date instruments. The City shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or

maturities. Maturity scheduling shall be managed by the Investment Officer so that maturities of investments shall be timed to coincide with projected cash flow needs.

7.2 Diversification by Investment Instrument. Diversification by investment instrument shall not exceed the following guidelines for each type of instrument:

	<u>Percentage of Portfolio (Maximum)</u>
U.S. Treasury Obligations	100%
U.S. Government Agency Securities and Instrumentalities of Government-Sponsored Corporations	80%
Authorized Local Government Investment Pools	100%
Fully Collateralized Certificates of Deposit	50%
SEC-Regulated No-Load Money Market Mutual Funds	10%

7.3 The City shall invest local funds in investments yielding a market rate-of-return while providing necessary protection of the principal consistent with the operating requirements of this section or written policies.

8. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS. At this time, the City does use Brokers or Dealers. Should the City determine a need for additional brokers or dealers, the following procedures and requirements will apply:

Financial institutions (federally insured banks) with and through whom the City invests shall be state or national banks domiciled in this state. No public deposit shall be made except in a qualified public depository as established by state laws. Brokers/Dealers authorized to provide investment services to the City may include only those authorized by the City Council. All banking services will be governed by a depository contract awarded by the City Council. In addition, the Director of Finance shall maintain a list of authorized security brokers/dealers, and investment pools that are authorized by the City Council.

8.1 All financial institutions with whom the City does business must supply the following as appropriate: (1) audited financial statements; (2) proof of National Association of Securities Dealers (NASD) certification; (3) proof of state registration and completed broker/dealer questionnaire; (4) certification of having read the City's investment policy signed by a qualified representative of the organization, acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization.

8.2 An annual review of the financial condition and registration of qualified bidders will be conducted by the Director of Finance. The review may include, but is not limited to, review of rating agency reports, review of call reports, and analyses of management, profitability, capitalization, and asset quality. Financial institutions and brokers/dealers desiring to conduct business with the City shall be required to provide any financial data requested by the City Manager or the Investment Officer. Upon completion of the annual review by the Director of Finance, the financial institutions and brokers/dealers desiring to conduct business with the City shall be approved by the City Council.

8.3 Selection criteria for federally insured financial institutions shall include the following: (1) the financial institution must be insured by the FDIC and (2) the financial institution must be incorporated under the laws of the State of Texas or of the United States of America.

8.4 The Investment Officer of the City is responsible for monitoring the investments made by a financial institution and/or broker/dealer to determine that they are in compliance with the provisions of the Investment Policy.

9. DELIVERY VERSUS PAYMENT. It is the policy of the City that all security transactions entered into with the City shall be conducted on a "**DELIVERY VERSUS PAYMENT**" (DVP) basis through the Federal Reserve System. By doing this, City funds are not released until the City has received, through the Federal Reserve wire, the securities purchased. The City shall authorize the release of funds only after receiving notification from the safekeeping bank that a purchased security has been received in the safekeeping account of the City. The notification may be oral, but shall be confirmed in writing (Texas Government Code 2256.005(b)(4)(e)).

10. COMPETITIVE BIDDING. It is the policy of the City to require competitive bidding for all individual security purchases and sales, excluding transactions with money market mutual funds, local government investment pools and when issued (new) securities, which are deemed to be made at prevailing market rates.

11. SAFEKEEPING AND COLLATERALIZATION.

11.1 **Safekeeping.** All securities owned by the City shall be held by its safekeeping agent, except the collateral for bank deposits. The collateral for bank deposits will be held in the City's name in the bank's trust department, or alternatively, in a Federal Reserve Bank account in the City's name, or a third-party bank, at the City's discretion. Original safekeeping receipts shall be obtained and held by the City. The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure time deposits.

11.2 **Collateralization.** Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all city funds on deposit with a depository bank. The market value of the investments securing the deposit of funds shall be at least equal to the amount of the deposits of funds reduced to the extent that the deposits are insured by the Federal Deposit Insurance Corporation (FDIC). Securities pledged as collateral shall be held in the City's name, in a segregated account at the Federal Reserve Bank/Federal Home Loan Bank or by an independent third party with whom the City has a current custodial agreement. The agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. The safekeeping agreement must clearly state that the safekeeping bank is instructed to release purchased and collateral securities to the City in the event the City has determined that the depository bank has failed to pay on any matured investments in certificates of deposit or has determined that the funds of the City are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of ownership, e.g., safekeeping receipt, must be supplied to the City and retained by the City. The Investment Officer must be notified in writing of release of collateral or substitution of securities. Financial institutions serving as City depositories will be required to sign a "Depository Agreement" with the City and the City safekeeping agent. The collateralized deposit portion of the agreement shall define the City's rights to collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the Agreement must be in writing;
- the Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;

- the Agreement must be approved by the Board of Directors of the Loan Committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- the Agreement must be part of the Depository's "official record" continuously since its execution.

11.2.1 The City may accept the following securities as collateral for bank deposits (V.T.C.A., Government Code, Section 2256.001, et. seq, formerly Article 842a-2, Section 2, V.T.C.S., as amended);

- FDIC and FSLIC insurance coverage;
- A bond, certificate of indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States;
- Obligations, the principal and interest on which are unconditionally guaranteed or insured by the State of Texas;
- A bond of the State of Texas or of a county, city, or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency with a remaining maturity of ten years or less;
- Surety Bonds that meet the requirements of the Public Funds Investment Act; or
- Federal Home Loan Bank Letters of Credit as defined by Chapter 116, Subchapter C of the Local Government Code and by Chapter 726, Acts of the 67th Legislature, Regular Session, 1981 (Article 2529b-1, Vernon's Texas Civil Statutes).

11.2.2 For certificates of deposit and other evidences of deposit, collateral shall be at 102% of market or par, whichever is lower. The market value of collateral will always equal or exceed the principal plus accrued interest of deposits at financial institutions.

11.2.2 Financial institutions, with which the City invests or maintains other deposits, shall provide monthly, and as requested by the Investment Officer, a listing of the collateral pledged to the City, marked to current market prices. The listing shall include total pledged securities itemized by name, type, description, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable. The City and the financial institution shall jointly assume the responsibility for ensuring that the collateral is sufficient. All collateral shall be subject to inspection and audit by the Director of Finance, or designee, as well as the City's independent auditors.

12. INTERNAL CONTROL. The Director of Finance shall establish a system of written internal controls, which shall be reviewed annually by independent auditors. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The internal controls are to be reviewed annually in conjunction with an external independent audit. This review will provide assurance of compliance with policies and procedures as specified by this Policy. The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls and adherence to the City's established investment policy.

13. PERFORMANCE. The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and expected cash flow of the City. The benchmark for performance that is appropriate for the City's cash flow cycle will be TexPool (a local government investment pool).

14. REPORTING. The Director of Finance shall submit a signed quarterly investment report that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter.

14.1 Annual Report. Within 60 days of the end of the fiscal year, the Director of Finance shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council. The reports prepared by the Director of Finance shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council by that auditor.

14.2 Methods. The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the past quarter. This management summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be prepared in compliance with generally accepted accounting principles. The report will be provided to the City Manager and City Council. The report will include the following:

- A listing of individual securities held at the end of the reporting period. This list will include the name of the fund for which each individual investment was acquired;
- Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be obtained from financial institutions or portfolio reporting services independent from the broker/dealer from which the security was purchased;
- Additions and changes to the market value during the period;
- Fully accrued interest for the reporting period;
- Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks;
- Listing of investments by maturity date;
- The percentage of the total portfolio which each type of investment represents; and
- Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council.

15. INVESTMENT POLICY ADOPTION AND AMENDMENT. The City's Investment Policy shall be adopted and amended by resolution of the City Council only. The City's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations and needs of the City. Any changes or modifications to this Investment Policy, if any, shall be approved, and adopted by a formal resolution of the City Council.

GLOSSARY OF TERMS

The Investment Policy contains specialized and technical terminology that is unique to cash management and investment activities. The following glossary of terms is provided to assist in understanding these terms.

Affinity. Related through marriage.

Agencies. See U.S. Agency securities.

Bankers' Acceptances. A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer. When discounted and sold in the secondary market, bankers' acceptance becomes a short-term investment alternative.

Book Value. The cost of security as recorded in the City's accounting records. For purposes of evaluating a sale of a security, it is a function of the original cost, the amortization of premium or discount, and the accrued interest. Specifically, it is the face value of the security plus the accrued interest plus any unamortized premium or minus any unamortized discount. Book value is often compared to market value, which is defined below.

Broker. A person or company that, for a fee or commission, brings buyers and sellers of securities together.

Certificate of Deposit. A time deposit with a specific maturity evidenced by a certificate.

Collateral. In general, assets which one party pledges as a guarantee of performance. Specifically, securities pledged by a bank to secure deposits of public monies. In the event of bank failure, the securities become the property of the public entity.

Collateralized Mortgage Obligations (CMO's). Securities based on a pool of home mortgages.

Commercial Paper. An unsecured promissory note issued primarily by corporations for a specific amount and maturing on a specific day. The maximum maturity for commercial paper is 270 days, but most frequently maturities do not exceed 30 days. Almost all commercial paper is rated by a rating service.

Consanguinity. Related by blood.

Coupon. The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. Also, a certificate attached to a bond indicating interest due on a payment date.

Credit Risk. The uncertainty that the principal amount of an investment will be returned without loss of value to the default of the borrower.

CUSIP. A unique security identification number assigned to securities maintained and transferred on the Federal Reserve book-entry system.

Dealer. A person or company that endeavors to profit from buying and selling investments for its own account.

Delivery Versus Payment (DVP). A method of delivering securities that requires the simultaneous exchange of the security and the payment. It provides a safeguard against paying for securities before they are received.

Demand Deposits. Deposits at a financial institution that are available to the depositor upon the depositor's demand.

Depository Bank. The primary bank of the City. The relationship between the depository bank and the City is governed by

state law and by a depository contract that is approved by the City Council.

Discount. The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below the original offering price shortly after sale is also considered to be at a discount.

Discount Securities. Non-interest-bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

Diversification. The strategy of dividing investments among a variety of securities offering independent risks and yields. Diversification lessens the likelihood of losing the entire portfolio of investments and averages yields among the investment alternatives.

Discount. The difference between the cost of a security and its value at maturity, in cases where the cost is less than the value at maturity.

Federal Deposit Insurance Corporation (FDIC). A federal agency that insures bank deposits.

Federal Funds Rate. The rate of interest at which Federal funds are traded. This rate is currently set by the Federal Reserve through open-market operations.

Federal Home Loan Banks (FHLB). Created in 1932, this system consists of 12 regional banks, which are owned by private member institutions and regulated by the Federal Housing Finance Board. Functioning as a credit reserve system, it facilitates extension of credit through its owner members. Federal Home Loan Bank issues are joint and several obligations of the 12 Federal Home Loan Banks.

Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac). A stockholder-owned corporation that provides a continuous flow of funds to mortgage lenders, primarily through developing

and maintaining an active nationwide market in conventional mortgages.

Federal National Mortgage Association (FNMA or Fannie Mae). FNMA, a federal corporation, is the largest single provider of residential mortgage funds in the United States. It is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted.

Fully Flexible Repurchase Agreement ("flex repo"). A specialized contract designed for the short-term investment of proceeds available from the sale of municipal bonds, notes and certificates. Flex repos allow for incremental repurchases, with the buyer/issuer (the City) retaining the right to force the seller to repurchase all, or a portion of, the sold securities held under repurchase agreement, at any time before the maturity date of the agreement, at a fixed rate for the life of the agreement.

Hold Until Maturity. This investment strategy is intended to avoid interest rate risk by maintaining ownership of an investment until it matures. At maturity, the face value of the security is received, but in some cases where a security is sold before maturity, less than the face value and the book value is received. Please see interest rate risk defined below.

Interest Rate Risk. The uncertainty of the return of principal on fixed rate securities that are sold prior to maturity. When interest rates rise, the market value of fixed rate securities decreases.

Internal Control. Policies and procedures that are established to provide reasonable assurance that specific government objectives are achieved and that assets are safeguarded.

Investment. The purchase of securities which, upon analysis, promise safety of principal and a satisfactory return. These

factors distinguish investment from speculation.

Investment Objective. The aim, goal or desired end of action of the investment activity.

Investment Pool. An entity created to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are safety, liquidity, and yield. (Sometimes called Local Government Investment Pool.)

Investment Strategy. The overall plan or method proscribed to achieve the investment objectives of the City.

Laddered Maturity. An investment strategy whereby investments are purchased to mature at regular intervals.

Liquidity. The measure of an investment's ability to be converted quickly and easily into cash without a substantial loss of value.

Local Government Investment Pool. See **Investment Pool.**

Market Rate of Return. A general term referring to the approximate interest rate that could be earned by an investor in a specific maturity range at any given point in time. For example, an investor seeking to earn a "market rate of return" while maintaining an investment portfolio with an average maturity of 90 days, would hope to earn approximately the same as a three-month agency discount note. If the investor earns a rate much higher than this, it might signal an inappropriate level of risk.

Market Risk. The uncertainty of the value of the City's portfolio arising from changes in the market conditions of investment securities.

Market Value. The price, including accrued interest, at which a security is trading for which it can be readily sold or purchased.

Maturity. The date upon which the principal or stated value of an investment becomes due and payable.

Money Market Mutual Fund. A mutual fund that purchases short-term debt instruments, such as Treasury Bills, commercial paper, and bankers' acceptances, and which strives to maintain a stable net asset value of \$1.00.

Mutual Fund. Investment companies that sell shares to investors, offering investors diversification and professional portfolio management. Prices generally fluctuate with the performance of the fund.

Net Asset Value. The ratio of the market value of the portfolio divided by the book value of the portfolio.

Par. The value of a security as expressed on its face (face value) without consideration of a discount or premium.

Pledge. The grant of a collateral interest in investment securities by the depository bank as assurance of the safety of City deposits.

Pooled Fund Group. The combination of various accounts and funds of the City in a single, internally-created investing entity.

Portfolio. The collection of securities held by an investor.

Principal. The capital sum of an investment, as distinguished from interest.

Premium. The difference between the cost price and the face value at maturity in cases where the cost price is higher than the face value.

Rate-of-Return. See **Yield.**

Repurchase Agreement (REPO). An investment arrangement in which the holder of a security sells that security to an investor (the City) with an agreement to repurchase the security at a fixed price and on a fixed date.

Reverse Repurchase Agreement. An investment arrangement by which the City sells a security to a third party, such as a bank or broker/dealer, in return for cash and agrees to repurchase the instrument from the third party at a fixed price and on a fixed date. The City would then use the cash to purchase additional investments. This type of investment is prohibited in the City's portfolio, except to the extent used by local government investment pools with which the City invests.

Safekeeping. An arrangement whereby a bank holds securities and other valuables for protection in exchange for a fee.

Safety. The assurance of the undiminished return of the principal of the City's investments and deposits.

Secondary Market. A market for the purchase and sales of outstanding securities following their initial distribution.

SEC Rule 15C3-1 (Uniform Net Capital Rule). Security and Exchange Commission requirement that member firms and non-member broker/dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1.

Security. A financial instrument that signifies an ownership interest, the right to an ownership interest, or creditor status.

Security Risks. The uncertainty of the value of a security dependent on its particular qualities.

Time Deposits. Deposits at the depository bank that are not due and payable until a specific date.

United States Agency Securities. Debt instruments issued by an executive department, an independent federal establishment, or a corporation or other entity established by Congress which is owned in whole or in part by the United States of America.

United States Treasury Securities. Debt instruments issued by the Treasury of the United States. **Treasury Bills** are issued for short-term borrowings (less than one year); **Treasury Notes** are issued for mid-term borrowings (Two - ten years); **Treasury Bonds** are issued for long-term borrowings (over ten years).

Yield. The rate of annual income return on an investment, expressed as a percentage.

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

[SAMPLE]

CITY OF SEAGOVILLE, TEXAS

This certification is executed on behalf of the City of Seagoville, Texas (the "City"), and _____ (the "Business Organization"), pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act") in connection with investment transactions conducted between the City and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and
2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the City; and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the City that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of Business Organization

Firm: _____

Signature

Printed Name: _____

Title: _____

Date: _____

Current Authorized Dealers:

American National Bank
Home Bank
TexPool
TexStar
MultiBank Securities
LOGIC



TO: Mayor and City Council
FROM: Gail French, Director of Finance
DATE: September 09, 2024
ITEM: 17
DESCRIPTION: Conduct a public hearing to receive citizen input on the proposed FY 2024-2025 budget for all City funds. This budget will raise more property taxes than last year's budget by \$810,146 or 8.45%, and of that amount, \$367,043 is tax revenue to be raised from new property added to the tax roll this year.

INTRODUCTION

The purpose of this item is to conduct a public hearing to receive input on the FY 2024-2025 budget.

BACKGROUND

This is a public hearing that provides an opportunity for the City Council to receive public input on the proposed FY 2025 budget.



TO: Mayor and City Council
FROM: Gail French, Director of Finance
DATE: September 09, 2024
ITEM: 18
DESCRIPTION: Conduct a public hearing to receive input on the proposed FY 2024-2025 hotel/motel tax budget.

INTRODUCTION

The purpose of this item is to conduct a public hearing to receive input on the proposed FY 2024-2025 hotel/motel tax budget.

BACKGROUND

Hotel/Motel tax revenues for FY 2024-2025 are estimated at \$35,000.00.

The Chamber of Commerce has submitted three (3) grant applications requesting funding in the amount of \$31,000.00 for the following:

Mayfest I Cinco de Mayo	\$12,500.00
Seagofest	\$12,500.00
4th of July Celebration	\$ 6,000.00

FINANCIAL IMPACT

Hotel Occupancy Tax funding is available for this expenditure.



TO: Mayor and City Council

FROM: Bill Medina, Director of Community Development

DATE: September 9, 2024

ITEM: 19

DESCRIPTION: Conduct a public hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and map by granting a change in the zoning from R-2 Single-Family Dwelling District (R-2) to Planned Development with a base zoning of Local Retail (2024-04PD) for approximately 2.36 acres commonly known as 100 Crestview Lane, providing for development regulations; providing for the approval of a concept plan; and providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

INTRODUCTION

Consider approving a Planned Development Zoning District (PD) at 100 Crestview to allow for restaurants and/or national chain tire retail.

BACKGROUND

The subject property is located at 100 Crestview Drive and within the R-2 Zoning District, which shares boundaries with a Local Retail Zoning. The applicant is requesting a rezone of the subject property to a Planned Development (PD) with a base zoning of the Local Retail zoning district. The parcels directly to the south, east, and west of the subject property are currently within the Local Retail zoning district. The aerial photograph attached shows the surrounding area to have existing low-density residences to the north of the property. The proposed PD will only allow restaurants and tire retailers of a national chain/brand on the subject property, as shown in the included concept plan and Section B of the development standards exhibit.

While end users have not been finalized, the site would lend itself to two dine-in or drive-through restaurants and/or a national chain/brand tire retailer. Additionally, the developer is proposing to utilize at least 80% masonry on all exterior materials and install an 8' tall masonry wall to visually screen the property from adjacent residential uses.

RECOMMENDATION

The Planning and Zoning Commission's motion to recommend approval of the request failed by a vote of (2/3). However, City Staff recommends approval of the request.

ATTACHMENTS

1. Ordinance
2. Application
3. Concept plan and layout



4. Survey of the subject property
5. PD-LR Zoning Ordinance

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM R-2 SINGLE-FAMILY DWELLING DISTRICT (R-2) TO PLANNED DEVELOPMENT WITH A BASE ZONING OF LOCAL RETAIL (2024-04PD) ON APPROXIMATELY 2.36 ACRES OUT OF THE J. D. MERCHANT SURVEY, ABSTRACT NO. 850, SEAGOVILLE, DALLAS, COUNTY, TEXAS, DEED RECORD VOLUME 2000181, PAGE 5624 AND COMMONLY KNOWN AS 100 CRESTVIEW LANE IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, PROVIDING FOR DEVELOPMENT REGULATIONS; PROVIDING FOR THE APPROVAL OF A CONCEPT PLAN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City 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 pursuant to the Comprehensive Zoning Ordinance of the City of Seagoville, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that the requested change in zoning should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended.

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

SECTION 1. The Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas, duly passed by the governing body of the City of Seagoville, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning from R-2 Single-Family Dwelling District (R-2) to Planned Development with a base zoning of Local Retail (2024-04PD) for approximately 2.36 acres commonly known as 100 Crestview Lane in the City of Seagoville, Dallas County, Texas, and being more particularly legally described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property").

SECTION 2. The property shall be developed, used and maintained in accordance with the City of Seagoville ordinances, construction standards, and regulations, including the Zoning Ordinance and Construction Standards for Local Retail (LR) base zoning except as amended by the following Development Regulations, which are hereby approved and which shall apply to the Property:

A. Permitted Uses:

Uses permitted in this Planned Development - Local Retail (2024-04PD) zoning district, as shown on the approved Concept Plan, are limited to the following:

- (a) Restaurant with Dine-in areas and Drive-thru facilities.
- (b) Tire repair, replacement, and sales, of a national chain/brand only, where all work is conducted inside a building. This use does not allow for outside storage or display of merchandise.

Any use not listed above as a Permitted Use is prohibited use.

B. Area and Other Regulations

(1) Height regulations:

Buildings or structures shall not be higher than 35 feet.

(2) Area Regulations:

- (a) Front Yard – there shall be a front yard with a minimum depth of 25 feet. Where lots have double frontage, the required front yard shall be provided on both streets.
- (b) Side Yard - there shall be a side yard with a minimum depth of 10 feet.
- (c) Rear Yard - there shall be a rear yard with a minimum depth of 10 feet.
- (d) Area of the lot – the minimum lot area requirements shall be 10,000 SF.
- (e) Width of the lot – the minimum width of a lot shall be 80 feet.

(3) Parking and Loading Requirements:

The development shall provide and maintain off-street parking as follows:

- (a) Restaurant building (other than dining areas) - 1 parking space per 200 SF of building spaces.
- (b) Restaurant dining room areas - 1 parking space per 100 SF of dining area.
- (c) On-site vehicle stacking of cars for drive-thru lane shall be provided with a minimum of five (5) spaces or as provided on approved Site Plan.
- (d) No loading area will be required for restaurant buildings.

(4) Landscaping Requirements:

City required landscaping of ten (10) percent within the interior of the parking lot may be placed around the perimeter of the parking lot, including but not limited to landscaping at the terminus of parking rows. A reduction in the required landscape area or the number of trees below what is required by the Zoning Ordinance is allowed per approved Site Plan; however, the required landscape area and trees may be placed at the perimeter of the lot rather than within the parking field.

(5) Lighting Requirements:

- (a) Allowable lighting shall include 1000-watt equivalent LED fixtures. Additionally, direct illumination as needed to light the front façade of a building shall be allowed. Other allowable lighting shall meet the lighting standards in the Zoning Ordinance.
- (b) Mounting Height: Maximum mounting height of site lighting poles shall not exceed thirty-five feet (35').
- (c) Intensity: Illumination shall be necessary to maintain a safe environment in the site parking and maneuvering areas. In setting lighting levels, consideration should be given to each individual user in their development program. A common standard for minimum lighting level of 5-foot candles in parking areas and 0.5- foot candle around site perimeters or property lines.

(6) Screening:

- (a) The owner of a tract zoned 2024-04PD, when sharing a common boundary with a single-family use, shall construct and maintain a masonry screening wall of not less than eight feet (8') in height, as required by the Zoning Ordinance.
- (b) Refuse storage areas which are visible from a public right-of-way shall be

visually screened by a minimum six-foot (6') high masonry wall on three (3) sides. The fourth side, used for access, may include a screening gate.

(7) Signage:

- (a) Each lot shall allow one (1) monument sign with a height not to exceed Eight feet (8') from ground and not to exceed Eighty (80) square feet, per sign face. This sign shall be used to advertise individual businesses within their lot.
- (b) Developer shall allow one (1) special pylon sign not to exceed a height of sixty-five feet (65') and two hundred (200) square feet of sign per sign face, sign shall be located within the development. This multi-tenant sign shall be used to advertise businesses within the development that may or may not have separate lots. Signs shall be located at a minimum distance of twenty feet (20') from all right-of-way lines and ten feet (10') from all property lines.
- (c) Each plated lot shall allow on-site directional signage not to exceed thirty-six inches (36") in height, nor to exceed twelve (12) square feet per sign face. These directional signs shall not be placed within the right-of-way, and the signs shall not advertise products or services. They may bear the name of the business.
- (d) Building signage shall not exceed thirty percent (30%) of each building façade, excluding windows, door, and glass store fronts.

(8) Approval Requirements:

- (a) Overall Concept Plan Review/Approval: An overall concept plan shall be submitted for City review and approval in accordance with the Planned Development section of the City Zoning Ordinance, prior to any development on the property. Project phasing, if any, shall be shown as well to adequately show the proposed development.
- (b) Site Plan Review: The review and approval of a Site Plan and associated plats/construction plans in accordance with the City's development review/approval procedures, as may be amended from time to time, shall be required prior to the development of any site. Development standards for each building site shall be in accordance with the standards and any other applicable standards in the Zoning Ordinance, Subdivision Regulations, and shall clearly show on the Site Plan. No building permit shall be issued until all required plats/plans have been properly approved by the City Council, and no certificate of occupancy shall be issued until all construction and improvements conform to the approved plat, construction plans, and building codes of the City.

- (c) Façade Plan Review: Detailed building façade plans shall be submitted for review and approval along with the site improvement plans. The façade plans shall clearly show exterior color finishes and materials to be installed on the building, and it shall show how the building meets the PD Ordinance masonry requirements.
- (d) Detailed landscape plans shall be submitted for review and approval along with the site improvement plans. The landscape plans shall clearly show planting areas and planting materials to be used and shall show how the site meets the PD Ordinance landscaping requirements.

SECTION 3. The property shall be developed and used only in accordance with the concept plan attached as Exhibit “B” and incorporated herein for all purposes, which is hereby approved.

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

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 7. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 8. That 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.

DULY PASSED by the City Council of the City of Seagoville, Texas, this the ____ day of _____, 2024.

APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

AUTUMN KEEFER, ASST. CITY ATTORNEY

EXHIBIT "A"
Survey and Legal Description of the Property

**EXHIBIT “B”
Concept Plan**

4859-9613-5902, v. 3



ZONING APPLICATION

City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: _____ City Council: _____

DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required): June 11, 2024

Application Type:

- Initial Zoning (newly annexed or Agricultural property)
- Rezoning (property currently zoned)
- Planned Development (PD) – see Zoning Ordinance for special requirements and procedures
- Specific Use Permit (SUP) – see Zoning Ordinance for special requirements and procedures

Name of Subdivision or Project: Fitch Commercial Center

Physical Location of Property: 100 Crestview Drive, Seagoville, TX 75159
[General Location – approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description):
Tract 36 John D. Merchant Survey, Abstract 850 Pg 071
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: 2.36 Existing Zoning: R-2 Requested Zoning: PD-LR
[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: Walter Bo Fitch Applicant or Owner? (circle one)

Contact Person: Walter Bo Fitch Title: Developer

Company Name: Windhaven Investments, Inc.

Street/Mailing Address: PO Box 2351 City: Addison State: TX Zip: 75001

Phone: () Fax: () N/A Email Address: ()

Engineer / Representative's Name: Pann S. Sribhen, P.E.

Contact Person: Pann S. Sribhen, P.E. Title: Principal

Company Name: PSA Engineering

Street/Mailing Address: 17819 Davenport Rd, #215 City: Dallas State: TX Zip: 75252

Phone: () Fax: () N/A Email Address: ()

SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DATE. (All zoning applications must be advertised in the newspaper, and notices must be mailed to all property owners within 200 feet of the subject property. Please contact City staff in advance for submittal deadlines.)

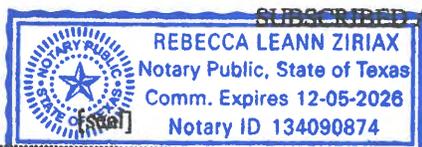
All applications must be COMPLETE before they will be scheduled for P&Z agenda. It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be obtained from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements.

All application materials (one copy) must be delivered to the City's Planner. The name, address, phone number, etc. of the City's Planner can be obtained from City staff. Failure to submit all materials to the City's Planner may result in delays scheduling the zoning application for a P&Z agenda.

Notice of Public Records. The submission of plans/drawings with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

I hereby certify that I am the Owner, or the duly authorized agent of the Owner (proof of authorization attached), for the purposes of this application, and that all information submitted herein is complete, true and correct to the best of my knowledge. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

Signed: Aurora Felix Title: Owner Date: 7/18/24

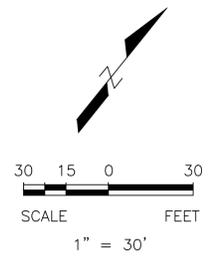
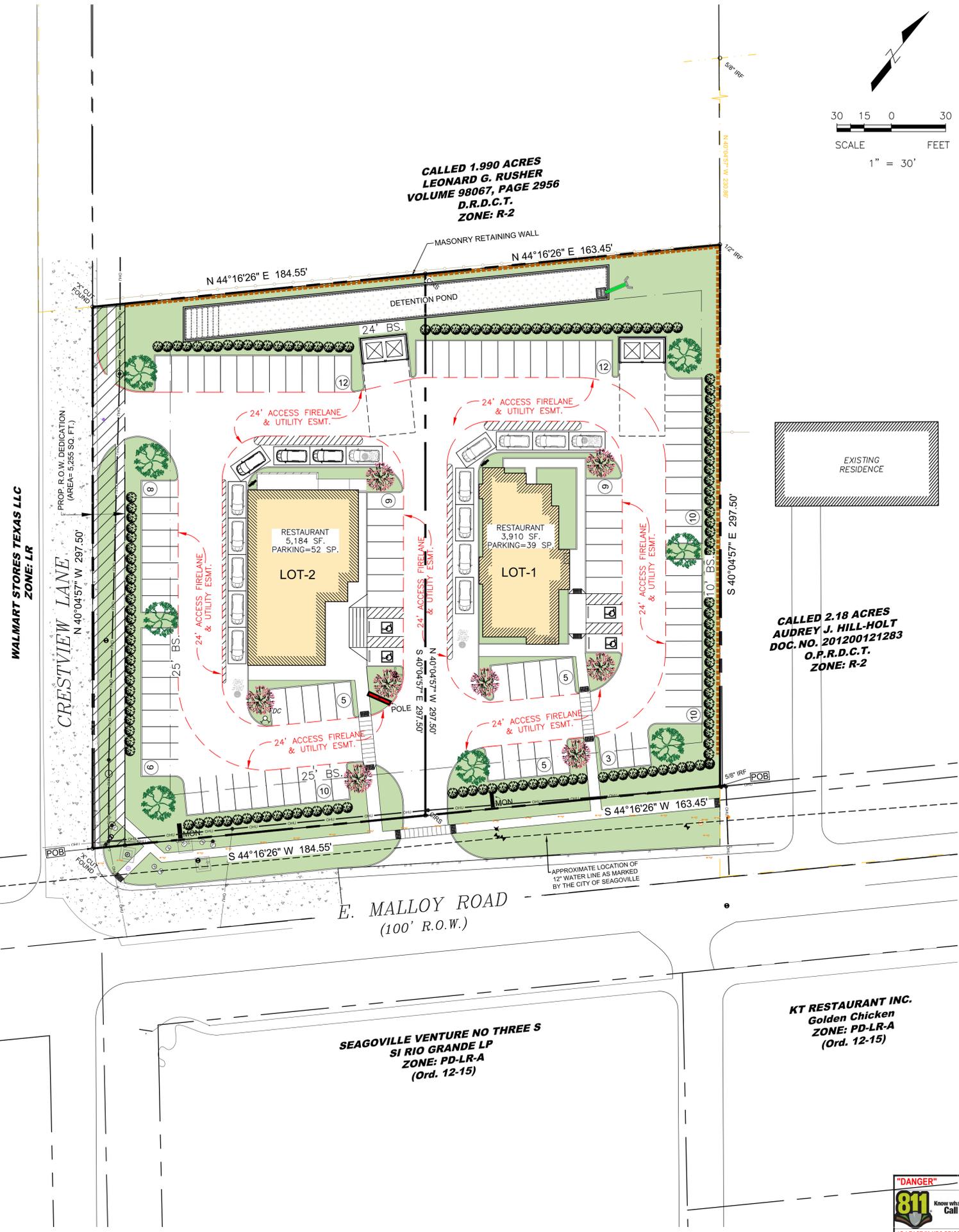


SUBSCRIBED AND SWORN TO before me, this the 18th day of July, 2024.
Notary Public in and for the State of Texas: Rebecca Leann Ziriak
My Commission Expires On: 12/05/2026

Office Use Only: Date Rec'd: _____ Fees Paid: \$ _____ Check #: _____ Receipt #: _____
Zoning Case # _____ Accepted By: _____ Official Submittal Date: _____



PROJECT DEVELOPMENT SUMMARY		
PROJECT Fitch Commercial Center at Seagoville, Texas		
	SQ. FT.	Acres
LOT-1 SUMMARY		
Lot Size	48,390	1.111
Current Zoning	SF	
Proposed Zoning	PD-LR-A	
Landscape	0.418	14,711
BUILDING DEVELOPMENT SUMMARY		
BUILDING SPACES		
Restaurant	3,900	0.090
PARKING SPACES REQUIRED		
Restaurant	1/100 SQ. FT. =	39
PARKING SPACES PROVIDED		
Parking		43
ADA Parking		2
TOTAL PARKING SPACES PROVIDED		45
LOT-2 SUMMARY		
Lot Size	54,637	1.254
Current Zoning	SF	
Proposed Zoning	PD-LR-A	
Landscape	0.397	12,256
BUILDING DEVELOPMENT SUMMARY		
BUILDING SPACES		
Restaurant	5,200	0.119
PARKING SPACES REQUIRED		
Restaurant	1/100 SQ. FT. =	52
PARKING SPACES PROVIDED		
Parking		50
ADA Parking		2
TOTAL PARKING SPACES PROVIDED		52



PRELIM CIVIL

REVIEW NO.	REVISION DATE	BY

CONCEPT PLAN
FOR
FITCH COMMERCIAL
100 CRESTVIEW DRIVE
CITY OF SEAGOVILLE, TEXAS

OWNER/ DEVELOPER
WINDHAVEN INVESTMENTS, INC
P.O. BOX 23851
ADDISON, TX 75001
(214) 685-5815

ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
SEAGOVILLE, TX 75087
(972) 248-9851 FAX (972) 248-9881
TX T.B.P.E. REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433
ENGINEER OF RECORD

SCALE: AS SHOWN
DESIGNED: PSS
DRAWN: WY
CHECKED: PSS

PROJECT NO. 2241 & FCS

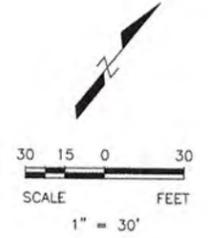
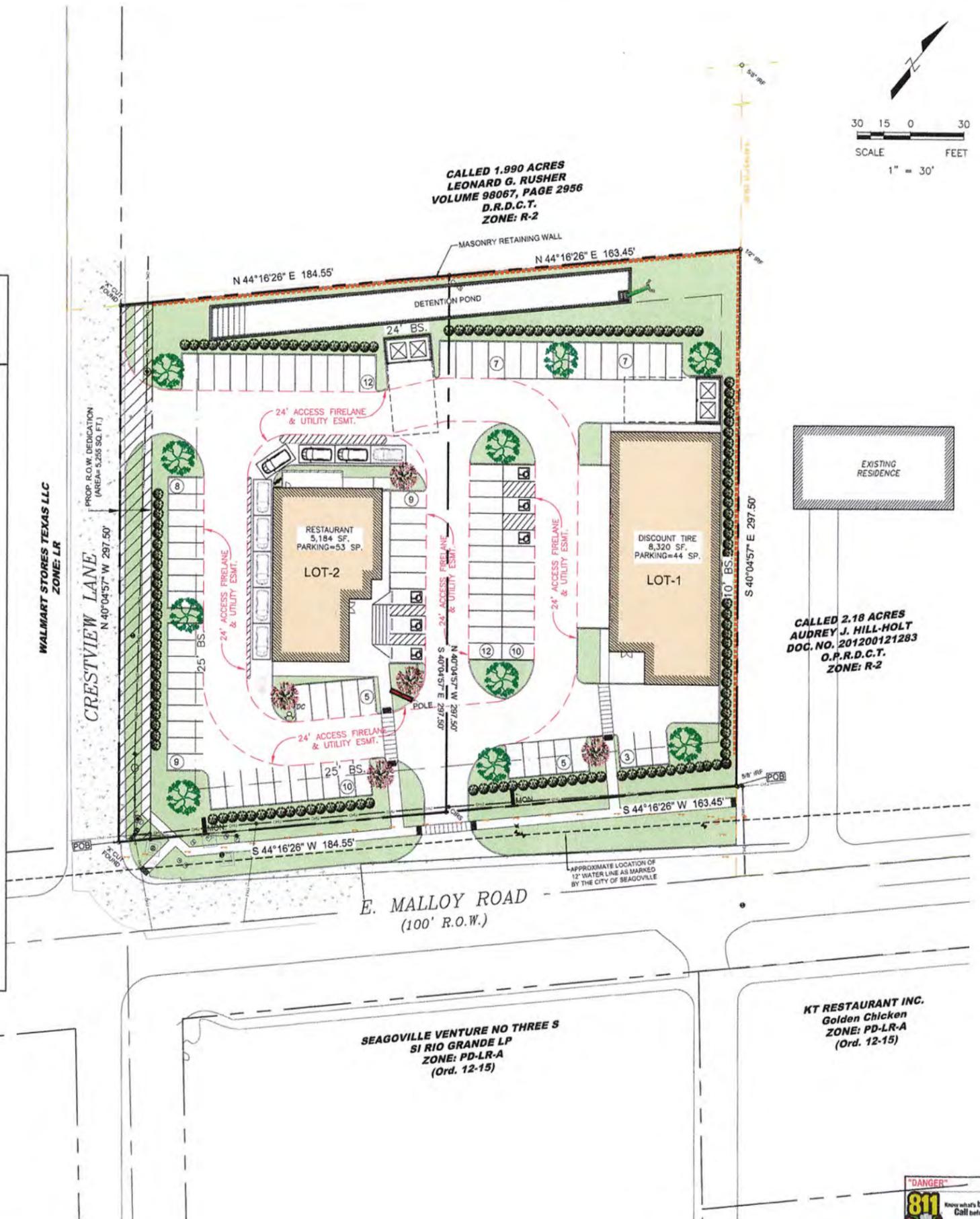
DATE: 7/22/2024

SHEET: G-2.0





PROJECT DEVELOPMENT SUMMARY			
PROJECT Fitch Commercial Center at Seagoville, Texas			
	SQ. FT.	Acres	
LOT-1 SUMMARY			
Lot Size	48,390	1.111	
Current Zoning	SF		
Proposed Zoning	PD-LR-A		
Landscape	0.418	14,711	
BUILDING DEVELOPMENT SUMMARY			
BUILDING SPACES			
Auto Repair (Tires)	8,320	0.191	
PARKING SPACES REQUIRED			
Restaurant	1/200 SQ. FT. =	42	
PARKING SPACES PROVIDED			
Parking		41	
ADA Parking		3	
TOTAL PARKING SPACES PROVIDED		44	
LOT-2 SUMMARY			
Lot Size	54,637	1.254	
Current Zoning	SF		
Proposed Zoning	PD-LR-A		
Landscape	0.397	12,256	
BUILDING DEVELOPMENT SUMMARY			
BUILDING SPACES			
Restaurant	5,200	0.119	
PARKING SPACES REQUIRED			
Restaurant	1/100 SQ. FT. =	52	
PARKING SPACES PROVIDED			
Parking		50	
ADA Parking		3	
TOTAL PARKING SPACES PROVIDED		53	



ZONING		
REVIEW NO.	REVISION DATE	BY

CONCEPT PLAN
FOR
FITCH COMMERCIAL
100 CSES/VIEW DRIVE
CITY OF SEAGOVILLE, TEXAS

OWNER/ DEVELOPER
WINDHAVEN INVESTMENTS, INC
P.O. BOX 2351
ADDRESS: TX 75601
(214) 855-5615

ASA ENGINEERING
17819 DANFORTH ROAD, SUITE 215
DALLAS, TEXAS 75228
(972) 246-9651 FAX (972) 246-9681
TX REG. NO. 18013
ENGINEER OF RECORD

SCALE: AS SHOWN
DESIGNED: P55
DRAWN: C.J. TP, WY
CHECKED: P55, CP, TP
PROJECT NO. 22418.FCS
DATE: 8/13/2024
SHEET: G-2.0



EXISTING RESIDENCE
CALLED 2.18 ACRES
AUDREY J. HILL-HOLT
DOC. NO. 201200121283
O.P.R.D.C.T.
ZONE: R-2

E. MALLOY ROAD
(100' R.O.W.)

SEAGOVILLE VENTURE NO THREE S
SI RIO GRANDE LP
ZONE: PD-LR-A
(Ord. 12-15)

KT RESTAURANT INC.
Golden Chicken
ZONE: PD-LR-A
(Ord. 12-15)

MALLOY JOINT VENTURE LLC
ZONE: PD
(Ord. 04-05)

WALGREENS CO.
ZONE: PD
(Ord. 04-05)

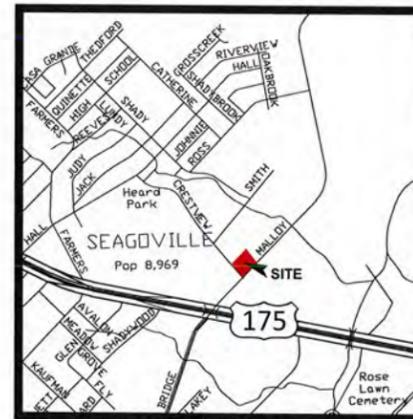
WALMART STORES TEXAS LLC
ZONE: LR

CHITKARA VISHAL
Wendy's
ZONE: LR

ZONING AND CONCEPT PLAN FOR FITCH COMMERCIAL



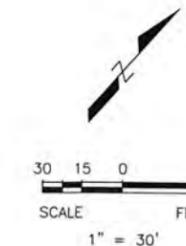
100 CRESTVIEW DRIVE
CITY OF SEAGOVILLE
DALLAS COUNTY, TEXAS



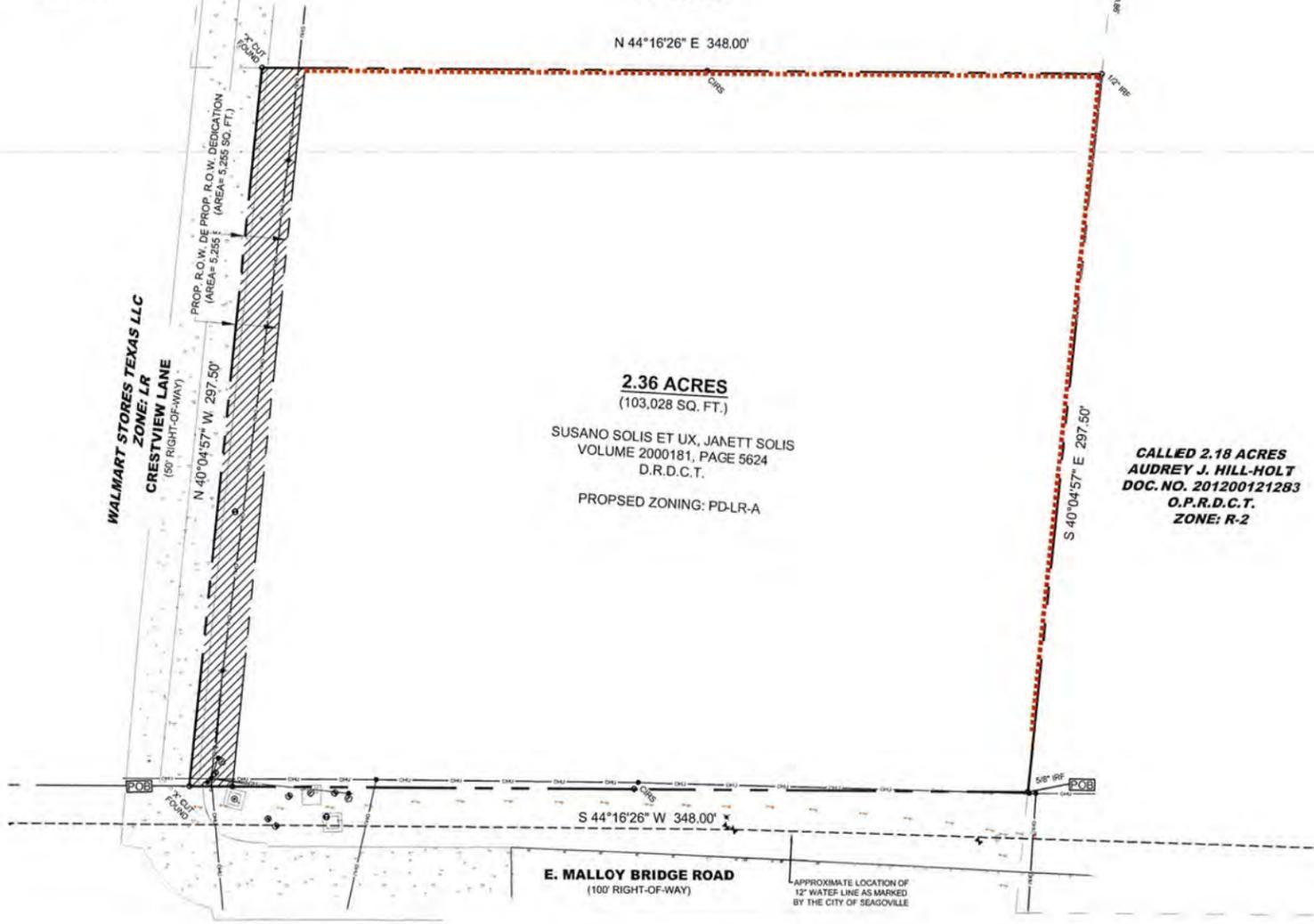
VICINITY MAP
N.T.S.

Sheet List Table

Sheet Number	Sheet Title
G-0.0	COVER SHEET
G-1.0	ZONING EXHIBIT
G-2.0	CONCEPT PLAN
G-3.0	AERIAL MAP



CALLLED 1.990 ACRES
LEONARD G. RUSHER
VOLUME 98067, PAGE 2956
D.R.D.C.T.
ZONE: R-2



2.36 ACRES
(103,028 SQ. FT.)

SUSANO SOLIS ET UX, JANETT SOLIS
VOLUME 2000181, PAGE 5624
D.R.D.C.T.
PROPOSED ZONING: PD-LR-A

CALLLED 2.18 ACRES
AUDREY J. HILL-HOLT
DOC. NO. 201200121283
O.P.R.D.C.T.
ZONE: R-2

MEETS AND BOUNDS DESCRIPTION

Being a 2.36 acre tract of land out of the J.D. Merchant Survey, Abstract No. 850, situated in the City of Seagoville, Dallas County, Texas, being all of a called 2.36 acre tract of land conveyed to Susano Solis et ux, Janett Solis, by deed of record in Volume 2000181, Page 5624 of the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found in the northwest right-of-way line of E. Malloy Bridge Road (100-foot right-of-way), being in the southwest line of a called 2.18 acre tract of land conveyed to Audrey J. Hill-Holt by deed of record in Document Number 201200121283 of the Official Public Records of Dallas County, Texas, also being the east corner of said 2.36 acre tract and hereof;

THENCE, S44°16'26"W, along the northwest right-of-way line of E. Malloy Bridge Road and the common southeast line of said 2.36 acre tract, a distance of 348.00 feet to an "X" cut found at the intersection of the northwest right-of-way line of E. Malloy Bridge Road and the northeast right-of-way line of Crestview Lane (30-foot right-of-way), being the south corner of said 2.36 acre tract and hereof;

THENCE, N40°04'57"W, along the northeast right-of-way line of Crestview Lane and the common southwest line of said 2.36 acre tract, a distance of 297.50 feet to an "X" cut found in the southeast line of a called 1.990 acre tract of land conveyed to Leonard G. Rusher by deed of record in Volume 98067, Page 2956 of said Deed Records, being the west corner of said 2.36 acre tract and hereof;

THENCE, N44°16'26"E, leaving the northeast right-of-way line of Crestview Lane, along the southeast line of said 1.990 acre tract and the common northwest line of said 2.36 acre tract, a distance of 348.00 feet to a 1/2 inch iron rod found in the southwest line of said 2.18 acre tract, being the east corner of said 1.990 acre tract, also being the north corner of said 2.36 acre tract and hereof;

THENCE, S40°04'57"E, along the southwest line of said 2.18 acre tract and the common northeast line of said 2.36 acre tract, a distance of 297.50 feet to the **POINT OF BEGINNING**, and containing an area of 2.36 acres (103,028 square feet) of land.

SEAGOVILLE VENTURE NO THREE S
SI RIO GRANDE LP
ZONE: PD-LR-A
(Ord. 12-15)

KT RESTAURANT INC.
Golden Chicken
ZONE: PD-LR-A
(Ord. 12-15)

DEVELOPER
WINDHAVEN INVESTMENTS, INC.

P.O. BOX 2351
ADDISON, TEXAS 75001
CONTACT: WALTER BO FITCH
WBFITCH@YAHOO.COM
(214) 695-5815

PREPARED BY:
ASA ENGINEERING
17512 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX (972) 248-9651
T.B.P.L.S. FIRM REGISTERED NO. 100433
T.B.P.E. FIRM LICENSED NO. F-6974

ZONING EXHIBIT

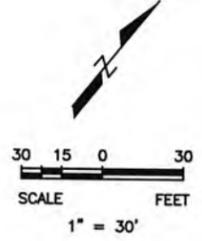
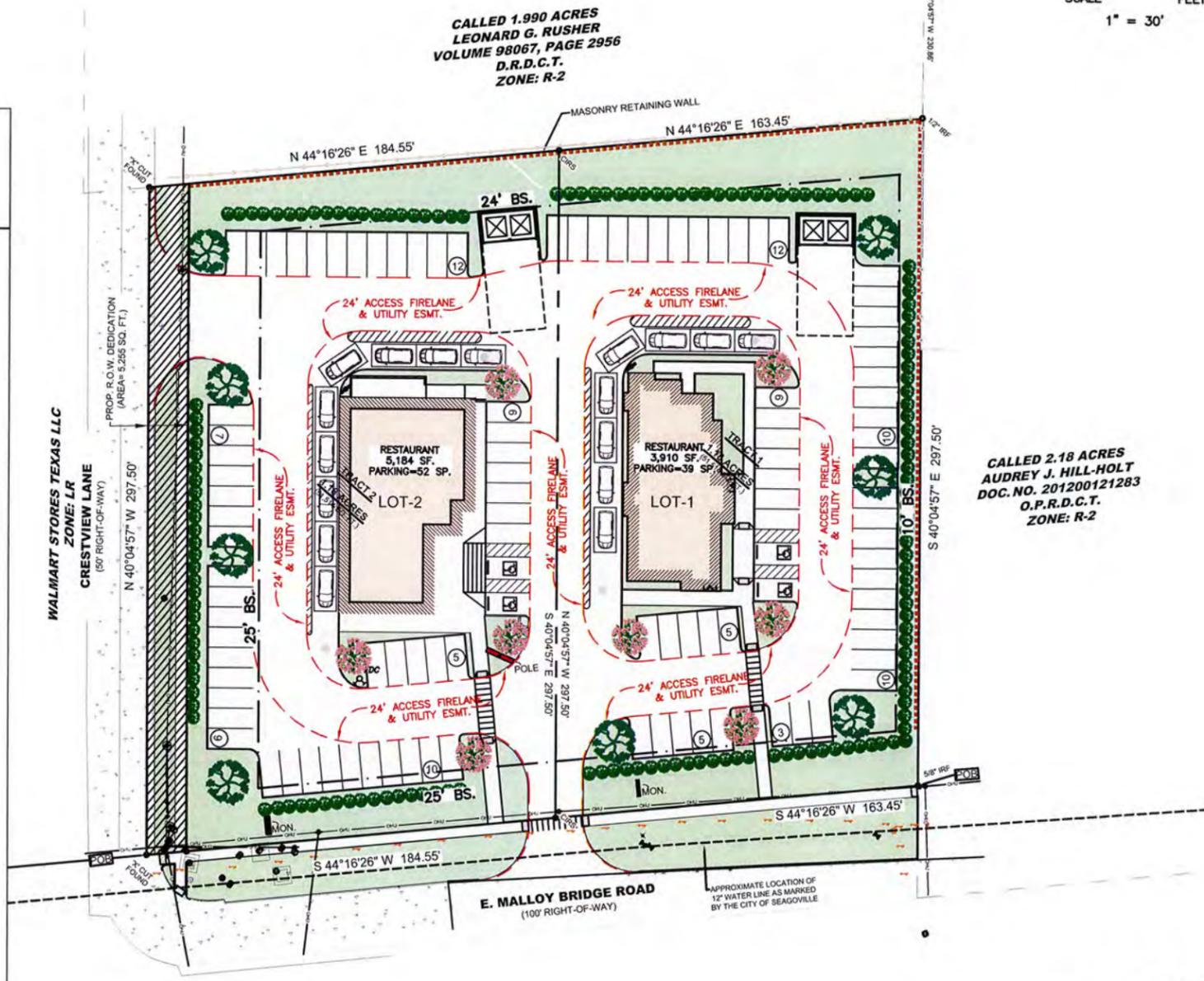
FOR
TRACT 6
3.00-ACRE TRACT SITUATED IN THE
JOHN D. MERCHANT SURVEY, ABSTRACT NO. 850 PG. 071
CITY OF SEAGOVILLE
DALLAS COUNTY, TEXAS
JUNE 26, 2024



PROJECT DEVELOPMENT SUMMARY

PROJECT Fitch Commercial Center
at Seagoville, Texas

	SQ. FT.	Acres
LOT-1 SUMMARY		
Lot Size	48,390	1.111
Current Zoning	SF	
Proposed Zoning	PD-LR-A	
Landscape	0.418	14,711
BUILDING DEVELOPMENT SUMMARY		
BUILDING SPACES		
Restaurant	3,900	0.090
PARKING SPACES REQUIRED		
Restaurant	1/100 SQ. FT. =	39
PARKING SPACES PROVIDED		
Parking		43
ADA Parking		2
TOTAL PARKING SPACES PROVIDED		45
LOT-2 SUMMARY		
Lot Size	54,637	1.254
Current Zoning	SF	
Proposed Zoning	PD-LR-A	
Landscape	0.397	12,256
BUILDING DEVELOPMENT SUMMARY		
BUILDING SPACES		
Restaurant	5,200	0.119
PARKING SPACES REQUIRED		
Restaurant	1/100 SQ. FT. =	52
PARKING SPACES PROVIDED		
Parking		50
ADA Parking		2
TOTAL PARKING SPACES PROVIDED		52



PRELIM CIVIL

REVIEW NO.	REVISION DATE	BY

REMARK: REVISION CLOUD MAY NOT APPEAR ON ALL DRAWING SHEETS.

CONCEPT PLAN

FOR
FITCH COMMERCIAL
100 CRESTVIEW DRIVE
CITY OF SEAGOVILLE, TEXAS

OWNER/DEVELOPER
WINDHAVEN INVESTMENTS, INC.
P.O. BOX 285
ADDITION, TX 75001
(214) 695-5815

ASA ENGINEERING
17819 DUNDORF ROAD, SUITE 202
DALLAS, TEXAS 75242
(972) 248-9981 FAX (972) 248-9981
TX T.S.P.E. REGISTRATION # 1-00074
T.S.P.L.S. FIRM REGISTRATION # 100433

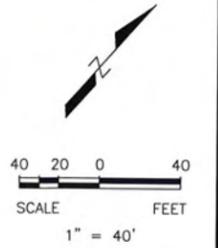
ENGINEER OF RECORD

SCALE: AS SHOWN
DESIGNED: PSS
DRAWN: WY
CHECKED: PSS

PROJECT NO. 22418.FCS
DATE: 6/26/2024
SHEET: G-2.0



ORIGINAL SHEET SIZE: 24" X 36"



Z:\2024\22418.FCS Fitch Commercial at Seagoville\SURVEY\AERIAL MAP.dwg
Plotted: Jun 26, 2024 at 10:35:31 AM by PSA ENGINEERING

PREPARED BY:
ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX: (972) 248-9681
T.B.P.L.S. FIRM REGISTERED NO. 100433
T.B.P.E. FIRM LICENSED NO. F-6974

DEVELOPER
WINDHAVEN INVESTMENTS, INC.
P.O. BOX 2351
ADDISON, TEXAS 75001
CONTACT: WALTER BO FITCH
WBFITCH@YAHOO.COM
(214) 695-5815

AERIAL MAP
FOR
TRACT 6
3.00-ACRE TRACT SITUATED IN THE
JOHN D. MERCHANT SURVEY, ABSTRACT NO. 850 PG. 071
CITY OF SEAGOVILLE
DALLAS COUNTY, TEXAS
JUNE 26, 2024



300

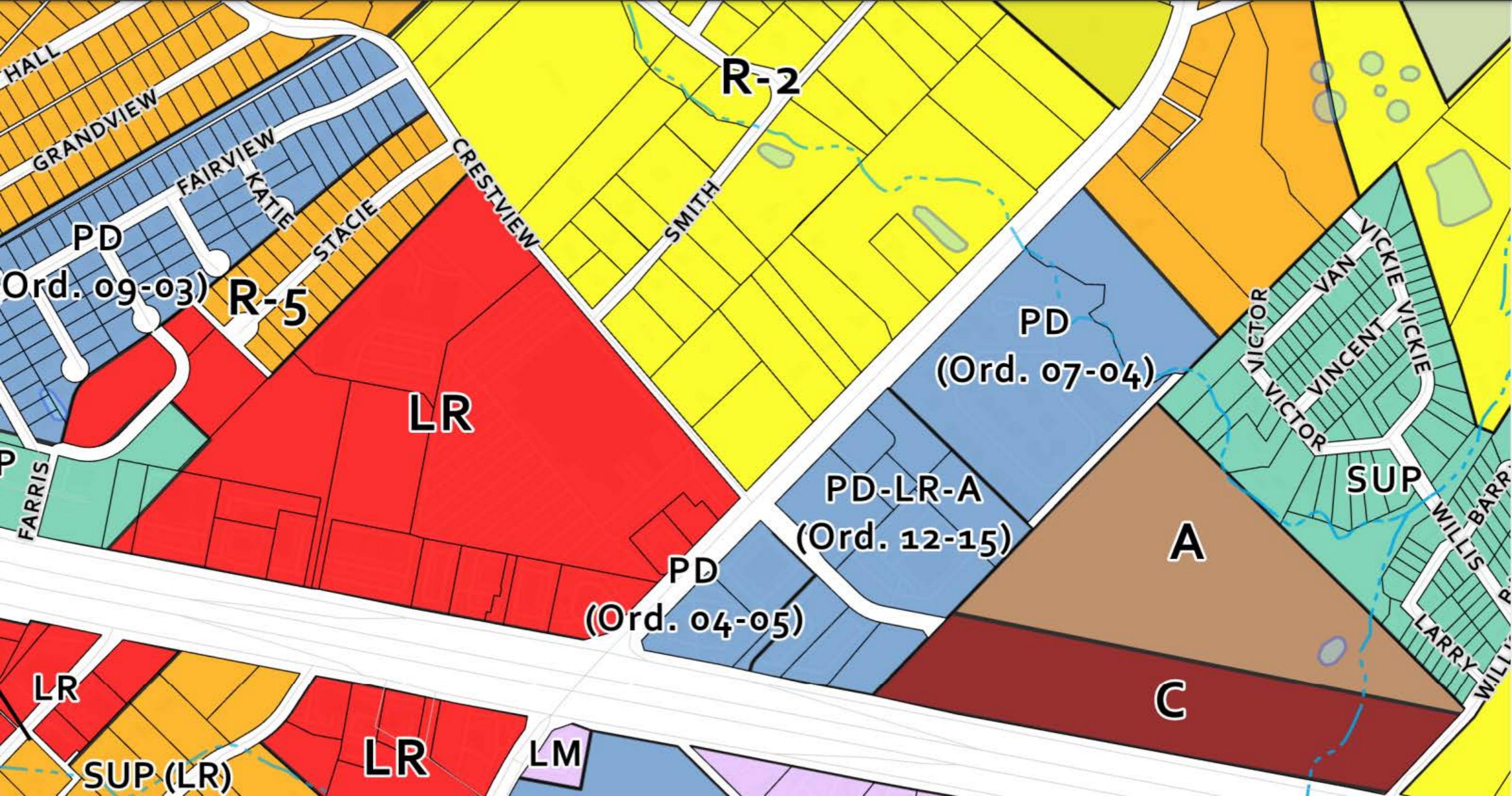
Crestview Dr

E Malloy Bridge Rd

E Malloy Bridge Rd

600





R-2

R-5

LR

PD
(Ord. 07-04)

PD-LR-A
(Ord. 12-15)

PD
(Ord. 04-05)

SUP

A

C

LM

LR

SUP (LR)

LR

PD
(Ord. 09-03)

PD-LR Ordinance

PLANNED DEVELOPMENT – LOCAL RETAIL (PD-LR)

2.35 Acres Tract of Land in
Tract 36, John D. Merchant Survey, Abstract No 850

A. GENERAL PURPOSE, INTENT AND DESCRIPTION:

The Planned Development – Local Retail (PD-LR) district is intended to establish a retail and commercial development area that allows for uses as noted in Section B. Unless otherwise stated herein, or otherwise indicated on the Final Site Plan approved by the City of Seagoville, development standards for the property shall be in accordance with the Local Retail (LR) zoning requirements of the City of Seagoville Zoning Ordinance and other applicable portions of the City's Code of Ordinances, as amended.

B. PERMITTED USES:

- (1) Uses permitted in this Planned Development - Local Retail (PD-LR) zoning district, as shown on the attached Concept Plan, are limited to the the following:
 - (a) Restaurant with Dine-in areas and Drive-thru facilities.
 - (b) Tire repair, replacement, and sales, of a national chain/brand only, where all work is conducted inside a building. This use does not allow for outside storage or display of merchandise.

C. AREA AND OTHER REGULATIONS:

(1) Height Regulations

Buildings or structures shall not be higher than 35 feet.

(2) Area Regulations:

- (a) Front Yard – there shall be a front yard with a minimum depth of 25 feet. Where lots have double frontage, the required front yard shall be provided on both streets.
- (b) Side Yard - there shall be a side yard with a minimum depth of 10 feet.
- (c) Rear Yard - there shall be a rear yard with a minimum depth of 10 feet.
- (d) Area of the lot – the minimum lot area requirements shall be 10,000 SF.

Page 1 of 4 (e) Width of the lot - the minimum width of the lot shall be 80 feet.

(3) Parking and Loading Requirements:

The development shall provide and maintain off-street parking as follows:

- (b) Restaurant building (other than dining areas) - 1 parking space per 200 SF of building spaces.
- (c) Restaurant dining room areas - 1 parking space per 100 SF of dining area.
- (d) On-site vehicle stacking of cars for drive-thru lane shall be provided with a minimum of five (5) spaces or as provided on approved Site Plan.
- (e) No loading area will be required for restaurant buildings.

(4) Landscaping Requirements:

City required landscaping of ten (10) percent within the interior of the parking lot may be placed around the perimeter of the parking lot, including but not limited to landscaping at the terminus of parking rows. A reduction in the required landscape area or the number of trees below what is required by the Zoning Ordinance is allowed per approved Site Plan; however, the required landscape area and trees may be placed at the perimeter of the lot rather than within the parking field.

(5) Masonry Requirements:

All buildings and walls shall have eighty percent (80%) masonry exterior sheathing, exclusive of windows and doors. Glass block, stucco, split block, tilt wall and other products of the same type may be counted as masonry. A forty percent (40%) portion of the eighty percent (80%) requirement may be met with EFIS or Stucco at three (3') feet above the ground or higher.

(6) Lighting Requirements:

- a. Allowable lighting shall include 1000-watt equivalent LED fixtures. Additionally, direct illumination as needed to light the front façade of a building shall be allowed. Other allowable lighting shall meet the lighting standards in the Zoning Ordinance.
- b. Mounting Height: Maximum mounting height of site lighting poles shall not exceed thirty-five feet (35').
- c. Intensity: Illumination shall be necessary to maintain a safe environment in the site parking and maneuvering areas. In setting lighting levels, consideration should be given to each individual user in their development program. A common

standard for minimum lighting level of 5-foot candles in parking areas and 0.5-foot candle around site perimeters or property lines.

(5) Screening:

a. The owner of a tract zoned PD-LR, when sharing a common boundary with a single-family use, shall construct and maintain a masonry screening wall of not less than eight feet (8') in height, as required the Zoning Ordinance.

b. Refuse storage areas which are visible from a public right-of-way shall be visually screened by a minimum six-foot (6') high masonry wall on three (3) sides. The fourth side, used for access, may include a screening gate.

(6) Signage:

a. Each lot shall allow one (1) monument sign with a height not to exceed Eight feet (8') from ground and not to exceed Eighty (80) square feet, per sign face. This sign shall be used to advertise individual businesses within their lot.

b. Developer shall allow one (1) special pylon sign not to exceed a height of sixty-five feet (65') and two hundred (200) square feet of sign per sign face, sign shall be located within the development. This multi-tenant sign shall be used to advertise businesses within the development that may or may not have separate lots. Signs shall be located at a minimum distance of twenty feet (20') from all right-of-way lines and ten feet (10') from all property lines.

c. Each plated lot shall allow on-site directional signage not to exceed thirty-six inches (36") in height, nor to exceed twelve (12) square feet per sign face. These directional signs shall not be placed within the right-of-way, and the signs shall not advertise products or services. They may bear the name of the business.

d. Building signage shall not exceed thirty percent (30%) of each building façade, excluding windows, door, and glass store fronts.

D. APPROVAL REQUIREMENTS:

(1) **Overall Concept Plan Review/Approval:** An overall concept plan shall be submitted for City review and approval in accordance with the Planned Development section of the City Zoning Ordinance, prior to any development on the property. Project phasing, if any, shall be shown as well to adequately show the proposed development.

(2) **Site Plan Review:** The review and approval of a Site Plan and associated plats/construction plans in accordance with the City's development review/approval procedures, as may be amended from time to time, shall be required prior to the development of any site. Development standards for each

building site shall be in accordance with the standards and any other applicable standards in the Zoning Ordinance, Subdivision Regulations, and shall clearly show on the Site Plan. No building permit shall be issued until all required plats/plans have been properly approved by the City Council, and no certificate of occupancy shall be issued until all construction and improvements conform to the approved plat, construction plans, and building codes of the City.

- (3) **Façade Plan Review:** Detailed building façade plans shall be submitted for review and approval along with the site improvement plans. The façade plans shall clearly show exterior color finishes and materials to be installed on the building, and it shall show how the building meets the PD Ordinance masonry requirements.
- (4) **Landscape Plan Review:** Detailed landscape plans shall be submitted for review and approval along with the site improvement plans. The landscape plans shall clearly show planting areas and planting materials to be used and shall show how the site meets the PD Ordinance landscaping requirements.



TO: Mayor and City Council
FROM: Bill Medina, Director of Community Development
DATE: September 9, 2024
ITEM: 20
DESCRIPTION: Conduct a public hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and map by granting a change in the zoning from "LR" Local Retail to "LR-SUP" Local Retail with a Special Use Permit to allow for event center use, subject to special conditions, on approximately 3.736 acres being commonly known as 199 North Frontage Road; providing and approving a site plan and elevations; and providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

INTRODUCTION

Consider approving a Special Use Permit for an event center to be located at shop at 199 North U.S. Highway 175.

BACKGROUND

The property owner is requesting approval of a Special Use Permit (SUP) to allow for an event center within the Local Retail zoning district located at 199 N. US Highway 175. The property is currently being developed as a multi-tenant retail/office facility. The current zoning ordinance requires that any event center must be located within a stand alone building, be located within the Local Retail Zoning District, and obtain a Special Use Permit before operating. The proposed 3,000SF event center building is proposed to be a stand alone building located toward the western end of the property.

The requested hours of operation are as follows: Monday through Sunday 9am to 11:00pm.

FINANCIAL IMPACT

N/A

RECOMMENDATION

The Planning and Zoning Commission recommended approval of the request.

ATTACHMENTS

1. Ordinance with Exhibits
2. Application

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS PREVIOUSLY AMENDED, BY CHANGING THE ZONING FROM "LR" LOCAL RETAIL TO "LR-SUP" LOCAL RETAIL WITH A SPECIAL USE PERMIT (SUP 2024-003) TO ALLOW FOR AN EVENT CENTER USE ON AN APPROXIMATELY 3.736 ACRES TRACT BEING LOT 4-AR-1, BLOCK 1 OF THE MALLOY BRIDGE CROSSING TOWN CENTER ADDITION IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING COMMONLY KNOWN AS 199 NORTH FRONTAGE ROAD IN THE CITY OF SEAGOVILLE, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING AND APPROVING A SITE PLAN AND ELEVATIONS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Seagoville and the City Council of the City of Seagoville, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Seagoville is of the opinion and finds that a zoning change should be granted and that the Comprehensive Zoning Ordinance and Map should be amended; Now, Therefore,

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

SECTION 1. That the Comprehensive Zoning Ordinance and map of the City of Seagoville, Texas, as previously amended, be, and the same are hereby amended by changing

the zoning from "LR" Local Retail to "LR-SUP" Local Retail with a Special Use Permit to allow for event center use, subject to special conditions, on approximately 3.736 acres being Lot 4-AR-1, Block 1 in the Malloy Bridge Crossing Town Center Addition in the City of Seagoville, Dallas County, Texas, as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference and being commonly known as 199 North Frontage Road, Seagoville, Dallas County, Texas (the "Property").

SECTION 2. The Property shall be developed and used in accordance with the development standards under the Seagoville Zoning Ordinance, ordinances of the City of Seagoville, and the following special condition:

1. The event center will include a pantry and minimally equipped kitchen sufficient for service of catered food to guests; and
2. The event center shall be available for rental use from 9:00 a.m. to 11:00 p.m. Monday through Saturday.

SECTION 3. The Property shall be used, developed, and maintained in accordance with the site plan and elevations attached hereto and incorporated herein by this reference as Exhibit "B" and Exhibit "C," respectively.

SECTION 4. The Property shall be used, developed and maintained only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended, and as amended herein, and the development, use, and maintenance of the Property shall be in accordance with building regulations, zoning ordinances, and any applicable ordinances except as may be specifically altered or amended herein.

SECTION 5. All provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions

not in conflict with the provisions of this ordinance shall remain in full force and effect.

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

SECTION 7. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 10th day of September, 2024.

APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

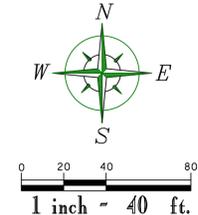
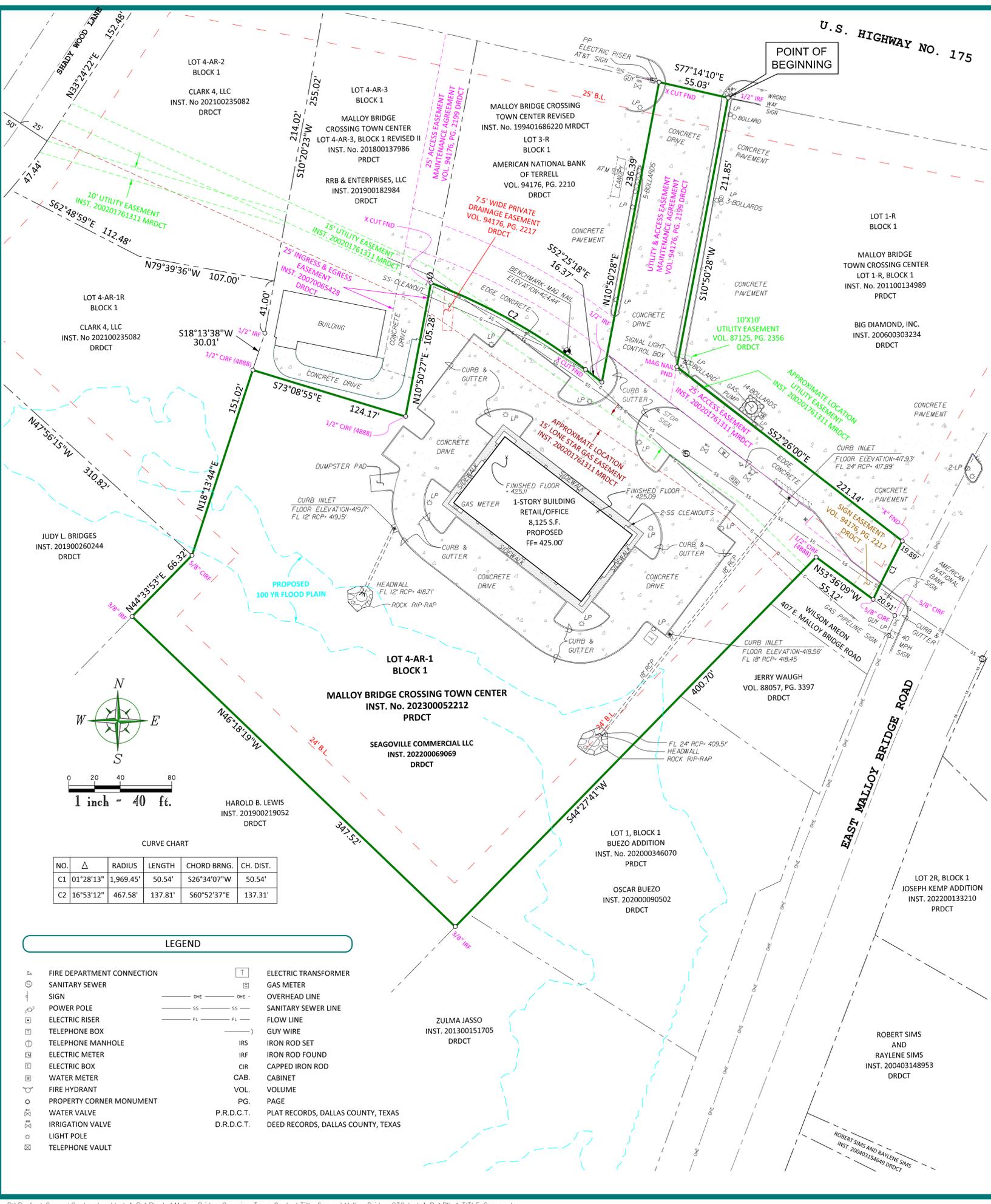
SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

AUTUMN KEEFER, ASST. CITY ATTORNEY

4884-3504-7133, v. 1

EXHIBIT A
[Legal Description and Survey]



CURVE CHART

NO.	Δ	RADIUS	LENGTH	CHORD BRNG.	CH. DIST.
C1	01°28'13"	1,969.45'	50.54'	S26°34'07"W	50.54'
C2	16°53'12"	467.58'	137.81'	S60°52'37"E	137.31'

LEGEND

- | | |
|---|--|
| <ul style="list-style-type: none"> ⊕ FIRE DEPARTMENT CONNECTION ⊖ SANITARY SEWER ⊕ SIGN ⊖ POWER POLE ⊕ ELECTRIC RISER ⊖ TELEPHONE BOX ⊕ TELEPHONE MANHOLE ⊖ ELECTRIC METER ⊕ ELECTRIC BOX ⊖ WATER METER ⊕ FIRE HYDRANT ⊖ PROPERTY CORNER MONUMENT ⊕ WATER VALVE ⊖ IRRIGATION VALVE ⊕ LIGHT POLE ⊖ TELEPHONE VAULT | <ul style="list-style-type: none"> ⊕ ELECTRIC TRANSFORMER ⊖ GAS METER ⊕ OVERHEAD LINE ⊖ SANITARY SEWER LINE ⊕ FLOW LINE ⊖ GUY WIRE ⊕ IRON ROD SET ⊖ IRON ROD FOUND ⊕ CAPPED IRON ROD ⊖ CABINET ⊕ VOLUME ⊖ PAGE ⊕ PLAT RECORDS, DALLAS COUNTY, TEXAS ⊖ DEED RECORDS, DALLAS COUNTY, TEXAS |
|---|--|

- NOTES:
- Bearings based on Texas State Plane Coordinate System of 1983 - North Central Zone (NAD83)
 - BENCHMARK- MAG NAIL set in concrete approximately 82' northeast from the northwest corner of building and 84' northwest from nearest stop sign with a Northing of 6923781.4458 and an Easting of 2572916.8240. Elevation=424.44' (Shown Hereon)
 - THIS PROPERTY IS LOCATED IN ZONE "X" (other areas determined to be located outside the 500-year floodplain), according to Flood Insurance Rate Map No. 48113C0545K, Revised date July 7, 2014. If this site is not within an identified flood hazard area, this Flood Statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Flood Statement shall not create liability on the part of the surveyor.
 - The surveyor prepared this survey using that certain Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company issued May 16, 2024, effective date May 9, 2024 (GF No. CW-2250-2200502400067-SH) and assumes no liability for any easements, right-of-way dedications or other title matters affecting the subject property which do not appear on aforementioned title commitment.

- Regarding items identified on Schedule 'B' of Commonwealth Land Title Insurance Company, GF No. CW-2250-2200502400067-SH issue date May 16, 2024, item No. 10:
- The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
 - All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
 - All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land that are not listed.
 - Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or offered for dedication, on the map of said tract/plat;
 - Purpose: 25' access easement
Recording No: 200201761311, Map Records, Dallas County, Texas (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON)
 - Purpose: Variable width utility easement
Recording No: 200201761311, Map Records, Dallas County, Texas (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON)
 - Purpose: 15' Lone Star Gas Company easement
Recording No: 200201761311, Map Records, Dallas County, Texas (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON)

- 25' and 24' Building set-back lines, as disclosed by said map/plat.
(AFFECTS SUBJECT PROPERTY AS SHOWN HEREON)
- Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
 - Granted to: Texas Power & Light Company
Purpose: Electric
Recording Date: April 20, 1960
Recording No: Volume 5320, Page 3, Real Property Records, Dallas County, Texas (MAY AFFECT SUBJECT PROPERTY - NOT SHOWN HEREON)

- Maintenance Agreement
Recording Date: September 13, 1994
Recording No.: Volume 94176, Page 2199, Real Property Records, Dallas County, Texas (MAY AFFECT SUBJECT PROPERTY - NOT A SURVEY MATTER)
 - Matters contained in that certain document
Entitled: Easement Agreement
Dated: May 5, 1994
Executed by: Guaranty Federal Bank, F.S.B. and American National Bank of Terrell
Recording Date: September 13, 1994
Recording No: Volume 94176, Page 2217, Real Property Records, Dallas County, Texas (AFFECTS SUBJECT PROPERTY - SHOWN HEREON)
- Which provides for, among other things: right-of-way.

PROPERTY DESCRIPTION

Being, all of Lot 4-AR-1, Block 1, of Malloy Bridge Crossing Town Center, recorded under Instrument Number 202300052212 Plat Records, Dallas County, Texas (PRDCT), situated in the J.D. Merchant Survey, Abstract No. 850, Dallas County, Texas, conveyed by deed to Seagoville Commercial LLC, recorded under Instrument Number 202200069069 Deed Records, Dallas County, Texas (DRDCT), and being more particularly described as follows:

Beginning at a 1/2 inch iron rod found in the south line of U.S. Highway No. 175 for the most northern northeast corner of said Lot 4-AR-1, same being the northwest corner of Malloy Bridge Town Crossing Center Lot 1-R, Block 1, recorded under Instrument Number 201100134989 Plat Records, Dallas County, Texas;

Thence South 10 degrees 50 minutes 28 seconds West, along the west line of said Lot 1-R, same being an east line of said Lot 4-AR-1, a distance of 211.85 feet to a set Mag-Nail at the Southwest corner of said Lot 1-R;

Thence South 52 degrees 26 minutes 00 seconds East, along the south line of said Lot 1-R, same being a north line of said Lot 4-AR-1, a distance of 221.14 feet to a found X cut in concrete in the West line of East Malloy Bridge Road, for a point in the south line of said Lot 1-R, same being the most easterly northeast corner of said Lot 4-AR-1, said point also being the beginning of a non-tangent curve to the left with a radius of 1,969.45 feet, a central angle of 01 degrees 28 minutes 13 seconds, and a chord bearing of South 26 degrees 34 minutes 07 seconds West, a distance of 50.54 feet;

Thence Southwesterly, along said west line, an arc length of 50.54 feet to a found 5/8 inch iron rod capped "Neel-Schaffer" in the north line of a tract of land conveyed to Wilson Areon (recording not found, ownership per Dallas County Appraisal District) for corner;

Thence North 53 degrees 36 minutes 09 seconds West, a distance of 55.12 feet to a found 1/2 inch iron rod capped "4888" for an interior ell corner of said Lot 4-AR-1, same being the northwest corner of said Areon tract;

Thence South 44 degrees 27 minutes 41 seconds West, a distance of 400.70 feet to a found 3/8 inch iron rod in the west line of a tract of land conveyed by deed to Zulma Jasso, recorded under Instrument Number 201300151705 DRDCT, same being the east line of a tract of land conveyed to Harold B. Lewis, recorded under Instrument Number 201900219052 DRDCT, for the most southerly southeast corner of said Lot 4-AR-1;

Thence North 46 degrees 18 minutes 19 seconds West, along the south line of said Lot 4-AR-1, same being the north line of said Lewis tract, a distance of 347.52 feet, to a found 3/8 inch iron rod in the east line of a tract of land conveyed to Judy L. Bridges, recorded under Instrument Number 201900260244 DRDCT, for the southwest corner of said Lot 4-AR-1;

Thence North 44 degrees 33 minutes 53 seconds East, a distance of 66.32 feet to a found 5/8 inch iron rod capped "Neel-Schaffer" for an angle point, said point being the southeast corner of Lot 4-AR-1R, Block 1 of said Malloy Bridge Crossing Town Center, also described in deed to Clark 4, LLC, recorded under Instrument Number 202100235082, Deed Records, Dallas County, Texas;

Thence North 18 degrees 13 minutes 44 seconds East, along the west line of said Lot 4-AR-1, same being the east line of said Lot 4-AR-1R, a distance of 151.02 feet to a found 1/2 inch iron rod capped "4888" for the most westerly northwest corner of said Lot 4-AR-1, same being an angle point for said Lot 4-AR-1R and the southwest corner of Lot 4-AR-3, Block 1 Malloy Bridge Crossing Town Center, Revised II, recorded under Instrument Number 201800137986 PRDCT;

Thence South 73 degrees 08 minutes 55 seconds East, along a north line of said Lot 4-AR-1, same being the south line of said Lot 4-AR-3, a distance of 124.17 feet to a found 1/2 inch iron rod capped "4888" for ell corner of said Lot 4-AR-1, same being the southeast corner of said Lot 4-AR-3;

Thence North 10 degrees 50 minutes 27 seconds East, along a west line of said Lot 4-AR-1, same being the east line of said Lot 4-AR-3, a distance of 105.28 feet to a found X cut in concrete for a northwest corner of said Lot 4-AR-1, same being the southwest corner of Lot 3-R, Block 1, Malloy Bridge Town Center Revised, recorded under Instrument Number 199401686220 MRDCT, said corner also being the beginning of a non-tangent curve to the right with a radius of 467.58 feet, a central angle of 16 degrees 53 minutes 12 seconds, a chord bearing of South 60 degrees 52 minutes 37 seconds East with a distance of 137.31 feet;

Thence Southeasterly, along said non-tangent curve to the right for a north line of said Lot 4-AR-1, same being the south line of said Lot 3-R, and arc length of 137.81 feet to a found X cut in concrete;

Thence South 52 degrees 25 minutes 18 seconds East, continuing along said common line, a distance of 16.37 feet for a found 1/2 inch iron rod for corner, same being the southeast corner of said Lot 3-R;

Thence North 10 degrees 50 minutes 28 seconds East, along the east line of said Lot 3-R, a distance of 236.39 feet to a found X cut in concrete for corner in the south line of U.S. Highway No. 175, for the northeast corner of said Lot 3-R, Block 1, same being the most northern northwest corner of said Lot 4-AR-1;

Thence South 77 degrees 14 minutes 10 seconds East, along said south line, a distance of 55.03 feet PLACE OF BEGINNING and containing 161,731.758 square feet or 3.712 acres of land.

SURVEYOR'S CERTIFICATION;

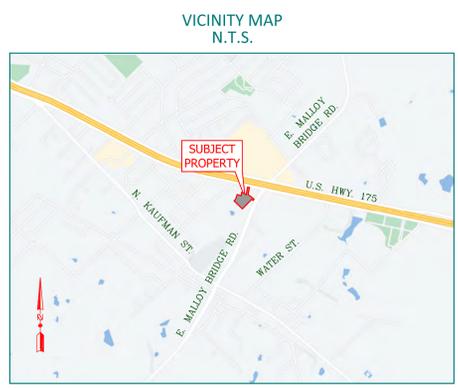
I, Philip Wolters, of Neel-Schaffer Incorporated, a Registered Professional Land Surveyor of the State of Texas, do hereby certify to;

Commonwealth Land Title Insurance Company.;
Seagoville Commercial, LLC, a Texas Limited Liability Company;
that:

- this plat of survey and the property description set forth hereon are true and correct and prepared from an actual on-the-ground survey of the real property shown hereon;
- such survey was conducted under my supervision on May 30, 2024;
- the monument location, size and type of material thereon are correctly shown;
- except as shown hereon, there are no intrusions onto the property or protrusions therefrom, there are no visible easements or right-of-way on the property and there are no visible discrepancies, conflicts, shortages in area or boundary line conflicts;
- the size location and type of improvements are as shown hereon.



Philip B. Wolters
Philip B. Wolters
Registered Professional Land Surveyor
Texas Registration Number 5894
JUNE 4, 2024
Date

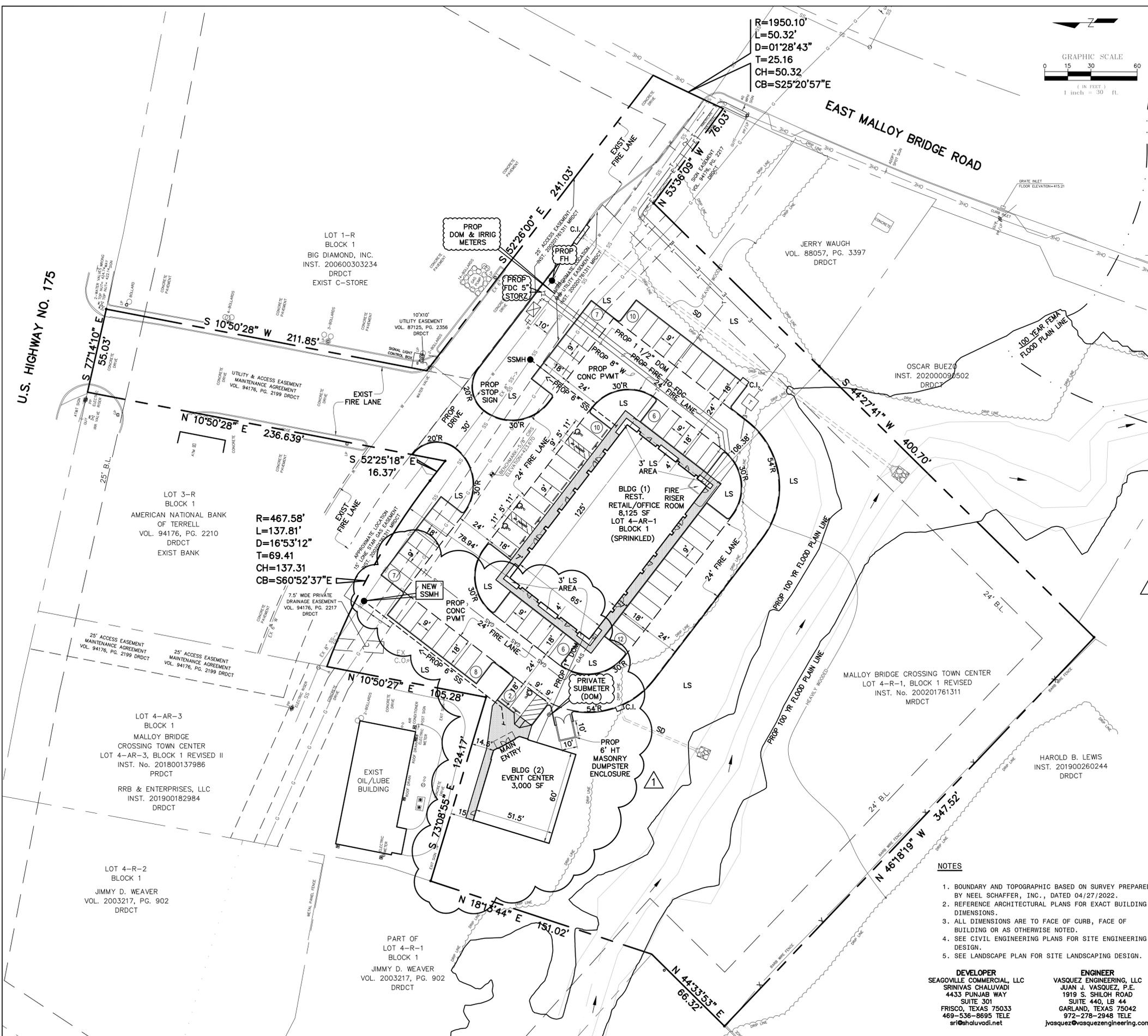


LAND TITLE SURVEY
BEING ALL OF LOT 4-AR-1, BLOCK 1
MALLOY BRIDGE CROSSING TOWN CENTER
INSTRUMENT NUMBER 202300052212
PLAT RECORDS, DALLAS COUNTY, TEXAS (PRDCT)
JUNE 2024

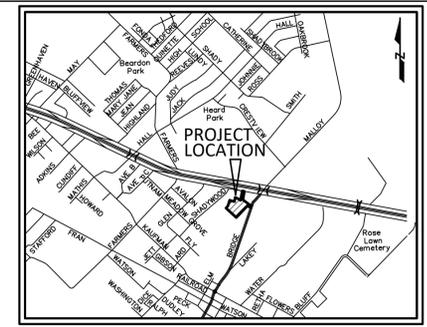
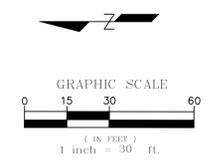
OWNER
SEAGOVILLE COMMERCIAL LLC
4433 PUNJAB WAY, SUITE 301
FRISCO, TEXAS 75003
PHONE: 469-252-1261

NEEL-SCHAFFER
Solutions you can build upon
NEEL-SCHAFFER, INC
2501 Avenue J, Suite 120, Arlington, Texas 76066
CONTACT: Philip B. Wolters, RPLS No. 5894
PHONE: 817-548-0696
EMAIL: phil.wolters@neel-schaffer.com
TBPLS FIRM REGISTRATION NO. 10021800

EXHIBIT B
[Site Plan]



R=1950.10'
L=50.32'
D=01°28'43"
T=25.16
CH=50.32
CB=S25°20'57"E



LOCATION MAP
NOT TO SCALE

EXISTING	LEGEND	PROPOSED
---	PROPERTY LINE	---
---	PAVEMENT	---
---	SIDEWALK	---
x	BARB WIRE FENCE	---
G	GAS	---
OHE	O.H. ELECTRIC	---
---	U.G. ELECTRIC	---
---	TELEPHONE	---
---	WATER	---
---	SANITARY SEWER	---
---	STORM SEWER	---
LP	LIGHT POLE	---
---	POWER POLE	---
---	LANDSCAPE	LS
---	WATER VALVE	T
---	SAN. SEWER MH	●
---	TRANSFORMER	□
---	BOLLARD	---
---	DRIP LINE	---
---	CURB INLET	□
---	FLOW ARROW	---

SITE SUMMARY TABLE

Site Address	EAST MALLOY BRIDGE RD @ U.S. HWY NO. 175	
County	DALLAS	
Project Name	SEAGOVILLE BUSINESS PARK	
Zoning District	LR-LOCAL RETAIL DISTRICT	
Proposed use	OFFICE/RETAIL STORE	
Site Area:	3.736 Acres 162,742 S.F.	
Building Area (1)	8,125 S.F.	
Building Area (2)	3,000 S.F.	
Total Building Area =	11,125 S.F.	
Building Height:	BLDG (1) 1 Story 28'-1" BLDG (2) 1 Story 25'-6"	
Lot Coverage:	11,125 S.F. / 162,742 = 6.84%	
Floor Area Ratio:	11,125 S.F. / 162,742 = 1:6.84	
Parking Required:	RETAIL	
REST.	1/150 SF = 2000/150	= 14 SPACES
EVENT CENTER	1/150 SF = 3000/150	= 20 SPACES
RETAIL	10 SPCS FOR FIRST 5,000 SF	= 10 SPACES
	1/333 SF = 1125/333 SF	= 4 SPACES
	TOTAL REQUIRED	= 48 SPACES
Parking Provided:	REGULAR = 64 SPACES	
	HANDICAP	= 4 SPACES
	TOTAL	= 68 SPACES
Impervious Area:	63,354 S.F.	
Impervious Area Ratio:	63,354 S.F. / 162,742 = 38.93%	
Pervious Area Ratio:	99,388 S.F. / 162,742 = 61.07%	

NOTES

- BOUNDARY AND TOPOGRAPHIC BASED ON SURVEY PREPARED BY NEEL SCHAFER, INC., DATED 04/27/2022.
- REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
- ALL DIMENSIONS ARE TO FACE OF CURB, FACE OF BUILDING OR AS OTHERWISE NOTED.
- SEE CIVIL ENGINEERING PLANS FOR SITE ENGINEERING DESIGN.
- SEE LANDSCAPE PLAN FOR SITE LANDSCAPING DESIGN.

DEVELOPER
SEAGOVILLE COMMERCIAL, LLC
SRINIVAS CHALUVADI
4433 PUNJAB WAY
SUITE 301
FRISCO, TEXAS 75033
469-536-8695 TELE
sri@shaluvadi.net

ENGINEER
VASQUEZ ENGINEERING, LLC
JUAN J. VASQUEZ, P.E.
1919 S. SHILOH ROAD
SUITE 440, LB 44
GARLAND, TEXAS 75042
972-278-2948 TELE
jvasquez@vasquezengineering.com

SITE PLAN
SEAGOVILLE BUSINESS PARK
LOT 4-AR-1, BLOCK 1
MALLOY BRIDGE CROSSING TOWN CENTER
3.736 ACRES, 162,742 S.F.
CITY OF SEAGOVILLE, DALLAS COUNTY TEXAS
MAY 31, 2024

SITE PLAN

LOT 4-AR-1, BLOCK 1
SEAGOVILLE BUSINESS PARK
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS

Scale: 1" = 30'
Designed by: J.J.V.
Drawn by: D.R.S.
Checked by: J.J.V.
603-19 Years \SP1 SITE PLAN.dwg
05/31/2024

SHEET
SP1

APP. JUV
EVENTS CENTER ADDITION
DATE 05/31/24
NO. A

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JUAN J. VASQUEZ, P.E. ON 05/31/2024

DEVELOPER:
SEAGOVILLE COMMERCIAL, LLC
4433 PUNJAB WAY
SUITE 301
FRISCO, TX 75033

VASQUEZ ENGINEERING L.L.C.
1919 S. Shiloh Road
Suite 440, LB 44
Garland, Texas 75042
Ph: 972-278-2948
TX Registration # F-12266

EXHIBIT C
[Elevations]

4884-3504-7133, v. 1



ZONING APPLICATION

City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: _____ City Council: _____
DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required): _____

Application Type:

- Initial Zoning (newly annexed or Agricultural property)
- Rezoning (property currently zoned)
- Planned Development (PD) – see Zoning Ordinance for special requirements and procedures
- Specific Use Permit (SUP) – see Zoning Ordinance for special requirements and procedures

Name of Subdivision or Project: Malloy Bridge Crossing Town Center
 Physical Location of Property: 205 N Frontage Road
[General Location – approximate distance to nearest existing street corner]
 Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description):
Lot 4-AR-1, Block 1 of the Malloy Bridge Crossing Town Center Addition
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]
 Acreage: 3.736 Existing Zoning: LR Requested Zoning: Same
[Attach a detailed description of requested zoning & development standards, if a PD]

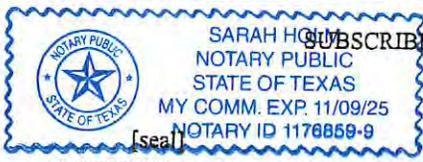
Applicant / Owner's Name: Seagoville Commercial, LLC Applicant or Owner? (circle one)
 Contact Person: Srinivas Chaluvadi Title: Manager
 Company Name: Seagoville Commercial, LLC
 Street/Mailing Address: 4433 Punjab Way #301 City: Frisco State: TX Zip: 75033
 Phone: (_____) _____ Fax: (_____) _____ Email Address: _____

Engineer / Representative's Name: Vasquez Engineering, LLC
 Contact Person: Juan J. Vasquez Title: President
 Company Name: Vasquez Engineering, LLC
 Street/Mailing Address: 1919 S. Shiloh Road, Suite 440 City: Garland State: TX Zip: 75042
 Phone: (_____) _____ Fax: (_____) _____ Email Address: _____

SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DATE. (All zoning applications must be advertised in the newspaper, and notices must be mailed to all property owners within 200 feet of the subject property. Please contact City staff in advance for submittal deadlines.)
All applications must be COMPLETE before they will be scheduled for P&Z agenda. It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be obtained from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements.
All application materials (one copy) must be delivered to the City's Planner. The name, address, phone number, etc. of the City's Planner can be obtained from City staff. Failure to submit all materials to the City's Planner may result in delays scheduling the zoning application for a P&Z agenda.
Notice of Public Records. The submission of plans/drawings with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

I hereby certify that I am the Owner, or the duly authorized agent of the Owner (proof of authorization attached), for the purposes of this application, and that all information submitted herein is complete, true and correct to the best of my knowledge. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

Signed: [Signature] Title: MANAGER Date: 06/07/24



SUBSCRIBED AND SWORN TO before me, this 7th day of June, 2024
[Month] [Year]
 Notary Public in and for the State of Texas: [Signature]
 My Commission Expires On: 11/9/2025

Office Use Only: Date Rec'd: _____ Fees Paid: \$ _____ Check #: _____ Receipt #: _____
 Zoning Case # _____ Accepted By: _____ Official Submittal Date: _____



TO: Mayor and City Council
FROM: Gail French, Director of Finance
DATE: September 09, 2024
ITEM: 21
DESCRIPTION: Discuss and consider approval of three (3) Hotel Occupancy Tax Grant Agreements with Seagoville Chamber of Commerce for Mayfest (\$12,500.00); Seagofest (\$12,500.00); and 4th of July Celebration (\$6,000.00) totaling thirty-one thousand dollars (\$31,000.00) for the fiscal year October 1, 2024 through September 30, 2025; and authorizing the City Manager to sign all necessary documents.

INTRODUCTION

Discuss and consider approval of three (3) Hotel Occupancy Tax Grant Agreements with Seagoville Chamber of Commerce.

BACKGROUND

The Seagoville Chamber of Commerce requested three (3) grants during the August 19th council meeting. The City Council directed staff at the August 19th meeting to prepare the three (3) grant agreements for a combined total disbursement of \$31,000.00.

The attached three (3) agreements provide terms for the use of hotel occupancy tax funds by the Seagoville Chamber of Commerce. It addresses budget submission, reporting and banking requirements as well as action to be taken by the city in the event the agreement is breached.

FINANCIAL IMPACT

Hotel Occupancy Tax funding is available for this expenditure.

RECOMMENDATION

Approval

ATTACHMENTS

1. Agreements

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

HOTEL OCCUPANCY TAX GRANT

This Agreement (the “Agreement”) is made by and between the City of Seagoville, Texas (the “City”), and the Seagoville Chamber of Commerce (the “Applicant”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City is authorized by Chapter 351 of the Texas Tax Code to levy a hotel occupancy tax to be used to directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the City has, by ordinance, imposed a local hotel occupancy tax; and

WHEREAS, the City Council finds that an expenditure of local hotel occupancy tax for the Applicant as set forth herein, will directly enhance and promote tourism and, the convention and hotel industry in the City or its vicinity, and further finds that the expenditures are for one or more the statutorily authorized categories;

NOW THEREFORE, in consideration of the premises and mutual agreements contained herein, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Subject to availability of funds during the City’s fiscal year 2024-2025, the City agrees to provide the Applicant a hotel occupancy tax grant (the “Grant”) in the amount of up to Twelve Thousand Five Hundred Dollars (\$12,500.00).
2. Applicant agrees to utilize the Grant for the Mayfest 2025 event, including music, cultural, entertainment, and art components thereof, advertising expenses, and administrative expenses related thereto as allowed by law, to attract tourists to Seagoville.
3. City agrees to provide the Grant or the necessary funds from the Grant to Applicant upon submission to the City Manager of satisfactory proof that Applicant has incurred costs or eligible expenses in accordance with the terms of this Agreement.
4. Applicant agrees to complete the project(s) for which the City provided the Grant between the dates of October 1, 2024 and September 30, 2025, and requests for reimbursements are due on or before October 10, 2025. Applicant shall provide the City with receipts, lists of names and addresses of visitor requests, and other information reasonably satisfactory to the City to evidence that Applicant has incurred eligible expenses in accordance with the terms of this Agreement. All receipts and other information shall be submitted with the request for reimbursement. Any unexpended Grant funds that remain shall not be carried forward to future years.

5. In the event the Applicant breaches any of the terms of this Agreement or fails to use the Grant for the purposes set forth herein, then the Applicant, after expiration of the notice and cure period described herein, shall in be in default of this Agreement. As liquidated damages in the event of such default, the Applicant shall, within thirty (30) days after demand, pay to the City the sum equal to the Grant funds provided to the Applicant with interest at the rate of four percent (4%) per annum or the highest interest rate allowed by law, whichever is lower, from date of receipt of the Grant until paid. The Parties acknowledge that actual damages in the event of default would be speculative and difficult to determine. Upon breach by Applicant of any obligations under this Agreement, the City shall notify the Applicant in writing, which shall have thirty (30) days from receipt of the notice in which to cure such default. If Applicant fails to cure the default within the time provided herein, or, as such time period may be extended, then the City, at its sole option, shall have the right to terminate this Agreement without further notice to the Applicant and demand repayment of the Grant funds plus interest as provided above.

6. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement may not be assigned without the express written consent of City.

7. It is understood and agreed between the Parties that Applicant, in the use of the Grant and in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibilities or liabilities to third parties in connection with these actions. Applicant agrees to indemnify and hold harmless the City from all such claims, suits, and causes of action, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of the Applicant's performance of the conditions under this Agreement.

8. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage pre-paid, certified mail, return receipt requested, addressed to the Party at the address set forth below the signature of the Party.

9. This Agreement 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 personal and subject matter jurisdiction of said court.

10. 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 it.

[Signature Page to Follow]

EXECUTED this _____ day of September 2024.

CITY OF SEAGOVILLE, TEXAS

By: _____

Patrick Stallings

City Manager

Address: 702 US-175 Frontage Road
Seagoville, TX 75159

EXECUTED this _____ day of September 2024.

SEAGOVILLE CHAMBER OF COMMERCE

By: _____

Ritha Edwards

Chief Executive Officer

Address: 109 N. Kaufman Street
Seagoville, TX 75159

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

HOTEL OCCUPANCY TAX GRANT

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RECITALS:

WHEREAS, the City is authorized by Chapter 351 of the Texas Tax Code to levy a hotel occupancy tax to be used to directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the City has, by ordinance, imposed a local hotel occupancy tax; and

WHEREAS, the City Council finds that an expenditure of local hotel occupancy tax for the Applicant as set forth herein, will directly enhance and promote tourism and, the convention and hotel industry in the City or its vicinity, and further finds that the expenditures are for one or more the statutorily authorized categories;

NOW THEREFORE, in consideration of the premises and mutual agreements contained herein, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Subject to availability of funds during the City’s fiscal year 2024-2025, the City agrees to provide the Applicant a hotel occupancy tax grant (the “Grant”) in the amount of up to Twelve Thousand Five Hundred Dollars (\$12,500.00).
2. Applicant agrees to utilize the Grant for the Seagofest 2025 event, including music, cultural, entertainment, and art components thereof, advertising expenses, and administrative expenses related thereto as allowed by law, to attract tourists to Seagoville.
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4. Applicant agrees to complete the project(s) for which the City provided the Grant between the dates of October 1, 2024 and September 30, 2025, and requests for reimbursements are due on or before October 10, 2025. Applicant shall provide the City with receipts, lists of names and addresses of visitor requests, and other information reasonably satisfactory to the City to evidence that Applicant has incurred eligible expenses in accordance with the terms of this Agreement. All receipts and other information shall be submitted with the request for

reimbursement. Any unexpended Grant funds that remain shall not be carried forward to future years.

5. In the event the Applicant breaches any of the terms of this Agreement or fails to use the Grant for the purposes set forth herein, then the Applicant, after expiration of the notice and cure period described herein, shall in be in default of this Agreement. As liquidated damages in the event of such default, the Applicant shall, within thirty (30) days after demand, pay to the City the sum equal to the Grant funds provided to the Applicant with interest at the rate of four percent (4%) per annum or the highest interest rate allowed by law, whichever is lower, from date of receipt of the Grant until paid. The Parties acknowledge that actual damages in the event of default would be speculative and difficult to determine. Upon breach by Applicant of any obligations under this Agreement, the City shall notify the Applicant in writing, which shall have thirty (30) days from receipt of the notice in which to cure such default. If Applicant fails to cure the default within the time provided herein, or, as such time period may be extended, then the City, at its sole option, shall have the right to terminate this Agreement without further notice to the Applicant and demand repayment of the Grant funds plus interest as provided above.

6. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement may not be assigned without the express written consent of City.

7. It is understood and agreed between the Parties that Applicant, in the use of the Grant and in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibilities or liabilities to third parties in connection with these actions. Applicant agrees to indemnify and hold harmless the City from all such claims, suits, and causes of action, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of the Applicant's performance of the conditions under this Agreement.

8. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage pre-paid, certified mail, return receipt requested, addressed to the Party at the address set forth below the signature of the Party.

9. This Agreement 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 personal and subject matter jurisdiction of said court.

10. 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 it.

[Signature Page to Follow]

EXECUTED this _____ day of September 2024.

CITY OF SEAGOVILLE, TEXAS

By: _____
Patrick Stallings
City Manager
Address: 702 US-175 Frontage Road
Seagoville, TX 75159

EXECUTED this _____ day of September 2024.

SEAGOVILLE CHAMBER OF COMMERCE

By: _____
Ritha Edwards
Chief Executive Officer
Address: 109 N. Kaufman Street
Seagoville, TX 75159

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[Signature Page to Follow]

[Type here]

EXECUTED this _____ day of September 2024.

CITY OF SEAGOVILLE, TEXAS

By: _____

Patrick Stallings

City Manager

Address: 702 US-175 Frontage Road
Seagoville, TX 75159

EXECUTED this _____ day of September 2024.

SEAGOVILLE CHAMBER OF COMMERCE

By: _____

Ritha Edwards

Chief Executive Officer

Address: 109 N. Kaufman Street
Seagoville TX 75159

[Type here]



TO: Mayor and City Council
FROM: Gail French, Director of Finance
DATE: September 09, 2024
ITEM: 22
DESCRIPTION: Discuss and consider a Resolution adopting the Master Fee Schedule; and providing an effective date of October 1, 2024.

INTRODUCTION

The purpose of this item is to discuss and consider approving a Resolution of the City Council of the City of Seagoville, adopting the Master Fee Schedule.

BACKGROUND

The City has previously adopted a Master Fee Schedule setting the fees charged for all services, permits, and related matters. It has been necessary that the Master Fee Schedule be amended from time to time by resolution of the City Council.

The City Council, upon the recommendation of City Staff, finds that the Master Fee Schedule should be updated and amended as set forth in Exhibit "A" attached hereto effective October 1, 2024.

FINANCIAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Resolution
2. Master Fee Schedule

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, ADOPTING THE MASTER FEE SCHEDULE, ATTACHED HERETO AS EXHIBIT “A”; PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has previously adopted a Master Fee Schedule setting the fees to be charged for all services, permits, and related matters; and

WHEREAS, it has been necessary that the Master Fee Schedule be amended from time to time by resolution of the City Council; and

WHEREAS, the City Council, upon the recommendation of City Staff, finds that the Master Fee Schedule should be updated and amended as set forth in Exhibit “A” attached hereto effective October 1, 2024;

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

SECTION 1. That a Master Fee Schedule, attached hereto as Exhibit “A”, is hereby approved by the City Council of the City of Seagoville, Texas, to be effective October 1, 2024.

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

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

SECTION 4. This Resolution and the fees established herein shall take effect on the 1st day of October 2024, and it is accordingly so resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 9th day of September 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Autumn Keefer, Asst. City Attorney

EXHIBIT A

[Master Fee Schedule Effective October 1, 2024]

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2024-2025
GENERAL GOVERNMENT

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/23	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/24
GENERAL GOVERNMENT ADMINISTRATION / ALL DEPARTMENTS				
PUBLIC INFORMATION CHARGES				
Copies, standard size	Per page	\$ 0.10		\$ 0.10
Copies, non-standard size	Per page	\$ 0.50		\$ 0.50
Disc (CD-RW or CD-R)	Each	\$ 1.00		\$ 1.00
Digital video disc (DVD)	Each	\$ 3.00		\$ 3.00
VHS video cassette	Each	\$ 2.50		\$ 2.50
Audio cassette	Each	\$ 1.00		\$ 1.00
Other electronic media	Each	Actual cost		Actual cost
Personnel charge	Per hour	\$ 15.00		\$ 15.00
Overhead charge	Based on personnel charge	20%		20%
Miscellaneous supplies		Actual cost		Actual cost
Postage and shipping		Actual cost		Actual cost
Certification of true copies		\$ 2.50		\$ 2.50
Attestation under Seal of Seagoville		\$ 2.50		\$ 2.50
DOCUMENTS				
Charter		\$ -		\$ -
Code of Ordinances	Available from Franklin Legal Publishing	\$ -		\$ -
FINANCE CHARGES				
Returned Check		\$ 30.00		\$ 30.00
Lien Administrative Fee		\$ 100.00		\$ 100.00
Lien Per Annum		10%		10%

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2024-2025
PUBLIC LIBRARY

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/23	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/24
PUBLIC LIBRARY				
LIBRARY CARDS				
Replacement card	Per card	\$ 3.00		\$ 3.00
Non-Resident Annual Fee Effective 03/29/2022	Annually	\$ 20.00		\$ 20.00
LATE CHARGES				
Books	Per item per day	\$ 0.10		\$ 0.10
DVDs and Videos	Per day	\$ 1.00		\$ 1.00
WiFi HotSpot	Per day	\$ 1.00		\$ 1.00
MISCELLANEOUS CHARGES				
Faxing	Per page			\$ 0.50
Interlibrary loans	Per fulfilled request	\$ 1.00		\$ 1.00
Laminating	Per linear foot	\$ 0.50		\$ 0.50
Standard copies	Per page	\$ 0.20		\$ 0.20
Computer generated printing - B/W	Per page	\$ 0.20		\$ 0.20
Lost or damaged item processing fee	Per item	\$ 5.00		\$ 5.00
Material replacement	Per item	Actual Replacement Cost		Actual Replacement Cost
Replace lost - damaged WiFi device	Per item	\$80.00		\$80.00
Lost - damaged WiFi device processing fee	Per item	\$20.00		\$20.00
Repair of damaged library materials	Per item	Actual Cost		Actual Cost
Replace lost or damaged DVD case	Per item	\$ 3.00		\$ 3.00
Replace lost or damaged Video case	Per item	\$ 3.00		\$ 3.00
Replace lost or damaged audio book case	Per item	\$ 5.00		\$ 5.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2024-2025
PARKS AND RECREATION

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/23	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/24
PARKS AND RECREATION				
RENTAL FEES				
Basketball court reservation	Minimum 1 Hour \$15.00 per Hour	\$ 15.00	\$ 5.00	\$ 20.00
Field reservations with lights	Minimum 1 Hour \$15.00 per Hour	\$ 15.00	\$ 35.00	\$ 50.00
Field reservations, no lights, per field	Minimum 1 Hour \$10.00 per Hour	\$ 10.00	\$ 15.00	\$ 25.00
Special Event Fee Based	Special License and Use Agreement	20% Total Revenues		20% Total Revenues
Special Event Non Fee Based	Special License and Use Agreement	\$ 200.00	\$ 300.00	\$ 500.00
Police Security	Special License and Use Agreement	Invoiced @ Cost		Invoiced @ Cost
Public Works and Barricades	Special License and Use Agreement	Invoiced @ Cost		Invoiced @ Cost
Pavilion - CO Bruce Central Park	Minimum 1 Hour \$10.00 per Hour	\$ 10.00	\$ 5.00	\$ 15.00
ALL SPORTS LEAGUES ADULT AND YOUTH SPECIAL LICENSE AND USE AGREEMENT				
League participant user fee	Per resident	\$ 5.00	\$ 5.00	\$ 10.00
League participant user fee	Per non-resident	\$ 10.00	\$ 10.00	\$ 20.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2024-2025
POLICE DEPARTMENT

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/23	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/24
POLICE DEPARTMENT				
Offense reports/calls for service	Per page	\$ 0.10		\$ 0.10
Electronic media	Each	Actual cost		Actual cost
Certified reports	Per report	\$ 1.00		\$ 1.00
Accident reports	Per report	\$ 6.00		\$ 6.00
Finger printing	Per person	\$ 10.00		\$ 10.00
Alarm permits - Residential	Per year	\$ 20.00		\$ 20.00
Alarm permits - Business/Commercial	Per year	\$ 30.00		\$ 30.00
After the 5th false alarm per year	Per incident	\$ 20.00		\$ 20.00
Solicitation permits	Per person	\$ 35.00		\$ 35.00
Massage establishment license	Per establishment/annually	\$ 75.00		\$ 75.00
Sexually oriented business license	Per business/annually	\$ 750.00		\$ 750.00
Sexually oriented business application	Per application	\$ 100.00		\$ 100.00
Clearance letters, notarized in house check only	Per letter	\$ 5.00		\$ 5.00
Research fee - Open Records Request	Per hour	\$ 15.00		\$ 15.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2024-2025
ANIMAL CONTROL / SHELTER

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/23	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/24
ANIMAL CONTROL / SHELTER				
REGISTRATION				
Micro Chip		\$ 25.00		\$ 25.00
INTACT ANIMAL PERMIT				
Fee		\$ 250.00		\$ 250.00
Microchip Registration due to change of owner				
	Per animal	\$ 25.00		\$ 25.00
OWNER PICK UP FROM SHELTER (Domestic animal running at large)				
1st offense	Per animal	\$ 25.00		\$ 25.00
2nd offense	Per animal	\$ 50.00		\$ 50.00
3rd offense	Per animal	\$ 75.00		\$ 75.00
SHELTER HOUSING				
Day 1	per animal	\$ 10.00		\$ 10.00
Day 2	per animal	\$ 10.00		\$ 10.00
Day 3	per animal	\$ 10.00		\$ 10.00
TRAP RENTAL				
Large animal trap	per business week basis	\$ 50.00		\$ 50.00
Small animal trap	per business week basis	\$ 25.00		\$ 25.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2024-2025
PLANNING & ZONING

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/23	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/24
PLANNING & ZONING				
PID Fee	\$2,500 per lot		\$ 2,500.00	\$ 2,500.00
City Administrative Fee	\$5,000 per improvement area		\$ 5,000.00	\$ 5,000.00
ZONING CHANGE				
1-2 Acres	Each request	\$ 250.00		\$ 250.00
2.1-5 Acres	Each request	\$ 500.00		\$ 500.00
5.1-15 Acres	Each request	\$ 750.00		\$ 750.00
15.1 or more	per acre or max. \$1500.00	\$60.00 Per Acre		\$60.00 Per Acre
SPECIAL USE PERMIT				
Fee	Each Request (Maximum \$1,500.00)	\$250.00 + \$50.00/Per Acre		\$250.00 + \$50.00/Per Acre
PLANNED DEVELOPMENT				
Fee (Initial PD)	(Maximum \$1,500.00)	\$250.00 + \$75.00/Per Acre		\$250.00 + \$75.00/Per Acre
PD Amendment				
Text Only	Each Request maximum \$1,500.00	\$100.00 + \$25.00 Per Acre		\$100.00 + \$25.00 Per Acre
Concept Plan Only	Each Request maximum \$1,500.00	\$100.00 + \$25.00 Per Acre		\$100.00 + \$25.00 Per Acre
Text & Concept Plan	Each Request (Maximum \$1,500.00)	\$100.00 + \$25.00 Per Acre		\$100.00 + \$25.00 Per Acre
PLATS (includes 2 DRC Reviews)				
Amending Plat	3 Lots or less	\$ 100.00		\$ 100.00
Combination Construction/Final Plat	3 Lots or less	\$ 300.00		\$ 300.00
Combination Construction/Final Plat for Subdivisions	4 Lots or more	\$650.00 + \$10.00/Per Acre or \$3.00/Per Lot/Unit (Whichever is greater)		\$650.00 + \$10.00/Per Acre or \$3.00/Per Lot/Unit (Whichever is greater)
Construction Plat		\$500.00 + \$10.00/Per Acre or \$3.00/Per Lot/Unit (Whichever is greater)		\$500.00 + \$10.00/Per Acre or \$3.00/Per Lot/Unit (Whichever is greater)
Development Plat	3 Lots or Less	\$ 100.00		\$ 100.00
Final Plat (for Subdivision)	4 Lots or more	\$300.00 + \$10.00/Per Acre or \$2.00/per Lot/Unit (Whichever is greater)		\$300.00 + \$10.00/Per Acre or \$2.00/per Lot/Unit (Whichever is greater)
Minor Plat	3 Lots or less	\$ 100.00		\$ 100.00
Vacating Plan		\$ 100.00		\$ 100.00
Replat		\$300.00 + \$10.00/per Acre or \$2.00/per Lot/Unit (Whichever is greater)		\$300.00 + \$10.00/per Acre or \$2.00/per Lot/Unit (Whichever is greater)

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2024-2025
PLANNING & ZONING

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/23	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/24
Additional Plan Review Fees (After 2 Initial DRC Reviews)	Development Review Committee (DRC) or individual committee members (Does not include Building Plan Review)	Actual Cost to Review		Actual Cost to Review
Concept Plan	P & Z Commission Approval	\$ 75.00		\$ 75.00
Site Plan & Revised Site Plan	P & Z Commission Approval	\$ 75.00		\$ 75.00
Elevation/Façade Plan	(Only if requesting a waiver, P & Z Commission approval required)	\$ 75.00		\$ 75.00
Landscape Plan	P & Z Commission Approval	\$ 75.00		\$ 75.00
Zoning Verification Letter	City's form letter will be provided	\$ 25.00		\$ 25.00
Board of Adjustment Variance Request		\$ 100.00		\$ 100.00
Sign Variance		\$ 100.00		\$ 100.00
Application withdrawal refund (any type)	Within 24 hours of submittal	\$ 75.00		\$ 75.00
Plus the Dallas/Kaufman County Clerks Filing Fees	for Filing Plats.			
When the Subdivision Ordinance was revised in 2006, the word "preliminary" was changed to "construction" in regards to plats.				

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2024-2025
FIRE DEPARTMENT

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/23	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/24
FIRE DEPARTMENT				
INSPECTIONS				
Certificate of Occupancy	Annual, semi-annual, etc.	No Charge		No Charge
1st Re-inspection		No Charge		No Charge
2nd Re-inspection		\$ 45.00		\$ 45.00
3rd Re-inspection		\$ 60.00		\$ 60.00
Subsequent Re-inspections		\$ 100.00		\$ 100.00
Inspections following Mandatory Closure		\$ 150.00		\$ 150.00
After hours inspections	Per hour (After 5:00 p.m. or weekends with 2 hr. minimum)	\$ 50.00		\$ 50.00
Mobile Food Vendor Fire Inspection	Effective 12/18/2023	\$ 50.00		\$ 50.00
PERMITS				
Portable gas/propane tank permit	1 weekend	\$ 15.00		\$ 15.00
Portable gas/propane tank permit	1 month	\$ 60.00		\$ 60.00
Portable gas/propane tank permit	6 months	\$ 250.00		\$ 250.00
Portable gas/propane tank permit	1 year	\$ 500.00		\$ 500.00
Fire /EMS Reports	Each	\$ 4.00		\$ 4.00
Private Non-Emergency Ambulance Service	Annual	\$ 1,500.00		\$ 1,500.00
Type 1 Hood/Fixed System Plan Review		\$ 50.00		40% of permit fee
Type 1 Hood Permit/Test		Table1A		Table1A
Fire Suppression / Fire Alarm Plan Review Residential		\$ 50.00		\$ 50.00
Fire Sprinkler Plan Review Residential		\$ 50.00		\$ 50.00
Fire Suppression / Fire Alarm Plan Review Commercial/Multifamily		\$ 50.00		40% of permit fee
Fire Sprinkler Plan Review Commercial/Multifamily		\$ 50.00		40% of permit fee
Fire Suppression / Fire Alarm Permit/Test		Table1A		Table1A
Fire Sprinkler Permit/Test		Table1A		Table1A
Fuel Storage Tanks Above/Below Ground Permits		Table1A		Table1A
Underground Fuel Storage Tanks Removal Permit		Table1A		Table1A
Fireworks Display	Must be by State Certified Pyrotechnic Company Present	\$ 300.00		\$ 300.00
Fireworks Storage/Transportation	Annual	\$ 125.00		\$ 125.00
Fireworks Sales Booth		\$ 250.00		\$ 250.00
Boarding Home Inspection Permit	Yearly	\$ 25.00		\$ 25.00
Foster Home Inspection Permit	Yearly	\$ 25.00		\$ 25.00
Trench Burning	30 day permit/State permit required for each site	\$ 100.00		\$ 100.00
Sprinkler Systems out of Service/Hazmat (Stand By) longer than 1 1/2 hours	Minimum 4 hours at \$50.00 Per hour	\$ 50.00		\$ 50.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2024-2025
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/23	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/24
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BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

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

LICENSES - Effective 03/29/2022

Multi-family License Application and Renewal Fee - Annual Fee				
Complex of 1 to 150 units		\$ 100.00		\$ 100.00
Complex of 151 to 350 units		\$ 200.00		\$ 200.00
Complex of 351 units and over		\$ 300.00		\$ 300.00

Effective 06/27/2022

Short-Term Rental Annual License Fee		\$ 150.00		\$ 150.00
Short-Term Rental License Reissue/Replacement Fee		\$ 25.00		\$ 25.00
Appeal of Admin Decision under Short-Term Rental Licensing Ordinance		\$ 250.00		\$ 250.00

INSPECTIONS - Effective 03/29/2022

Per Unit or Common Area:				
Multi-family License inspection		No Fee		No Fee
Multi-family License inspection 1st re-inspection		\$ 175.00		\$ 175.00
Multi-family License 2nd re-inspection		\$ 225.00		\$ 225.00

Effective 06/27/2022			
Short-Term Rental Dwelling Unit Inspection		No Fee	No Fee
Short-Term Rental Dwelling Unit Reinspection		\$ 175.00	\$ 175.00
CONCRETE AND EXCAVATING			
Flatwork (sidewalk, approaches, driveways, patios without cover, etc.)	Residential	\$ 75.00	\$ 75.00
Flatwork (sidewalk, approaches, driveways, patios without cover, etc.)	Commercial	Table 1A	Table 1A
Grading/Filling & Excavating		\$ 100.00	\$ 100.00
Right-of-Way Excavating		\$ 100.00	\$ 100.00
Miscellaneous concrete permits (Residential)		\$ 75.00	\$ 75.00
Miscellaneous concrete permits (Commercial)		Table 1A	Table 1A
Temporary Asphalt/Concrete Batch Plant		\$ 100.00	\$ 100.00

MASS GATHERING EVENT PERMIT	FEE EFFECTIVE 1/31/24	\$250 Per Application
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CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2024-2025
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/23	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/24
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH				
CONTRACTOR REGISTRATIONS				
General	Annually	\$ 60.00		\$ 60.00
Electrical	State law prohibits a registration fee	\$ -		\$ -
Mechanical	State law prohibits a registration fee	\$ -		\$ -
Plumbing / Med Gas / Fire Sprinkler and Fire Alarm	State law prohibits a registration fee	\$ -		\$ -
Irrigator	Annually	\$ 60.00		\$ 60.00
Backflow Tester	Annually	\$ 45.00		\$ 45.00
All Other Trades	Annually	\$ 60.00		\$ 60.00
MISCELLANEOUS FEES				
Electrical T-Pole		\$ 75.00		\$ 75.00
Miscellaneous Electrical Permits-Commercial Only		Table 1A		Table 1A
Miscellaneous Plumbing Permits-Commercial Only		Table 1A		Table 1A
Miscellaneous Mechanical Permits-Commercial Only		Table 1A		Table 1A
Residential Electrical Permit		\$ 75.00		\$ 75.00
Residential Plumbing Permit		\$ 75.00		\$ 75.00
Residential Mechanical Permit		\$ 75.00		\$ 75.00
Non-Office Hours Inspections	2 hour minimum (office hours M-Th 7:30 am - 5:30 pm)	\$50.00 per hour		\$50.00 per hour
Red Tag Re-inspection	after 1st inspection	\$ 50.00		\$ 50.00
Additional Plan Review Residential	after 2nd review	\$ 50.00		\$ 50.00
Additional Plan Review Commercial/Multifamily	after 2nd review (\$200 per review)			\$ 200.00
Plan Review NEW Single Family Dwelling		\$ 50.00		\$ 50.00
Plan Review ANY Commercial/Multifamily		\$ 50.00		\$ 40% of permit fee
Cell Tower		Table 1A		Table 1A
Residential Solar Energy Systems		\$ 75.00		\$ 75.00
Wind Turbines		\$ 75.00		\$ 75.00
Tents & Canopies over 200 square feet		\$ 50.00		\$ 50.00
Building and Standards Board Appeal		\$ 100.00		\$ 100.00
Amusement Center License (per device)		\$ 100.00		\$ 100.00
Garage (Occasional) Sale	Limit 2 times per year (365 days) per address	\$ 3.00		\$ 3.00
Construction Office		\$ 35.00		\$ 35.00
Real Estate Sales Office		\$ 75.00		\$ 75.00
Portable Church/School Building		\$ 75.00		\$ 75.00
Cargo Container for Construction Use		\$ 25.00		\$ 25.00
Other Temporary Use as determined by City Manager or designee		\$ 75.00		\$ 75.00
SIGNS				
Signs	Up to 100 square feet	\$ 25.00		\$ 25.00
Signs	101 square feet - 300 square feet	\$ 50.00		\$ 50.00
Signs	301 square feet or larger	\$ 100.00		\$ 100.00
Portable Signs		\$ 25.00		\$ 25.00
Removal & Storage of Temporary or Portable Signs		\$25.00 + \$5.00 per day storage		\$25.00 + \$5.00 per day storage

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2024-2025
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/23	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/24
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH				
HEALTH				
Swimming Pool or Spa Inspection/Permit		\$ 200.00		\$ 200.00
Additional Pool or Spa Inspection/Permit for same organization		\$ 100.00		\$ 100.00
Re-inspection Fee for Swimming Pool or Spa Inspection/Permit		\$ 50.00		\$ 50.00
Nursing Home Dietary Department	Annually	\$ 275.00		\$ 275.00
Day Care Center	Annually	\$ 275.00		\$ 275.00
Convenience Store, packaged groceries only	Annually	\$ 275.00		\$ 275.00
Convenience Store, deli	Annually	\$ 200.00		\$ 200.00
Grocery Store	Annually	\$ 350.00		\$ 350.00
Grocery Store with meat market	Annually	\$ 275.00		\$ 275.00
Grocery Store with deli	Annually	\$ 200.00		\$ 200.00
Temporary Food Service, three day maximum	For Profit Organization	\$ 100.00		\$ 100.00
Temporary Food Service, three day maximum	Non-Profit Organization	\$ 25.00		\$ 25.00
Restaurant	Annually	\$ 275.00		\$ 275.00
Flea Market Food Vendor	Annually	\$ 225.00		\$ 225.00
Mobile Food Vendor	Annually	\$ 125.00		\$ 125.00
Entertainment Center with Concession	Annually (Theater, roller rink, etc.)	\$ 200.00		\$ 200.00
Bed and Breakfast	Annually	\$ 150.00		\$ 150.00
Bed and Breakfast with food service	Annually	\$ 250.00		\$ 250.00
Administrative fee for all establishments	Does Not Apply to Temporary Food Vendors	\$ 50.00		\$ 50.00
Plan review for a fixed facility for all new permitted establishments		\$ 100.00		\$ 100.00
Off-Premise Beer/Wine Sales	2 years	\$ 60.00		\$ 60.00
Seasonal Permit	Non-profit Organization	\$ -		\$ -
Seasonal Permit	Profit Organization	\$ 125.00		\$ 125.00

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

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2024-2025

TABLE NO. 1A BUILDING PERMITS FEES FOR COMMERCIAL

FEE EFFECTIVE 10/1/24

TOTAL VALUATION	FEE
\$75.00	Minimum
\$2,000.00 to \$25,000.00	\$75.00 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,001.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,001.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,001.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,001.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to include \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,001.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof
Other Inspections and Fees:	
1. Inspection outside of normal business hours.....	\$50.00 per hour
2. Reinspection fees.....	\$50.00
3. Additional plan review.....	See Miscellaneous Fees
4. For use of outside consultants for plan review and inspection, or both.....	Actual costs

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2024-2025
PUBLIC WORKS

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/23	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/24
PUBLIC WORKS				
WATER				
Standard 1" service tap	Short Side Each	\$ 1,500.00	\$ 150.00	\$ 1,650.00
Standard 1 1/2" service tap	Short Side Each	\$ 1,700.00	\$ 150.00	\$ 1,850.00
Standard 2" service tap	Short Side Each	\$ 2,000.00	\$ 200.00	\$ 2,200.00
Over 2"	installed by contractor	\$ -		\$ -
Additional parts/services	road bore, road replacement, pipe, etc.	Actual Cost		Actual Cost
5/8" X 3/4" radio read water meter	including meter tail, gaskets, installation <i>CC approved 5/18/15</i>	\$ 400.00	\$ 50.00	\$ 450.00
1" radio read water meter	including meter tail, gaskets, installation	\$ 550.00	\$ 50.00	\$ 600.00
1 1/2" radio read water meter	including meter tail, gaskets, installation	\$ 850.00	\$ 100.00	\$ 950.00
2" radio read water meter	including meter tail, gaskets, installation	\$ 1,050.00	\$ 150.00	\$ 1,200.00
Over 2"	Meter supplied by contractor (City specifications)	\$ -		\$ -
Turning on water service	regular hours	\$ 25.00		\$ 25.00
Turning on water service	after hours and weekends	\$ 50.00		\$ 50.00
Reconnection for failure to pay	regular hours	\$ 50.00		\$ 50.00
Reconnection for failure to pay	after hours and weekends	\$ 100.00		\$ 100.00
Reread of meter	requested by customer	\$ 15.00		\$ 15.00
Meter calibration check	requested by customer	\$ 125.00	\$ 50.00	\$ 175.00
Meter tampering		\$ 250.00		\$ 250.00
Meter reset	due to tampering	\$ 50.00		\$ 50.00
Lock replacement	due to tampering	\$ 25.00	\$ 15.00	\$ 40.00
Damaged curb stop	due to tampering	\$ 200.00		\$ 200.00
Meter box	Due to tampering	\$ 75.00		\$ 75.00
Meter Radio	Due to tampering	\$ 150.00	\$ 15.00	\$ 165.00
Meter and Radio	Due to tampering	\$ 300.00	\$ 50.00	\$ 350.00
FIRE HYDRANT DEPOSIT				
City Issued meter		\$ 2,000.00	\$ 400.00	\$ 2,400.00
Customer Meter		\$ 500.00		\$ 500.00
Monthly Rental Fee		\$ 100.00		\$ 100.00
SEWER				
Standard 4" service tap	Each	\$ 1,250.00	\$ 150.00	\$ 1,400.00
Standard 6" service tap	Each	\$ 1,500.00	\$ 150.00	\$ 1,650.00
Standard 8" service tap	Each	\$ 1,800.00	\$ 150.00	\$ 1,950.00
Over 8"	Service conducted by contractor (City specifications)	\$ -		\$ -
Additional parts/services	including road bore, road replacement, pipe, depth, etc.	Actual Cost		Actual Cost
STORMWATER UTILITY SYSTEM FEE				
Stormwater utility fee		\$ 3.85		\$ 3.85

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2024-2025
PUBLIC WORKS

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/23	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/24
CULVERTS				
Installation including base material		Actual Cost		Actual Cost
INSPECTION FEES		09/01/2023		
Fees Due at Pre-Construction Meeting:				
*Inspection Fees on Public Improvements for the project		Unit Rate		Extended Value
Length of Public Water Main Installation (LF)=		\$3.94/LF		
Length of Public Sanitary Sewer Installation (LF)=		\$5.81/LF		
Area of Public Pavement, excepting fire lanes (SY)=		\$2.19/SY		
Length of Public Storm Sewer Pipe Installation (LF)=		\$6.15/LF		
Inspection Fee (Total Sum of the above elements)=				
* Basis of fee must be supported by engineer certification of summary of quantity for each element of public improvement category (water, sewer, storm)				



TO: Mayor and City Council

FROM: Gail French, Director of Finance

DATE: September 09, 2024

ITEM: 23

DESCRIPTION: Discuss and consider an Ordinance amending the Code of Ordinances by amending Chapter 19 "Utilities", Article 19.03 "Water and Sewers", Division 2 "Rates and Charges" by amending Section 19.03.061 "Water Rates" and Section 19.03.062 "Sewer Rates"; and providing an effective date of October 1, 2024.

INTRODUCTION

The purpose of this item is to Discuss and consider an Ordinance of the City Council of the city of Seagoville, Texas, amending the Water and Sewer rates.

BACKGROUND

A water rate study was conducted and determined that in order to keep up with rising costs of water and sewer and to fund Capital Projects, the rates would need to be increased. Therefore, the Code of Ordinances of the City of Seagoville, Texas, as heretofore amended, is hereby amended at Chapter 19 "Utilities", Article 19.03 "Water and Sewers", Division 2 "Rates and Charges", by repealing and replacing Section 19.03.061 "Water Rates" and 19.03.062 "Sewer Rates".

FINANCIAL IMPACT

The rates will raise more revenue for Capital Projects and infrastructure.

RECOMMENDATION

Finance recommends approval.

ATTACHMENTS

1. Ordinance

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SEAGOVILLE, TEXAS
ORDINANCE NO.**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SEAGOVILLE FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 AT CHAPTER 19 "UTILITIES", ARTICLE 19.03 "WATER AND SEWERS", DIVISION 2 "RATES AND CHARGES" BY AMENDING SECTION 19.03.061 "WATER RATES" AND SECTION 19.03.062 "SEWER RATES"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in order to ensure the development of the City's water and wastewater rates for revenue sufficiency based on projected expenses for the systems, the City Council has determined it to be in the public interest to amend the Code of Ordinances of the City of Seagoville with regard to water and sewer rates;

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

SECTION 1. The Code of Ordinances of the City of Seagoville, Texas, as heretofore amended, is hereby amended at Chapter 19 "Utilities", Article 19.03 "Water and Sewers", Division 2 "Rates and Charges", by repealing and replacing Section 19.03.061 "Water Rates" and 19.03.062 "Sewer Rates" to read in their entirety as follows:

"Chapter 19. UTILITIES

...

ARTICLE 19.03 Water and Sewers

...

Division 2. Rates and Charges

Sec. 19.03.061 Water rates

- (a) The monthly water rates charged by the City of Seagoville to all residential and commercial customers within the city limits, shall be, for the first two thousand (2,000) gallons or any portion thereof depending on the size of the customer's water meter, as shown in the charts below:

(1) Apartments and Manufactured Homes (per unit):

Water Meter Size (Inches)	Rate
¾" or less	\$30.00
1"	\$30.00
1.5"	\$30.00
2"	\$30.00
4"	\$30.00
6"	\$30.00
8"	\$30.00

(2) All Others:

Water Meter Size (Inches)	Rate
¾" or less	\$30.00
1"	\$45.01
1.5"	\$75.01
2"	\$75.01
3"	\$195.03
4"	\$285.04
6"	\$999.15
8" or Larger	\$1,500.19

(b) Water usage in excess of two thousand (2,000) gallons charged and collected at the following table rate per one thousand (1,000) gallons:

Water Usage in Gallons	Rate
2,001 -5,000 gallons	\$3.30
5,001 - 10,000 gallons	\$4.14
10,001- 15,000 gallons	\$6.37

15,001- 20,000 gallons	\$7.21
20,001 - 25,000 gallons	\$8.01
Over 25,000 gallons	\$8.87

- (c) The above rates shall also apply to all water for resale or to water districts.

Sec. 19.03.062 Sewer rates

- (a) The monthly sewer rates charged by the city to all sewer utility customers within the city limits shall be twenty-three dollars and seventy-six cents (\$23.76) minimum bill, up to two thousand (2,000) gallons of water usage, plus eleven dollars and forty-two cents (\$11.42) per one thousand (1,000) gallons for consumption above 2,000 gallons of water usage.
- (b) Each residential customer's average water usage for the months of December, January, February, and March will be computed, using the three (3) months with the least usage to average and determine that customer's billing volume for the twelve-month period beginning in April of each year.
- (c) Charges for new customers will be based on the city average of 4,500 gallons until an average is established during December, January, February, and March.
- (d) For commercial customers, the billing volumes are based on actual water usage."

SECTION 2. All ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 4. This Ordinance shall take effect October 1, 2024.

PASSED BY THE CITY COUNCIL OF THE CITY OF SEAOGVILLE, TEXAS, ON THE 9TH DAY OF SEPTEMBER 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Autumn Keefer, Asst. City Attorney
4880-7240-4704, v. 1



TO: Mayor and City Council
FROM: Gail French, Director of Finance
DATE: September 09, 2024
ITEM: 24
DESCRIPTION: Discuss and consider a Resolution approving the adopted budget for the Seagoville Economic Development Corporation for the Fiscal Year October 1, 2024, through September 30, 2025.

INTRODUCTION

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the adopted budget for the Seagoville Economic Development Corporation for fiscal year beginning October 1, 2024, and ending September 30, 2025.

BACKGROUND

After notice required by law, on July 18, 2024, the Seagoville Economic Development Corporation proposed and adopted a budget for the Fiscal Year 2024-2025.

FINANCIAL IMPACT

None

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Resolution

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE ADOPTED BUDGET FOR THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION FOR THE FISCAL YEAR OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH THAT BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, after notice required by law, on July 18, 2024, the Seagoville Economic Development Corporation proposed and adopted a budget for expenditures for the Fiscal Year 2024-2025; and

WHEREAS, the City Council finds that the adopted budget by the Seagoville Economic Development Corporation for Fiscal Year 2024-2025 should be approved and adopted.

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

SECTION 1. The annual budget adopted by the Seagoville Economic Development Corporation for the Fiscal Year 2024-2025, attached hereto as Exhibit "A" and incorporated herein is hereby approved.

SECTION 2. All expenditures by the Seagoville Economic Development Corporation during the fiscal year shall be made in accordance with the budget approved, unless otherwise authorized by a duly enacted ordinance of the City.

SECTION 3. The City Council hereby approves, ratifies and restates approval of Resolution 2024-R-10 authorizing expenditures by the Seagoville Economic Development Corporation for projects of Five Thousand Dollars (\$5,000.00) or less without review or further approval by City Council, provided such expenditures are for Quality-of-Life Grants or Grant Assistance Business Programs.

SECTION 4. This resolution shall take effect immediately from and after its passage.

DULY PASSED by the City Council of the City of Seagoville, Texas, on this 9th^h day of September 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

APPROVED AS TO FORM:

Sara Egan, City Secretary

Autumn Keefer, Asst. City Attorney

EXHIBIT A
[SEDC FY 2025 Budget]

**Seagoville Economic Development Corporation
Fund Summary FY 2025**

Account Description	Actual FY 2023	Budget FY 2024	Projected FY 2024	Adopted FY 2025
Total Net Position October 1	3,560,171	3,560,171	4,489,353	4,192,691
<i>Revenues</i>				
Sales Tax Revenues	1,397,791	1,390,220	1,418,161	1,431,927
Rent Revenue	28,200	28,200	28,200	28,200
Starwood Receivable		40,000	40,000	40,000
Miscellaneous Revenues				
Interest Income	401	400	15,000	10,000
Total Revenue	1,426,391	1,458,820	1,501,361	1,510,127
Total Resources Available	4,986,562	5,018,991	5,990,714	5,702,817
<i>Expenditures</i>				
<u>Administrative & Operations</u>				
Administrative Cost	27,000	27,000	85,290	89,302
Operations	191,879	127,750	172,050	158,538
Total Administrative & Operations	218,879	154,750	257,340	247,840
<u>Economic Development Assistance</u>				
<u>Pending</u>				
KRR				625,000
Simonds Partners				430,000
<u>Other Projects</u>				
5 Star Barber Academy			956	
Studio HMA LLC	11,813		16,238	
Chick Fil A			105,000	
PT Atlas		375,000	375,000	
Closing the Gap			8,513	
Soulman's			350,000	
JK Industries			2,057	
Total Economic Development Assistance	272,131	375,000	857,764	1,055,000
<u>City and Community Oriented Projects</u>				
Goni Construction			539,000	
Fireworks	5,000	7,500	7,500	12,000
Kidfish Event	1,200	3,500	1,200	3,500
Beautification Projects				100,000
Quality of Life Projects		100,000	135,220	185,000
Total City and Community Projects	6,200	111,000	682,920	300,500
Total Expenditures	497,209	640,750	1,798,024	1,603,340
Excess of Revenue over Expenditures	929,182	818,070	(296,663)	(93,213)
Total Net Position September 30	4,489,353	4,378,241	4,192,691	4,099,477
Invested in Capital Assets	1,155,549	1,155,549	1,115,549	1,075,549
Working Capital	3,333,805	3,222,693	3,077,142	3,023,929
Daily Operating Cost	600	424	705	679



TO: Mayor and City Council
FROM: Gail French, Director of Finance
DATE: September 09, 2024
ITEM: 25
DESCRIPTION: Discuss and consider an Ordinance adopting the budget for fiscal year beginning October 1, 2024 through September 30, 2025.

INTRODUCTION

Discuss and consider an Ordinance of the City Council of the city of Seagoville, Texas, adopting the budget for fiscal year beginning October 1, 2024, and ending September 30, 2025.

BACKGROUND

An annual budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, has been duly created by the financial office of the City of Seagoville, Texas, in accordance with Chapter 102.002 of the Local Government Code.

The City Manager has prepared and submitted to the City Council a proposed budget of expenditures and revenues of the city for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

The financial office for the City of Seagoville has filed the proposed budget in the office of the City Secretary and the proposed budget was made available for public inspection in accordance with Chapter 102.005 of the Local Government Code.

FINANCIAL IMPACT

This budget will raise more revenue from property taxes than last year's budget by an amount of \$810,146.

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Fund Expenditures
2. Ordinance



**EXHIBIT A
CITY OF SEAGOVILLE
2025 BUDGET
FUND EXPENDITURES**

Description	Amount
General	17,877,832
Debt Service	1,256,843
Water and Sewer Operations	10,872,177
Small Grants	2,150
Municipal Court	24,145
Hotel/Motel	31,000
Park Maintenance	27,000
Animal Shelter Operations	10,000
Animal Shelter Building	3,500
Vehicle Replacement	38,813
Technology Replacement	17,500
TCLEOSE	1,200
Park Development Fund	40,000
Storm Water	400,000
Street Maintenance	1,000,000
Street Projects Fund	2,914
Simonds Road Project Fund	3,013,606
New Animal Shelter Fund	1,557,821
New Police Station Construction	1,206,639
Total	\$ 37,383,140

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SEAGOVILLE, TEXAS
ORDINANCE NO.**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AND ADOPTING THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS OF THE CITY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager has prepared and submitted to the City Council a proposed budget of expenditures and revenues of the City for the fiscal year beginning October 1, 2024 and ending September 30, 2025; and

WHEREAS, the proposed budget has been filed with the City Secretary as required by law; and

WHEREAS, notice of a public hearing regarding the proposed budget has been duly and legally posted or published as required by law; and

WHEREAS, said public hearing was held on September 09, 2024; and

WHEREAS, after full and final consideration, it is the opinion of the Seagoville City Council that the 2024-2025 fiscal year budget as hereinafter set forth will be sufficient to provide the needed services to the City's residents and should be adopted.

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

SECTION 1. That the proposed budget of the revenue and expenditures necessary for conducting the affairs of the City of Seagoville, Texas, for the fiscal year beginning October 1, 2024 and ending September 30, 2025, in the amount of \$37,383,140, providing a complete financial plan for the 2025 fiscal year as submitted to the City Council by the City Manager, a copy of which is on file in the City Secretary's Office and incorporated herein by reference, be and the same is hereby adopted and approved as the budget of the City of Seagoville, Texas for the fiscal year beginning October 1, 2024 and ending September 30, 2025.

SECTION 2. That the sum of \$37,383,140 is hereby appropriated for the

payment of the expenditures established in the approved budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

SECTION 3. That the expenditures during the fiscal year beginning October 1, 2024, and ending September 30, 2025, shall be made in accordance with the budget approved by this ordinance unless otherwise authorized by a duly enacted ordinance of the City of Seagoville, Texas.

SECTION 4. That specific authority is given to the City Manager to take and/or make the following actions:

1. Transfer of appropriations budgeted from one account classification to another account classification within the same department,
2. Transfer of appropriations from designated appropriation from one department or activity to another department or activity within the same fund, and
3. Invest idle funds, whether operating funds or bond funds, in accordance with the City's Investment Policy as prescribed by the Public Funds Investment Act.

SECTION 5. All ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

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

SECTION 8. This Ordinance shall take effect October 1, 2024.

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

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

WITH ___ VOTING “AYE” AND ___ VOTING “NAY”, THIS ORDINANCE IS DULY PASSED BY THE CITY COUNCIL OF THE CITY OF SEAOGVILLE, TEXAS, ON THE 9TH DAY OF SEPTEMBER 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Autumn Keefer, Asst. City Attorney
4858-1037-6415, v. 1



TO: Mayor and City Council
FROM: Gail French, Director of Finance
DATE: September 09, 2024
ITEM: 26
DESCRIPTION: Discuss and consider a Resolution ratifying the property tax increase reflected in the City's adopted Fiscal year 2024-2025 budget, which is a budget that will require raising more revenue from property taxes than in the previous year; and providing an effective date.

INTRODUCTION

Discuss and consider approval of a Resolution of the City Council of the City of Seagoville, Texas ratifying the property tax revenue increase.

BACKGROUND

Texas Government Code §102.007(c) requires adoption of a budget that raises more property tax revenue than was generated the previous year requires a record vote of the City Council to ratify the property tax increase reflected in the budget in addition to and separate from the record votes to approve the ordinance adopting the annual budget.

The City Council has adopted the 2024-2025 fiscal year budget, which will require raising more revenue from property taxes than last year's budget.

The City Council of the City of Seagoville, Texas, desires to ratify the property tax increase reflected in the adopted 2024-2025 Fiscal Year Budget.

FINANCIAL IMPACT

None

RECOMMENDATION

Approval.

ATTACHMENTS

1. Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE CITY’S ADOPTED FISCAL YEAR 2024-2025 BUDGET, WHICH IS A BUDGET THAT WILL REQUIRE RAISING MORE REVENUE FROM PROPERTY TAXES THAN IN THE PREVIOUS YEAR; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Texas Local Government Code §102.007(c) requires that adoption of a budget that raises more property tax revenue than was generated the previous year requires a record vote of the City Council to ratify the property tax increase reflected in the budget in addition to and separate from the record votes to approve the ordinance adopting the annual budget and the ordinance adopting the tax rate for the current tax year; and

WHEREAS, the City Council has adopted the 2024-2025 fiscal year budget, which will require raising more revenue from property taxes than last year’s budget; and

WHEREAS, the City Council of the City of Seagoville, Texas, desires to ratify the property tax increase reflected in the adopted 2024-2025 Fiscal Year Budget.

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

SECTION 1. The property tax increase reflected in the adopted 2024-2025 Fiscal Year Budget, which is a budget that will require raising more revenue from property taxes than the previous year, is hereby ratified.

SECTION 2. This Resolution shall take effect immediately from and after its passage, as the law and charter in such cases provides.

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

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

**WITH ___ VOTING “AYE” AND ___ VOTING “NAY”, THIS RESOLUTION IS
DULY PASSED BY THE CITY COUNCIL OF THE CITY OF SEAOGVILLE, TEXAS,
ON THE ___ DAY OF _____ 2024.**

ATTEST:

APPROVED:

Sara Egan, City Secretary

Lackey Stepper Sebastian, Mayor

APPROVED AS TO FORM:

Autumn Keefer, Asst. City Attorney
4894-8806-0127, v. 1



TO: Mayor and City Council
FROM: Cindy D Brown, Assistant City Manager
DATE: September 9, 2024
ITEM: 27
DESCRIPTION: Consider an Ordinance regarding the City of Seagoville's municipal retirement system benefits (1) adopting non-retroactive repeating COLAS, for retirees and their beneficiaries under TMRS Act §853.404(f) and (f-1); (2) authorizing annually accruing updated service credits and transfer updated service credits; and (3) authorizing actuarially determined City contribution rate payments.

INTRODUCTION

This agenda item is to discuss and consider an Ordinance regarding the City's municipal retirement system benefits (1) adopting non-retroactive repeating COLAS, for retirees and their beneficiaries under TMRS Act §853.404(f) and (f-1); (2) authorizing annually accruing updated service credits and transfer updated service credits; and (3) authorizing actuarially determined City contribution rate payments.

BACKGROUND

The City participates in the Texas Municipal Retirement System ("TMRS"). Every employee who works 1,000 hours or more hours per year is required to be a member of TMRS as a condition of employment. The City has several individuals who have retired from the City over the years. Those retirees have drawn the same annuity since their date of retirement because the City has not adopted a cost of living adjustment ("COLA") increase for retirees. Previously, the TMRS Act provided that a COLA must be calculated retroactively by looking back to the cumulative change in the Consumer Price Index ("CPI") since each retiree's retirement date, making granting a COLA more expensive for cities that did not provide a COLA. The new non-retroactive repeating COLA option eliminates the retroactive calculation by only looking back to the change in the CPI of the one-year period that ends 12 months before the COLA's effective date, making it more affordable for the cities. The City may elect 30%, 50%, or 70% of the change in the CPI. Based on the options, staff finds the adoption of a non-retroactive repeating COLA of 30% to be effective January 1, 2025, is the best option for Seagoville at this time.

The Updated Service Credit ("USC") updates the employee's TMRS benefit to take into account changes in salary or in the City's TMRS plan. This is a financial credit that can increase the employee's benefit at retirement. The USC is calculated annually in January by comparing the member's current retirement case balance to a hypothetical balance.

The Statutory Maximum (Stat Max) is a set limit on the rate that a city is required by TMRS to contribute for its plan and is based on the combination of employee deposit rates and city match. The majority of the TMRS cities have either removed or never had a Stat Max rate. Adoption of this COLA will exceed the Stat Max. Under this Ordinance, the Stat Max will be removed from the City of Seagoville on January 1, 2025.



RECOMMENDATION

Staff recommends adopting the COLA at 30% of the CPI, approval of the USC, and removal of the Stat Max.

ESTIMATED FINANCIAL IMPACT

1.21% additional contribution rate per employee

ATTACHMENTS

1. Ordinance

AN ORDINANCE OF THE CITY OF SEAGOVILLE

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, REGARDING THE CITY OF SEAGOVILLE'S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS (1) ADOPTING NON-RETROACTIVE REPEATING COLAS, FOR RETIREES AND THEIR BENEFICIARIES UNDER TMRS ACT §853.404(f) and (f-1); (2) AUTHORIZING ANNUALLY ACCRUING UPDATED SERVICE CREDITS AND TRANSFER UPDATED SERVICE CREDITS; AND (3) AUTHORIZING ACTUARIALLY DETERMINED CITY CONTRIBUTION RATE PAYMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville, Texas (the "City"), elected to participate in the Texas Municipal Retirement System (the "System" or "TMRS") pursuant to Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act"); and

WHEREAS, each person who is or becomes an employee of the City on or after the effective date of the City's participation in the System in a position that normally requires services of 1,000 hours or more per year ("Employee") shall be a member of the System ("Member") as a condition of their employment; and

WHEREAS, House Bill 2464, 88th Texas Legislature, R.S., 2023 ("HB 2464"), added Subsections 853.404(f) and (f-1) to the TMRS Act and authorized cities participating in the System to provide certain retirees and their beneficiaries with an annually accruing ("repeating") annuity increase (also known as a cost of living adjustment, or "COLA") based on the change in the Consumer Price Index for All Urban Consumers for the one-year period that ends 12 months before the January 1 effective date of the applicable COLA (a "non-retroactive repeating COLA"); and

WHEREAS, new TMRS Act §853.404(f) and (f-1) allow participating cities to elect to provide non-retroactive repeating COLAs under certain circumstances, as further described by this Ordinance, by adopting an ordinance to be effective January 1 of 2024, 2025 or 2026, in accordance with TMRS Act §854.203 and §853.404; and

WHEREAS, TMRS Act §853.404(f-1) provides the non-retroactive repeating COLA option applies only to a participating city that, as of January 1, 2023, either (1) has not passed an annually repeating COLA ordinance under TMRS Act §853.404(c) or had previously passed a repeating COLA ordinance and then, before January 1, 2023, passed an ordinance rescinding such repeating COLA, or (2) does provide an annually repeating COLA under §853.404(c) and elects to provide a non-retroactive repeating COLA under §853.404(f) for purposes of maintaining or increasing the percentage amount of the COLA; and

WHEREAS, the City Council acknowledges that the City meets the above-described criteria under §853.404(f-1) and is eligible to elect a non-retroactive repeating COLA under §853.404(f) and that such election must occur before January 1, 2026, and after that date future benefit changes approved by the City may require reversion to a retroactive repeating COLA; and

WHEREAS, the City Council finds that it is in the public interest to: (1) adopt annually accruing non-retroactive COLAs for retirees and their beneficiaries under TMRS Act §853.404(f) and (f-1), (2) in accordance with TMRS Act §853.404 and §854.203(h), reauthorize annually accruing Updated Service Credits and transfer Updated Service Credits, and (3) authorize actuarially determined city contribution rate payments.

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

SECTION 1. Adoption of Non-Retroactive Repeating COLAs.

(a) On the terms and conditions set out in TMRS Act §854.203 and §853.404, the City authorizes and provides for payment of the increases described by this Section to the annuities paid to retired City Employees and beneficiaries of deceased City retirees (such increases also called COLAs). An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this Section is computed in accordance with TMRS Act §853.404(f) as the sum of the prior service and current service annuities, as increased in subsequent years under TMRS Act §854.203 or TMRS Act §853.404(c), of the person on whose service the annuities are based on the effective date of the annuity increase, multiplied by **30%** of the percentage change in the Consumer Price Index for All Urban Consumers during the 12-month period ending in December of the year that is 13 months before the effective date of the increase under this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation under this Section does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed under this Section.

(e) In accordance with TMRS Act §853.404(f-1)(2), an increase under this Section only applies with respect to an annuity payable to a TMRS Member, or their beneficiary(ies), which annuity is based on the service of a TMRS Member who retired, or who is deemed to have retired under TMRS Act §854.003, not later than the last day of December of the year that is 13 months before the effective date of the increase under this Section.

(f) The amount of an increase under this Section is an obligation of this City and of its account in the benefit accumulation fund of the System (the "City's BAF").

(g) The initial increase in annuities authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the Board of Trustees of the System ("Board"). Pursuant to TMRS Act §853.404, an increase in retirement annuities shall be made on January 1 of each subsequent year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

SECTION 2. Authorization of Annually Accruing Updated Service Credits and Transfer Updated Service Credits.

(a) As authorized by TMRS Act §854.203(h) and §853.404, and on the terms and conditions set out in TMRS Act §§853.401 through 853.404, the City authorizes each Member of the System who on the first day of January of the calendar year immediately preceding the January 1 on which the Updated Service Credits will take effect (i) has current service credit or prior service credit in the System by reason of service to the City, (ii) has at least 36 months of credited service with the System, and (iii) is a TMRS-contributing Employee of the City, to receive "Updated Service Credit," as that term is defined and calculated in accordance with TMRS Act §853.402.

(b) The City authorizes and provides that each Employee of the City who (i) is eligible for Updated Service Credits under Subsection (a) above, and (ii) who has unforfeited prior service credit and/or current service credit with another System-participating municipality or municipalities by reason of previous employment, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in TMRS Act §853.601 (also known as “Transfer USC”), both as to the initial grant and all future grants under this Ordinance.

(c) The Updated Service Credit authorized and provided under this Ordinance shall be **100%** of the “base Updated Service Credit” of the TMRS Member calculated as provided in TMRS Act §853.402.

(d) Each Updated Service Credit authorized and provided by this Ordinance shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(e) The initial Updated Service Credit authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the System’s Board. Pursuant to TMRS Act §853.404, the authorization and grant of Updated Service Credits in this Section shall be effective on January 1 of each subsequent year, using the same percentage of the “base Updated Service Credit” stated in Subsection (c) in computing Updated Service Credits for each future year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

SECTION 3. Removal of Maximum Contribution Rate Limit.

(a) Pursuant to TMRS Act §855.407, the City elects to make normal service and prior service contributions to the City’s BAF at the combined rate of the total compensation paid to its Employees who are System Members as the System’s actuary annually determines is necessary to fund all obligations chargeable to the City’s BAF, within the amortization period determined as applicable to the City under the TMRS Act and regardless of other TMRS Act provisions limiting the combined rate of City contributions.

(b) The removal of the maximum contribution rate limit under this Section shall be effective on the first day of the month of January, 2025.

SECTION 4. This resolution shall be effective upon its passage.

DULY PASSED by the City Council of the City of Seagoville on the 9th day of September, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Autumn Keefer, Asst. City Attorney
4859-7126-7551, v. 1



TO: Mayor and City Council

FROM: Mamata Bhandari, Director of Health Services

DATE: September 9, 2024

ITEM: 28

DESCRIPTION: Discuss and consider a Resolution approving a service agreement by and between Lonestar Consulting and the City of Seagoville for the purpose of consulting services related to securing Infrastructure Act funding for various projects; and authorizing the City Manager to sign.

INTRODUCTION

The purpose of this item is to enter into the agreement between the City of Seagoville and Lonestar Consulting firm to help secure Infrastructure Act funding for various projects in the City of Seagoville.

BACKGROUND

City employees have previously applied for several grants funding. However, Lonestar consulting firm specifically utilize its expertise in federal appropriations to work with Seagoville existing team to locate, draft and submit key grants to benefit the City of Seagoville.

FINANCIAL IMPACT

\$5,000.00 monthly

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Resolution
2. Agreement

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING A SERVICE AGREEMENT BY AND BETWEEN LONESTAR CONSULTING AND THE CITY OF SEAGOVILLE ("AGREEMENT") FOR THE PURPOSE OF CONSULTING SERVICES RELATED TO SECURE INFRASTRUCTURE ACT FUNDING FOR VARIOUS PROJECTS; AUTHORIZING THE CITY MANAGER TO SIGN; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville, Texas desires to enter into an Agreement with Lone Star Consulting ("LSC") to provide consulting services related to securing Infrastructure Act funding for various projects; and,

WHEREAS, LSC has provided an agreement under which LSC would provide consulting services related to securing Infrastructure Act funding, provide assistance to the existing Seagoville Team in locating, drafting and submitting key grants, shepherding the grants through the grant process, working with the appropriate federal and state agencies, and push for earmarks to fund projects within the City; and,

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

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

SECTION 1. The Agreement attached hereto as Exhibit A, with Lone Star Consulting, for the purpose of consulting services related to securing Infrastructure Act funding for various projects in exchange for compensation in an amount not to exceed five thousand dollars (\$5000.00) monthly is approved, and the City Manager is authorized to execute the same on behalf of the City of Seagoville, Texas.

SECTION 2. Any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

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

SECTION 4. This resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is accordingly

resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 9th day of September 2024.

APPROVED:

Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Autumn Keefer, Asst. City Attorney

EXHIBIT “A”

[Agreement with Lone Star Consulting for consulting services related to grant]

4880-9011-1967, v. 1

Lone Star Consulting

1300 Pennsylvania Ave. NW, Suite #400, Washington, DC 20004
(202) 412-2689 SHofmann@LSConsulting.us

SERVICE AGREEMENT No. 2092-001

This agreement is made and entered into force on September 10, 2024, by and between:

- **Lone Star Consulting**
(hereinafter referred to as "LSC")
Located at:
1300 Pennsylvania Ave., NW, #400
Washington, DC, 20004
Represented by:
Stephen Hofmann, President
Tel: 202-412-2689
E-mail: SHofmann@LSConsulting.us
- **The City of Seagoville, Texas**
(hereinafter referred to as "Seagoville")
Located at:
The City of Seagoville, Texas
702 North Highway 175
Seagoville, TX 75159
Represented by:
Patrick Stallings, City Manager
Tel: 972-287-2050
E-mail: PStallings@Seagoville.us

Section I. Subject of the Agreement

- LSC shall work with the Seagoville elected officials, city manager and staff to help secure Infrastructure Act funding for various projects in the City of Seagoville.
- Specifically, LSC will utilize its expertise in federal appropriations to work with Seagoville's existing team to locate, draft and submit key grants to benefit the City of Seagoville.
- Once the grants are submitted, LSC will shepherd the grants through the grant process, working with the federal agencies, the White House, key Members of Congress, the US Senate, key funding committees, and the state agencies.
- Additionally, LSC will work with key US Senators and Members of Congress to push for earmarks to fund various projects within the City of Seagoville.
- Lastly, LSC will work with Seagoville on various federal and state government relations needs as they may arise and as Seagoville leadership deem necessary.

Section II. Community Engagement

- A. Separate from the grant facilitation portion of the agreement, Seagoville shall retain LSC for Community Engagement to help inform the community of the changes that will be taking place in the area due to the grant funding. Most federal grants require community engagement as part of the grant submission. The Community Engagement portion consists of brochure and signage design and production, as well as facilitation of town hall meetings. The fee for the Community Engagement portion is not paid by Seagoville, but rather the fee is built into the grant itself.

Section III Expenses and Payment

- A. Seagoville shall pay \$5,000 USD on a monthly basis, to Lone Star Consulting on the 10th of each month, beginning September 10th, 2024, and ending on September 10th, 2025, to the below bank of LSC's choosing:

Bank: Capital One Bank
Account Name: Lone Star Consulting
Account Number: 5720591461
Routing Number: 065000090

- B. Seagoville shall not pay LSC expenses related to this contract except for travel which must first be authorized by a representative of Seagoville. Travel is not required for this contract unless Seagoville requests it. There are no billable hours and no fee for daily expenses as the retainer is a flat fee.

Section IV Community Engagement Fee

- A. Seagoville authorizes that LSC shall receive a fee for Community Engagement which is built into the grant itself. The fee for Community Engagement is equivalent to 2.5% of the grant. Seagoville does not pay the Community Engagement fee, but rather the fee is built into the grant and paid as the grant funding is dispersed.

Section V Duration and Terms

Duration

- A. The Parties shall exercise good faith and due diligence in co-operating to achieve fully the purpose of this agreement.
- B. This contract shall be valid for a term of 12 months from the date of signing, with an automatic 12 month extension only upon written mutual agreement of both parties.

Termination

After the initial 60 days of the agreement, Seagoville may terminate the agreement with 30 days' notice. Seagoville will only be obligated to honor the Community Engagement portion of the agreement and the 2.5% fee, paid through the grant itself, for the full duration of the 12 month agreement.

Arbitration

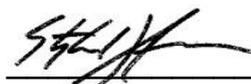
A. All disputes in connection with this Agreement or the execution thereof shall be settled by friendly negotiation. In cases where no settlement can be reached through negotiation, the matter shall be submitted to the proper judicial court in the State of Texas, in which case the award is final and binding to both Parties.

B. This Agreement is governed in accordance with United States law.

Effective date

This agreement shall come into force upon signature of both parties and shall remain effective for the duration of the contract. This Agreement has been executed by two originals, each with the same validity, one for each party.

For Lone Star Consulting, LLC



Stephen Hofmann
President
Lone Star Consulting
1300 Pennsylvania Ave., NW #400
Washington, DC 20004

For Seagoville

Patrick Stallings
City Manager
702 North Highway 175
Seagoville, TX 75159



TO: Mayor and City Council

FROM: Kirk McDaniel, Director of Economic Development

DATE: September 9, 2024

ITEM: 29

DESCRIPTION: Discuss and consider a Resolution appointing Assessments of the Southwest, Inc. as special assessment collector for the year 2025; approving an agreement for special assessment collector services with Assessments of the Southwest, Inc. regarding the Santorini Public Improvement District; authorizing the City Manager to execute said agreement.

INTRODUCTION

This agenda item is to discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, approving a collection agreement with Assessments of the Southwest (“ASW”) as Special Assessment Collector for the year 2025.

BACKGROUND

Assessments of the Southwest, Inc. are professional tax consultants and tax assessor/collectors for numerous Special Districts in Texas, including MUDs, LIDs, PIDs, and the Stonehaven PID in particular. The City requires the services provided by Assessments of the Southwest for the collection from owners of the assessed property and to pay City special assessments levied against property owners located within the Santorini Public Improvement District.

ESTIMATED FINANCIAL IMPACT

The rates and fees described within the Agreement shall solely be paid from available PID Funds, and shall not impact the General Fund of the City.

RECOMMENDATION

Approval of this Resolution appoints Assessments of the Southwest, Inc. as the City’s special assessment collector and approval of the Agreement sets forth the term, duties, compensation, and bond relative thereto.

ATTACHMENTS

1. Resolution
2. Collection Agreement

CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPOINTING ASSESSMENTS OF THE SOUTHWEST, INC. AS SPECIAL ASSESSMENT COLLECTOR FOR THE YEAR 2025; APPROVING AN AGREEMENT FOR SPECIAL ASSESSMENT COLLECTOR SERVICES WITH ASSESSMENTS OF THE SOUTHWEST, INC. REGARDING THE SANTORINI PUBLIC IMPROVEMENT DISTRICT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City desires to engage the services of Assessments of the Southwest, Inc. (“ASW”) to provide the City with services necessary to collect from owners of assessed property and pay to City special assessments levied against property located with the Santorini Public Improvement District (the “PID”); and

WHEREAS, ASW desires to provide such assessment collection services to the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City to appoint ASW as special assessment collector for the year 2025 and approve an agreement with ASW for said services regarding the PID;

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

Section 1. Assessments of the Southwest, Inc. (“ASW”) is hereby appointed to serve as the City’s special assessment collector for the year 2025 with regard to assessments against property located within the Santorini Public Improvement District.

Section 2. The Agreement for Services of Special Assessment Collector, attached hereto and incorporated herein by this reference as Exhibit “A”, is hereby approved and the City Manager is authorized to execute said Agreement in substantially the form attached hereto on behalf of the City.

DULY RESOLVED by the City Council of the City of Seagoville, Texas, on the _____ day of _____, 2024.

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED:

Autumn Keefer, Asst. City Attorney
4879-7559-1901, v. 1

EXHIBIT A
Agreement for Services of Special Assessment Collector
[to be attached]

4879-7559-1901, v. 1

AGREEMENT FOR SERVICES
OF
SPECIAL ASSESSMENT COLLECTOR

STATE OF TEXAS
COUNTY OF DALLAS

THIS AGREEMENT for special Assessment Collector Services (“Agreement”) is made by and between the City of Seagoville (“City”) and Assessments of the Southwest, Inc. (“Special Assessor”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

Recitals:

Whereas, City desires to engage the services of Special Assessor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement: and

Whereas, Special Assessor desires to provide for City the services necessary to collect from owners of assessed property and pay to City special assessments levied against property located with **Seagoville Santorini Public Improvement District** (the “PID”), as more fully described in Article II, and in accordance with the terms and conditions set forth in this agreement.

Now Therefore, in exchange for the mutual covenants set forth herein, and other valuable considerations, the sufficiency and receipt of which is hereby acknowledge, the parties agree as follows:

I. Term

(A) City has appointed Special Assessor as City’s special assessment collector for the year 2025. Special Assessor shall perform the duties of said office as of the date of this Agreement and shall serve until December 31 of said year, according to the terms provided for herein, and thereafter from year to year on the same terms, unless modified in writing by the parties hereto.

(B) This Agreement may be terminated by either party upon the giving of thirty (30) days written notice, provided however, that Special Assessor shall be compensated for work performed through the effective date of termination.

II. Bond

(A) Special Assessor shall give City a bond, to be approved by the Board of Directors of City (the "Board"), in the sum of \$10,000, or as required conditioned on the faithful performance of Special Assessors duties and on paying over to the City’s depository all money coming into Special Assessor’s hands as Special Assessment Collector for the City.

(B) The cost of said bond shall be paid by the Special Assessor, the Board of which may in the future require additional security, at additional cost to City, if in its judgment additional security become necessary.

(C) Special Assessor shall also give City an executed certificate by an acceptable bonding company stating that Special Assessor’s employees are covered by a fidelity bond in the sum of \$50,000, or as required by City’s board.

(D) The cost of furnishing such certificate and the cost of providing a fidelity bond for Special Assessor’s employees shall be paid by Special Assessor.

III. Compensation

(A) Special Assessor shall receive as compensation for services as City's Special Assessor those fees and charges as set out in Exhibit "A" attached hereto and incorporated herein for all purposes. Unless otherwise specified herein or in Exhibit "A" hereto, all costs, postage, expenses, charges for equipment, etc., necessary for the performance of Special Assessor's duties shall be paid by Special Assessor. In any case, no compensation from Exhibit "A" will be paid without prior authorization from the Board.

IV. Duties

(A) Special Assessor shall perform and is authorized to perform all normal duties required by law of City's Special Assessor, which, without limiting the foregoing, shall include the following:

- (1) Preparing an annual assessment roll and mailing annual assessment statements
- (2) Receiving and posting payments to the assessment roll and depositing funds in an interim collection account approved by the City.
- (3) Maintaining the interim collection account and providing for the transfer of all funds except for contracted collection fees
- (4) Preparing monthly reports of collections received
- (5) Providing payoff figures on demand and mailing payoff statements as necessary to property owners, their agents or title companies
- (6) Being available on an hourly fee basis for attendance at meetings requested by the City.
- (7) Preparing an annual collection and receivable report

(B) All items prepared in accordance with the minimum duties of Special Assessor as set forth above shall become the property of City, unless otherwise agreed by both parties in writing. Upon termination of this Agreement, Special Assessor shall promptly turn over to City all such items and, in addition thereto, the following:

- (1) Interim account checkbooks and deposit slips
- (2) Interim account bank statements
- (3) Correspondence files
- (4) Previous monthly report files

V. Miscellaneous

(A) The City agrees to hold Special Assessor harmless from and against any and all claims, demands suits or judgments, including attorneys' fees, expenses and costs resulting from following the written directions and instructions of the City.

IN TESTIMONY HEREOF, this instrument has been executed in multiple original counterparts on behalf of by the President and attested by the Secretary of the Board and by Special Assessor as of the day and year first above written.

The City of Seagoville, Texas

BY: _____
City Manager

ATTEST:

City Secretary

BY: 
Assessments of the Southwest, Inc.
Special Assessment Collector

EXHIBIT "A"

A. ANNUAL FEE

Assessments of the Southwest, Inc. shall bill the City of Seagoville as Administrator for the PID located in Dallas County, Texas, at a rate of \$400.00 per month per phase invoiced quarterly.

B. HOURLY FEE SCHEDULE AND OTHER SERVICES

(1) Registered Texas Assessor	\$150/hour
(2) Clerical	\$75/hour
(3) Bond Sale Participation	\$1,500.00
(4) Continuing Disclosure	\$1,000.00

President, Board of Directors



Assessments of the Southwest, Inc.
Special Assessment Collector



TO: Mayor and City Council
FROM: Sara Egan, City Secretary
DATE: September 9, 2024
ITEM: 30
FIRST READING: Discuss and consider voting for a candidate for each Place (Places 11 – 14) on the Board of Trustees to the Texas Municipal League Intergovernmental Risk Pool (TMLIRP); and authorizing the Mayor to sign and complete the ballot.

INTRODUCTION

The City of Seagoville is a member of the Pool and is entitled to vote for Board of Trustee members. The City Council may cast a vote for one candidate for each place.

BACKGROUND

The candidates listed are officials that have been nominated to serve a six-year term. The listing of candidates for each place is in alphabetical order.

RECOMMENDATION

Should City Council choose to cast a vote, the ballot must be received by the Secretary of the Board no later than September 30, 2024.

ATTACHMENTS

1. Ballot

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 11 – 14 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2024. Ballots received after September 30, 2024, cannot be counted. **The ballot must be properly signed, and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 11

- Randy Criswell.** (Incumbent) Randy Criswell is currently the City Manager of Wolfforth (Region 3), a position he's held since 2022. He has served on the TML Risk Pool Board of Trustees since 2015 and as Chair of the Board from 2020 to 2022. He has been in public service since 1994, having served the City of Canyon in three administrative roles including City Manager, the City of Mineral Wells as City Manager, and his current position. Mr. Criswell has a Bachelor of Science Degree from Texas Tech University in Engineering Technology and is a Certified Public Manager. He is a member of TCMA and a past member of the TCMA Board of Directors. He and his wife Janie have three grown children, and he enjoys golf, his Harley Davidson motorcycle, and spending time with Janie.

- Robert S. Davis.** Robert Davis serves as the City Attorney for the City of Bullard (Region 15). He is a Senior Partner at Flowers Davis PLLC in Tyler and oversees the Business and Commercial Litigation, Insurance Defense, Defense of Governmental Entities, Employment Law, and Medical Liability Sections of the law firm. Mr. Davis has extensive experience in representing governmental entities and government officials in all types of litigation. He also has extensive experience in litigation for major insurance carriers and drafting coverage opinions for insurance carriers. Through the years, he has written many papers for and made numerous presentations to Texas Sheriff's Association, Texas Association of Counties, Texas Jail Association, and Texas Chief Deputies' Association.

WRITE IN CANDIDATE:

PLACE 12

- Cedric Davis, Sr.** Cedric Davis is the City Manager of the City of Mathis (Region 11). He joined the city's administration team on January 3, 2024, and has more than three decades of experience as a public servant. He served as the City Manager of Mathis for over four years, and is a former Chief of Police and Public Educator. He is a graduate of Law Enforcement Management Institute of Texas and the Advanced Military Academy of Texas. He has a Bachelor of Science degree in Criminal Justice Administration from Sam Houston State University. He is a licensed Master Peace Officer, Police Instructor, Investigator, and holds certifications in Public Management, Smart City Practitioner, and Public Finance Investment Officer. In 2008 he served as Mayor of Balch Springs.
- Rocky Hawkins.** Rocky Hawkins is a Councilmember for the City of Gladewater (Region 15), and served as such for four years. He has also served on the Gladewater Lake Board for 10 years, as a Chamber of Commerce Volunteer, as a member of the "Friends of the Library" at the Lee-Bardwell Public Library in Gladewater, and on various boards and committees at First Baptist Church for 30 years. Mr. Hawkins began his career with a brief stint as a Parole Officer for Gregg County; later spent almost 15 years in the Hospitality/Restaurant Business; and finished his career with 30 years at Eastman Chemical Co. He holds an associate's degree in business management from Kilgore College and a B.S. degree in Criminal Justice from Sam Houston State University.
- Allison Heyward.** (Incumbent) Allison Heyward has served as Councilmember for the City of Schertz (Region 7) since 2018. She also serves on the TML Board of Directors and is currently the TML President Elect. She previously served in 2022 on the TMLIRP Board as the TML Board representative. In January 2023, she was appointed to Place 12 on the TMLIRP Board to fill a vacancy. She holds a Bachelor's Degree in Accounting from Texas Southern University, and is a 2020 graduate of the Chamber Leadership Core Program. Mrs. Heyward is also a TML Leadership Fellow and a Certified Municipal Officer (CMO), having received the TMLI CMO (Certified Municipal Official Designation) Award of Excellence for maintaining the designation for 5 continuous years. She has also been recognized with the President's Award for being one of the top 2 highest earners of Continuing Education Units.
- Rudy Zepeda.** Rudy Zepeda has served as the Finance Director for the City of Santa Fe (Region 14) since 2021. Before joining Santa Fe, Mr. Zepeda served eight years in Dayton, Texas, as Assistant City Manager and Finance Director. He holds a degree in Classics from the University of Arizona and certification in Certified Public Management from Stephen F. Austin University. While Finance Director in Santa Fe, the city earned the Government Finance Officers Association (GFOA) Budget Presentation Award and the Excellence in Financial Reporting award. This year, the city was recognized by the State Comptroller's Office with its Traditional Finances Star Award. Mr. Zepeda's career spans 30 years, with significant experience in both public and private sectors, including 14 years in local government.

WRITE IN CANDIDATE:

PLACE 13

- Harlan Jefferson.** (Incumbent) Deputy City Manager for the City of Burleson (Region 13). Mr. Jefferson has been in public service for 41 years, serving as a Risk Manager for the City of Denton early in his career and serving as Town Manager for Flower Mound and Prosper, Texas. Mr. Jefferson is an active member of the Texas City Management Association (TCMA), having served on its Board of Directors and is a Past President of the North Texas City Manager Association. He holds a Bachelor of Arts in Political Science and a Master of Public Administration from the University of North Texas. Additionally, he is an Adjunct Faculty member in the Master of Public Administration Program at the University of North Texas.

- James Quin.** City Administrator for the City of Hutchins (Region 13) since March 2022. He served as City Administrator of Haslet for 8 years and City Manager for Richland Hills for 16 years. Mr. Quin earned a Bachelor of Science Education degree and a Master of Public Administration degree from Missouri State University. He is a member of the International City/County Management Association (ICMA) and maintains the ICMA Credentialed Manager (CM) designation. In April 2022, he was awarded the High Performance Leadership Academy Certificate issued by ICMA Professional Development Academy. Also, he is a full member of TCMA, and previously served on the HCA Medical City Alliance Hospital Board for 6 years.

WRITE IN CANDIDATE:

PLACE 14

- Mike Land** (Incumbent) City Manager for the City of Coppell (Region 13) since 2017, and Deputy City Manager from 2012-2017. Previously, he was Town Manager for Prosper, City Manager for Gainesville, and Executive Director for the Southwestern Diabetic Foundation. Mr. Land serves on the International City/County Management (ICMA) Board of Directors and is the 2024-25 ICMA President-Elect. Additionally, he serves on the Texas Women's Leadership Institute Advisory Board, the Texas A&M University's Development Industry Advisory Council, and the UTA MPA Advisory Board. He has also served as School Board Trustee for Gainesville Independent School District and as President of TCMA.

WRITE IN CANDIDATE:

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this _____ day of _____, 2024.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of Political Entity



TO: Mayor and City Council
FROM: Victoria Thomas, City Attorney
DATE: September 9, 2024
ITEM: 31
FIRST READING: Discuss and consider an Ordinance granting to Atmos Energy Corporation, a Texas and Virginia Corporation, its successors and assigns, a franchise to construct, maintain, and operate pipelines and equipment in the City of Seagoville, Dallas County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; providing for the payment of a fee or charge for the use of the public rights-of-way; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; and repealing all previous gas franchise ordinances.

INTRODUCTION

This first reading is to satisfy the Charter requirement for under Article X Franchises, Privileges and Licenses.

BACKGROUND

Charter Section 10.01 (c):

No franchise shall ever be granted until it has been approved by a majority of the City Council, after having been read in full at two (2) regular meetings of the City Council, nor shall any such franchise, grant or privilege ever be made unless it provided for adequate compensation or consideration therefor to be paid to the City.

RECOMMENDATION

Staff recommends acceptance of this first reading. The item will be presented at a future meeting date for the second reading and be considered for final approval.

ATTACHMENTS

1. Draft Ordinance

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAY; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

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

SECTION 1. GRANT OF AUTHORITY: The City of Seagoville, Texas, hereinafter called "City," hereby grants to Atmos Energy Corporation, Mid-Tex Division, its successors and assigns, hereinafter called "Atmos Energy" or "Company", non-exclusive consent to use and occupy the present and future Public Rights-of-Way for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon the System to deliver, transport, and distribute gas in, out of, and through City for persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the City corporate limits, as such limits may be amended from time to time during the term of this Franchise.

SECTION 2. DEFINITIONS: For the purpose of this Franchise, the following words and phrases shall have the meaning given in this section. When not inconsistent with the context, words used in the present tense include future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined in this section shall be given their common and ordinary meaning.

"Affiliate" means any entity controlling, controlled by or under common control with the entity in question. As used in this definition, the term "control" means, with respect to an entity that is a corporation, the ownership, directly or indirectly, of more than 50% of the voting securities of such entity or, with respect to an entity that is not a corporation, the power to direct the management or policies of such entity, whether by operation of law, by contract or otherwise.

“Atmos Energy” or “Company” means Atmos Energy Corporation, Mid-Tex Division, its successors and assigns, but does not include its affiliates, subsidiaries or any other entity in which it has an ownership interest, with its principal office at 5430 LBJ Freeway, Dallas, Texas 75240.

“City” means the municipal corporation designated as the City of Seagoville and includes the territory as currently is or may in the future be included within the boundaries of the City. As of the effective date of this Franchise, City’s permanent principal office is located at 702 US-175 Frontage Road, Seagoville, Texas 75159.

“City Council” means the governing body of the City of Seagoville, Texas.

“City Manager” means the City Manager of the City, or his or her duly authorized representative.

“Contributions in Aid of Construction” or “CIAC” means monies received by Atmos Energy for construction, removal, or relocation of facilities in the City’s Public Rights-of-Way and does not include donated property or reimbursements received for damages to the System.

“Emergency” means sudden and unforeseeable damage to or malfunction of a portion of the System that creates a threat to life, health, or property.

“Franchise” or “Agreement” or “Ordinance” or “Franchise Ordinance” means the rights and obligations of the City and Atmos Energy set forth in this Franchise Ordinance, as the same may be amended from time to time, and includes those rights and duties provided under the laws of Texas and of the United States.

“Gas” means such gaseous fuels as natural, artificial, synthetic, liquefied natural gas, liquefied petroleum, manufactured, or any mixture thereof.

“Gross Revenues” means:

(A) all revenues received by Atmos Energy from the sale of gas to all classes of customers (excluding gas sold to another gas utility in the City for resale of gas to its customers within City) within the City including base rate revenues and revenues from the Company’s purchased gas adjustment tariff;

(B) all revenues received by Atmos Energy from the transportation of gas through the pipeline system of Atmos Energy within the City to customers located within the City (excluding any gas transported to another gas utility in City for the sale of gas to its customers within City);

(C) the value of gas transported by Atmos Energy for transport customers through the System of Atmos Energy within the City (“Third Party Sales”), (excluding the value of any gas transported to another gas utility in City which has executed a franchise agreement with the City for the sale of gas to its customers within City), with the value of such gas to be established by utilizing Atmos Energy’s monthly weighted average cost of gas charged to industrial customers in the Mid-Tex division, as reasonably as is possible near the time as the transportation service is performed; and

(D) “Gross Revenues” shall also include: CIAC, revenues billed but not ultimately collected or received by Atmos Energy, and the following “miscellaneous charges”: charges to connect, disconnect, or reconnect gas within the City and charges to handle returned checks from consumers within the City and State gross receipts fees.

(E) “Gross Revenues” shall not include:

- (1) the revenue of any affiliate or subsidiary of Atmos Energy;
- (2) sales taxes and franchise fees paid to the City;
- (3) interest or investment income earned by Atmos Energy; and
- (4) monies received from the lease or sale of real or personal property.

“Public Rights-of-Way” means the present and future streets, alleys, highways, public ways and other public property or property interests of the City. The term includes the area on, below, and above the surface of the Public Rights-of-Way. The term applies regardless of whether the Public Rights-of-Way are paved or unpaved.

“Railroad Commission” means the Railroad Commission of the State of Texas or other authority succeeding to the regulatory powers of the Railroad Commission.

“Residents” means all persons, businesses, industry, governmental agencies, universities, and any other entity whatsoever, located, in whole or part, within the City that are or may be served by Atmos Energy hereunder.

“System” and/or “System Facilities” means all of Atmos Energy's pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections or other appurtenant equipment used in or incident to providing delivery, transportation, distribution, supply, and sales of natural gas for heating, lighting, power, and any other purpose for which natural gas may now or hereafter be used, located within the corporate limits of the City.

SECTION 3. COMPLIANCE WITH LAW & INDUSTRY STANDARDS: Atmos Energy, during the term of this Franchise, shall be subject to and comply with all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future. Unless in direct conflict with the terms of this Franchise, Atmos Energy’s use of the Public Rights-of-Way shall be subject to the City’s Right-of-Way Management Ordinance and all applicable provisions of the City Charter. This Franchise shall in no way affect or impair the rights, obligations, or remedies of the parties under the Gas Utility Regulatory Act, or other state or federal law. Nothing herein shall be deemed a waiver, release, or relinquishment of either party’s right to contest, appeal, or file suit with respect to any action or decision of the other party, that it believes is contrary to any federal, state, or local law or regulation. In constructing, maintaining, and operating the System, Atmos Energy shall act in a good and workmanlike manner, observing industry standards of engineering and workmanship and using materials of good and durable quality. Atmos Energy shall comply in all respects with applicable codes and industry standards.

SECTION 4. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF ATMOS ENERGY FACILITIES:

- A. Atmos Energy shall lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment to minimize interference with traffic, place or cause to be placed appropriate barriers to mark excavations or obstructions, and restore to approximate original condition all Public Rights-of-Way that it may disturb. Company must notify City in advance of placing permanent markers intended to identify the location of Company facilities. Company may not place more permanent markers within the Public Rights-of-Way than required under state and federal law. Company agrees to work with the City regarding maintenance of permanent markers. Atmos Energy’s work in the Public Rights-of-Way shall be performed in a timely and expeditious manner and consistent with applicable law. In determining the location of the

facilities of the City and other users of Public Rights-of-Way within City, City shall minimize interference with then existing facilities of Atmos Energy and shall require other users of Public Rights-of-Way to minimize interference with existing facilities of Atmos Energy. In the event of a conflict between the location of the proposed facilities of Atmos Energy and the location of the existing facilities of City or other users of Public Rights-of-Way within Public Rights-of-Way that cannot otherwise be resolved, the City Manager or their authorized designee shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way.

- B. Atmos Energy or contractors working on behalf of Atmos Energy shall not be required to pay for street cutting, street excavation or other special permits related to excavations in Public Rights-of-Way in connection with Atmos Energy's operations in Public Rights-of-Way. However, prior to commencing work in the Public Rights-of-Way, Atmos Energy and contractors working on behalf of Atmos Energy are required to obtain a permit in accordance with the City's Right-of-Way Management Ordinance, as amended, and any other relevant City ordinances and regulations. In the event of an Emergency, Atmos Energy shall give City telephone and e-mail notice of the initiation of any work or repairs pursuant to such Emergency as soon as practicable under the circumstances.
- C. Company shall promptly repair all damage caused by Company activities pursuant to this Franchise. If such damage poses a threat to the health, safety or welfare of the public, then Company shall take prompt actions to mitigate the health and safety concerns and shall promptly initiate repairs. If Company fails to initiate repairs in a reasonable time, after notice to Company of City's intent, City may initiate repairs and seek reimbursement from Company for the cost of such repairs, provided, however, that City is not authorized to maintain, repair, or otherwise initiate work on any System Facilities.
- D. City reserves the right for any reason whatsoever to change the grade of, construct, install, repair, alter, maintain, relocate, modify, close, reduce, or widen (together, "change") any Public Rights-of-Way, within the present or future limits of the City for a public purpose. Representatives of Company and City shall meet periodically to discuss long term planning for capital improvements projects contemplated by each. Upon City's and Company's reasonable request, Company and City shall meet to share information regarding the Company's operations and activities under this Franchise Ordinance. When required by City to remove or relocate its mains, laterals, and/or other facilities lying within Public Rights-of-Way, Atmos shall do so in accordance with the

City's Rights-of-Way Management Ordinance and all applicable City ordinances and regulations. Except in the case of an Emergency, in no event shall Atmos Energy be required to remove or relocate its facilities in less than thirty (30) days from the time notice is given to Atmos Energy by City.

- E. If City, in construction of City facilities within the Public Rights-of-Way should request that Atmos Energy remove or relocate its System Facilities lying within Public Rights-of-Way Atmos Energy shall do so at its own expense for facilities that are in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Facilities are deemed to be in conflict to the extent that the proposed City facilities are determined by Atmos Energy to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. Atmos Energy shall not be required to relocate facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Atmos Energy.

When Atmos Energy is required by City to remove or relocate its System Facilities lying within Public Rights-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Atmos Energy as a result of such removal or relocation, and such reimbursement is required to be handled through City, Atmos Energy costs and expenses shall be included in any application by City for reimbursement if Atmos Energy submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable written notice to Atmos Energy of the deadline for Atmos Energy to submit documentation of the costs and expenses of such relocation to City. Upon receipt of an amount of reimbursement intended for gas utility relocations, City shall remit to Atmos Energy within thirty (30) days of receipt, any portion of such reimbursement specifically designated as a reimbursement of Atmos Energy's costs incurred in the relocation or removal of Atmos Energy's System Facilities.

- F. When Atmos Energy is required to remove or relocate its mains, laterals or other facilities to accommodate construction by City without reimbursement from City, Atmos Energy shall have the right to seek recovery of relocation costs provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Atmos Energy to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Company is required by City to perform relocations. City shall not require that Company document request for reimbursement as a pre-condition to recovery of such relocation costs.

- G. If City abandons any Public Rights-of-Way in which Atmos Energy has facilities, such abandonment shall be conditioned on Atmos Energy's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Atmos Energy for all removal or relocation expenses if Atmos Energy agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests Atmos Energy to remove or relocate its facilities and Atmos Energy agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 5. INDEMNITY & INSURANCE: In the event of injury to any person or damage to any property by reason of the intentional and/or negligent acts or omissions of Atmos Energy or any of its officers, agents, contractors, or employees in connection with the construction, operation, maintenance, or replacement of Atmos Energy's pipeline system within the Public Rights-of-Way, Atmos Energy shall indemnify and keep harmless the City, its past, present, and future officers, officials, agents and employees from except to the extent such injury or damage is attributable to the fault of City, including without limitation, the City's negligent or intentional acts or omissions.

Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Franchise, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

- A. Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:
- (1) Products/completed operations to be maintained for the warranty period.
 - (2) Personal and advertising injury.
 - (3) Contractual liability.
 - (4) Explosion, collapse, or underground (XCU) hazards.
- B. Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all

owned, hired and non-owned automobiles.

- C. Workers compensation and employer's liability coverage. Statutory coverage limits for Coverage A and one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) each employee bodily injury by disease, and one million dollars (\$1,000,000) policy limit bodily injury by disease Coverage B employers' liability are required. Company must provide the City with a waiver of subrogation for worker's compensation claims.
- D. Any excess coverage purchased solely for the purpose of insuring Company's obligations under this Ordinance will name City as an additional insured up to the amounts required by this Ordinance.

The Company will provide proof of its insurance in accordance with this Franchise within thirty (30) days of the effective date of the Franchise and in the case of a material reduction in coverage thereafter. Company will not be required to furnish separate proof when applying for permits.

SECTION 6 NON-EXCLUSIVE FRANCHISE:

The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for City and the inhabitants thereof.

SECTION 7. RIGHT OF CONDEMNATION RESERVED: Nothing in this Franchise shall limit any right the City may have to acquire by eminent domain any property of Atmos Energy.

SECTION 8. TERM OF FRANCHISE: This Franchise shall terminate on December 31, 2043, unless terminated earlier by either party in accordance with the provisions herein. If no subsequent franchise between Atmos and City has been approved by City Council on the date of termination, this Franchise shall be automatically renewed for an additional period of six (6) months from such termination date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period, or until superseded by a new franchise approved by City Council.

SECTION 9. PAYMENTS TO CITY:

- A. Except as provided in section 9.B. below, Atmos Energy, its successors and assigns, agrees to pay and City agrees to accept, on a quarterly basis, on or before forty-five (45) days after the end of each calendar quarter, a sum of money which shall be equivalent to five percent (5%) of the

Gross Revenues, as defined in Section 2 above, by Atmos Energy during the preceding calendar quarter. The final payment under this Ordinance is due on or before _____, 2044 and will be for the period October 1 – December 31, 2043.

Payment Due	Quarter Upon Which Payment is Based
May 15	Jan. 1 – Mar. 31
Aug. 15	Apr. 1 – Jun. 30
Nov. 15	Jul. 1 – Sep. 30
Feb. 15	Oct. 1 – Dec. 31

Company agrees that on the same date that the quarterly payments are made, it will file with the City Secretary a report showing the Gross Revenues received by Company for the calendar quarter upon which the payment is based.

B. The initial payment for the rights and privileges herein provided shall be due on or before _____, 2024 and shall be for the privilege period _____ through _____, and each succeeding payment shall be for the privilege period of the calendar quarter preceding the quarter in which the payment is made. The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the previous calendar year. The initial CIAC payment pursuant to this agreement will be paid on or before April 30, 2025 and will be based on the calendar year January 1 through December 31, 2024. The final CIAC payment under this agreement will be paid on or before April 30, 20__ , and will be based on the calendar year January 1 through December 31, 204__ .

After the final payment date of February 15, 204__ , Company may continue to make additional quarterly payments in accordance with the above schedule. City acknowledges that such continued payments will correspond to privilege periods that extend beyond the term of this Franchise and that such continued payments will be recognized in any subsequent franchise as full payment for the relevant quarterly periods.

It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals

of whatsoever kind and character that City may now impose or hereafter levy and collect from Atmos Energy or Atmos Energy's agents, excepting only the usual general or special ad valorem taxes that the City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Atmos Energy's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.

**SECTION 10. EFFECT OF OTHER MUNICIPAL FRANCHISE ORDINANCE FEES
ACCEPTED AND PAID BY ATMOS ENERGY:**

If Atmos Energy should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance with another municipality in Atmos Energy's Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Atmos Energy to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

SECTION 11. ATMOS ENERGY FRANCHISE FEE RECOVERY TARIFF:

- (1) Atmos Energy may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.
- (2) City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Atmos Energy's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy.
- (3) City agrees that it will take no action, nor cause any other person or entity to take any action, to

prohibit the recovery of such franchise fees by Atmos Energy.

SECTION 12. ACCOUNTING MATTERS:

- A. Maintenance of Records. Atmos Energy shall keep accurate books of account at its principal office in Dallas, Texas, for the purpose of determining the amount due to the City under this Franchise.
- B. The City may conduct an audit or other inquiry in relation to a payment made by Atmos Energy. As a part of the audit process, the City or City's designee may, if it sees fit, inspect Atmos Energy's books of accounts relative to the City at any time during regular business hours. Company shall reasonably cooperate in making available its records and otherwise assisting in these activities upon reasonable request and notice from the City. The City or City's designee may also request (1) the amount of the sale of gas service provided to each class of customer in the city and (2) the type of service delivered for any additional service distributed directly to customers through Atmos Energy's System within the City's Public Rights-of-Way for which Atmos Energy receives compensation.
- C. Access to Records. All records deemed by City or City's designee to be reasonably necessary for such audit shall be made available by Atmos Energy at Atmos Energy's corporate office in Dallas, Texas. Atmos Energy agrees to give its full cooperation in any audit and shall provide complete responses to inquiries within twenty (20) calendar days of a written request unless a different schedule is agreed to by the City and Atmos Energy.
- D. The omission by the City to exercise its rights to an audit shall not constitute waiver of such right.

SECTION 13. LEASE OF FACILITIES WITHIN CITY'S RIGHTS-OF-WAY

Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of its facilities within the City's Public Rights-of-Way provided: (i) Atmos Energy first notifies the City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the franchise fee payment due on the revenues from such lease pursuant to Section 9 of this Ordinance. This authority to lease facilities within City's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees.

SECTION 14. ANNEXATION: City shall, within thirty (30) days of final approval, give Company notice of annexations and disannexations of territory by the City, which notice shall include a map and addresses, if known. Upon receipt of said notice, Company shall promptly initiate a process to reclassify affected customers into the city limits no later than sixty (60) days after receipt of notice from the City. The annexed areas added to the city limits will be included in future franchise fee payments in accordance with the sales tax effective date of the annexation if notice was timely received from City. Upon request from City, Company will provide documentation to verify that affected customers were appropriately reclassified and included for purposes of calculating franchise fee payments. In no event shall the Company be required to add premises for the purposes of calculating franchise payment prior to the earliest date that the same premises are added for purposes of collecting sales tax.

SECTION 15. NOTICE: All notices required by this Franchise shall be in writing and delivered personally or transmitted (a) through the United States mail by registered or certified mail, postage prepaid or (b) by means of prepaid overnight delivery service, and in either case shall be addressed as follows:

If to City:

City of Seagoville
Attn: City Manager
702 North Hwy 175
Seagoville, Texas 75159

With a copy to:

Nichols | Jackson LLP
Attn: Seagoville City Attorney
500 North Akard St., Ste. 1800
Dallas, Texas 75201

If to Company:

Notices shall be deemed received (a) upon receipt in the case of personal delivery; (b) three business days after deposit in the U.S. mail; or (c) the next business day in the case of overnight delivery. From time to time, either party may designate another address for this purpose by written notice to the other party delivered in the manner set forth above.

SECTION 16. DEFAULTS:

Events of Default.

The occurrence, at any time during the term of this Franchise, of any one or more of the following events, shall constitute an Event of Default by Atmos Energy under this Franchise:

- A. The failure of Atmos Energy to pay the Franchise Fee on or before the due dates specific herein;
- B. The failure of Atmos Energy to meet the deadlines for removal or relocation required under Section 4.D.
- C. Atmos Energy's substantial breach or violation of any of the material terms contained herein.

The foregoing shall not constitute a breach if the violation occurs without fault of Atmos Energy or occurs as a result of circumstances beyond its control which could not have been avoided as a result of the exercise of reasonable care. The Company shall not be excused by mere economic hardship or by misfeasance or malfeasance of its directors, officers or employees.

Uncured Events of Default.

- A. Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to the City, Atmos Energy shall have thirty (30) calendar days after written notice from City of an occurrence of such Event of Default to cure the same before City may exercise any of its rights or remedies provided under this Franchise.
- B. Upon the occurrence of an Event of Default by Atmos Energy which cannot be cured by the immediate payment of money to the City, Atmos Energy shall have ninety (90) calendar days after written notice from City of an occurrence of such Event of Default to cure the same before City may exercise any of its rights or remedies under this Franchise.
- C. If any Event of Default is not cured within the time period provided herein, such an Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided in the section below.

SECTION 17. REMEDIES:

Upon the occurrence of any Uncured Event of Default as described above, City shall be entitled to exercise any and all of the following cumulative remedies: (1) The commencement of an action against Atmos Energy for monetary damages; (2) the commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions that, as a matter of equity, are specifically enforceable; (3) the termination of this Franchise in accordance with the provisions of Section 18.

The rights and remedies of City and Atmos Energy set forth in this Franchise shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Atmos Energy understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same Uncured Event of Default.

SECTION 18. TERMINATION: Should City intend to exercise the remedy of termination in accordance with Section 17, City shall notify Atmos Energy in writing of its right to have a hearing before the City Council to present any objections or defenses the Company may have that are relevant to the proposed termination. The notice shall specify a hearing date which shall be at least thirty (30) days from the date of the notice. After such hearing, the City may determine whether to continue or to terminate the Franchise. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Atmos Energy of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or a court order upholding the termination becomes final and unappealable, and until the termination becomes effective, the provisions of this Franchise shall remain in effect for all purposes.

SECTION 19. ACCEPTANCE OF FRANCHISE: City shall provide Company with a certified copy of this Franchise by certified mail within five (5) days of passage. In order to accept this franchise, Atmos Energy must file with the City Secretary its written acceptance of this Franchise Ordinance within thirty (30) days after its final passage and approval by City. If such written acceptance of this Franchise Ordinance is not timely filed by Atmos Energy, the Franchise Ordinance shall be rendered null and void. When this franchise ordinance becomes effective, all previous ordinances of City granting franchises for gas delivery purposes that were held by Atmos Energy shall be automatically canceled and annulled and

shall be of no further force and effect.

SECTION 20. PARAGRAPH HEADINGS. CONSTRUCTION: The paragraph headings contained in this Ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this Ordinance and this Ordinance shall not be construed either more or less strongly against or for either party.

SECTION 21. SEVERABILITY: This Franchise and every provision hereof shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision, or portion of this Franchise shall not affect the validity or constitutionality of any other provisions of this Franchise.

SECTION 22. EFFECTIVE DATE: If Atmos Energy accepts this Ordinance, it becomes effective as of _____, 2024.

PASSED AND APPROVED ON FIRST READING on this the 9th day of September 2024.

PASSED AND APPROVED ON SECOND READING on this the ____ day of _____, 2024.

.[Signatures on following page]

ATTEST:

Sara Egan, City Secretary

Lackey Stepper Sebastian, Mayor
City of Seagoville, Texas

STATE OF TEXAS §
COUNTY OF DALLAS §
CITY OF SEAGOVILLE §

I, Sara Egan City Secretary of the City of Seagoville, Dallas County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the City Council of the City of Seagoville, Texas, at a regular session, held on the ____ day of _____, 2024, as it appears of record in the meeting Minutes dated _____.

WITNESS MY HAND AND SEAL OF SAID CITY, this the ___ day of _____, 2024.

Sara Egan City Secretary
City of Seagoville, Texas

Atmos Energy Acceptance of Franchise Ordinance

[DATE]

City of Seagoville, Texas
702 North Highway 175
Seagoville, Texas 75159
Attn: City Manager

RE: Atmos Energy Corporation, Mid-Tex Division Franchise; Ordinance No. _____

Attention: City Manager

This letter certifies that Atmos Energy Corporation, Mid-Tex Division, accepts and agrees to be contractually bound by the terms and conditions of Ordinance No. _____, a copy of which is attached hereto as Exhibit A.

Atmos Energy Corporation, Mid-Tex Division

By: _____
Printed Name: _____
Title: _____

4854-9303-8556, v. 1



TO: Mayor and City Council
FROM: Victoria Thomas, City Attorney
DATE: September 9, 2024
ITEM: 35
DESCRIPTION: Discuss and consider a Resolution supporting legislation addressing the negative impact of institutional investors on the single-family housing market in Texas.

INTRODUCTION

This agenda item is to discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, supporting a statutory amendment to Texas Local Government Code Chapter 394 regarding housing finance corporations in municipalities and counties.

BACKGROUND

This resolution addresses the growing concern over institutional investors purchasing large quantities of single-family homes in Texas, which has significantly impacted housing affordability and community stability. With nearly 30% of single-family homes in Texas being acquired by these investors in 2021, and even higher rates in some counties, this trend is driving up home prices, making it difficult for individual homebuyers, especially first-time and lower-income families, to achieve homeownership.

The resolution advocates for legislative efforts to regulate these acquisitions to protect homeownership opportunities, maintain community integrity, and ensure that housing markets across the state remain accessible and affordable for all Texans.

ATTACHMENTS

1. Resolution

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO. __**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE,
TEXAS SUPPORTING LEGISLATION ADDRESSING THE NEGATIVE IMPACT
OF INSTITUTIONAL INVESTORS ON THE SINGLE-FAMILY HOUSING
MARKET IN TEXAS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, institutional investors are companies, corporations, or limited liability companies (LLCs) as defined by the [National Association of Realtors \(NAR\)](#); and

WHEREAS, institutional investors in some cases are not subject to the same restrictions as individual homebuyers and benefit from tax advantages; and

WHEREAS, cities across Texas have observed a significant increase in the acquisition of single-family homes by institutional investors in recent years; and

WHEREAS, in 2021, nearly 30% of all single-family homes sold in Texas were purchased by these investors, with certain areas experiencing even higher rates, such as Dallas and Rockwall counties where institutional buyers accounted for up to 43% and 45% of home sales ([National Association of Realtors, pg.11](#)); and

WHEREAS, institutional investors, often outbidding individual homebuyers, can drive up home prices, making it difficult for first-time buyers and lower-income families to afford homes, thus diminishing opportunities for homeownership, which is a primary means of building wealth for families and a key component of the American dream; and

WHEREAS, the dominance of institutional investors in the housing market potentially exacerbates wealth inequality and impacts community stability, as these investors prioritize returns over being good neighbors, leading to potential neglect of property maintenance and reduced civic engagement; and

WHEREAS, although in the short term, institutional investment may increase home prices, in the long term the increased presence of institutional investors negatively impacts home values as the rental properties they acquire may deteriorate quicker, which in turn affects cities' property tax revenues that are crucial for funding local services and infrastructure; and

WHEREAS, in March 2024, Governor Abbott called on state lawmakers to limit Wall Street's presence in the Texas housing market, acknowledging the need to address this pressing issue ([The Texas Tribune](#)); and

WHEREAS, cities across Texas and the United States have been similarly impacted by the rising numbers of institutional investor-owned homes in their communities, threatening the ability of middle and lower-class families to purchase homes and achieve the American dream of homeownership;

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

Section 1: The City Council now adopts a position of support for any legislative efforts aimed at limiting or regulating the acquisition of single-family homes in Texas by institutional investors.

Section 2: This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this ____ day of _____, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Autumn Keefer, Asst. City Attorney
4860-7651-5803, v. 1