



City of Seagoville

Meeting Agenda

City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, November 4, 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.

The City of Seagoville reserves the right to reconvene, recess or realign any session or order of business at any time prior to adjournment. The purpose of the meeting is to consider the following items:

WORK SESSION – 6:30 PM

1. Call to Order
2. Receive a presentation regarding Seagofest.
3. Receive and discuss the results of the request for proposals (RFP) for Project # BP-001 Ballfield Improvements for Bearden Park.
4. Discuss Regular Session agenda items.
5. Adjourn

REGULAR SESSION – 7:00 PM

6. Call to Order
7. Invocation
8. Pledge of Allegiance
9. Presentation of Life Saving Award
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: October 21, 2024.**
- 13. Consider a Resolution authorizing and ratifying execution by the Mayor of an easement in favor of Oncor Electric Delivery Company, LLC, regarding the construction, operation, and maintenance of electric delivery facilities for the City's Ard Road Pump Station.**

Regular Agenda

- 14. Discuss and consider granting the use of the City's logo to Todd Brisbon in connection with the skate park and for the limited purpose of the creation of a commemorative skateboard.**
- 15. Discuss and consider action to reject all bids and not awarding the contract for Project #BP-001 Ballfield Improvements for Bearden Park.**
- 16. Discuss and consider a Resolution approving an agreement for professional engineering services on a task order basis for assistance with the City's Storm Water Management Plan Permit with Halff Associates, Inc.; in an amount not to exceed seventy-four thousand two hundred dollars (\$74,200.00); and authorizing the City Manager to execute said agreement.**
- 17. Discuss and consider a Resolution authorizing Anderson Asphalt & Concrete Paving to provide asphalt road repair work on Malloy Bridge Road for compensation in an amount not to exceed six hundred ten thousand eight hundred sixty-eight dollars and zero cents (\$610,868.00); authorizing the City Manager to execute any and all necessary documents.**
- 18. Discuss and consider a Resolution casting the City's one (1) vote for a member of Board of Directors of the Kaufman Central Appraisal District.**
- 19. Discuss and consider a Resolution casting up to five (5) votes for a member(s) of Board of Directors of the Dallas Central Appraisal District.**
- 20. 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.
- 21. Discuss future agenda items.**
- 22. Adjourn**

CERTIFICATE

I certify that the above Notice of Meeting was posted on the bulletin board at the City Hall of the City of Seagoville, Texas on this 31st day of October 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, November 11, 2024, HOLIDAY
- Monday, November 18, 2024, Regular City Council Meeting



TO: Mayor and City Council
FROM: Ritha Edwards, Managing Director of Seagoville Chamber of
DATE: Commerce November 4, 2024
ITEM: 2
DESCRIPTION: Receive a presentation regarding Seagofest.

INTRODUCTION

The purpose of this item is to provide a summary of the event held October 3rd – 6th.

BACKGROUND

This event is sponsored by the Seagoville Chamber of Commerce providing a family-friendly atmosphere full of carnival rides, arts and crafts, and food from a variety of vendors.

FINANCIAL IMPACT

The Seagoville Chamber of Commerce is a HOT Grant recipient of \$12,500.00 to be used to directly enhance and promote tourism and the convention and hotel industry. Funds are provided upon submission of incurred costs or eligible expenses.



TO: Mayor and City Council
FROM: Kirk McDaniel, Director of Economic Development
DATE: November 4, 2024
ITEM: 3
DESCRIPTION: Receive and discuss the results of the request for proposals (RFP) for Project #BP-001 Ballfield Improvements for Bearden Park.

INTRODUCTION

This agenda item is to discuss the results of the City's Request for Proposals for the Project #BP-001 - Ballfield Improvements for Bearden Park.

BACKGROUND

On August 20, 2024, a Request for Proposals was issued for Ballfield Improvements for Bearden Park. Mammoth / Sports Field Companies provided a proposal, and Pine Tar Sports provided a proposal. The Proposals were then evaluated and scored by City Staff in the attached evaluation criteria. The Mammoth / Sports Field Companies proposal had an estimated cost of \$9 million. The Pine Tar Sports proposal failed to provide the proposed staffing, business plan, timing, or references.

FINANCIAL IMPACT

The Mammoth/Sport Field Companies proposal has an estimated budget impact of \$9 million. The Pine Tar Sports proposal has an estimated budget impact of \$0.

RECOMMENDATION

City Staff recommends rejecting all bids and not award a contract at this time.

ATTACHMENTS

1. Project #BP-001 Scoring Matrix

**City of Seagoville
Bearden Park RFP BP-001**

Weighted Rating	25	10	10	25	15	5	10	
Evaluation Criteria	General Qualifications	Relevant Experience	Proposed Staffing	Pricing	Proposed Approach	Responsiveness	References	Weighted Score
Mammoth + SFC	4.67	4.67	2.33	1.67	4.67	4.67	5.00	371.67
Pine Tar Sports	3.00	3.67	0.00	4.00	1.33	1.00	0.00	236.67

Each criteria scored from 0 to 5 by independent members of City Staff. Scores shown above represent the average score.

- 0 = Not Satisfied**
- 1= Weak Satisfaction**
- 2= Slight Satisfaction**
- 3= Moderate Satisfaction**
- 4= Satisfied**
- 5= High Satisfaction**



TO: Mayor and City Council
FROM: Ray Calverley, Police Chief
DATE: November 4, 2024
ITEM: 9
DESCRIPTION: Presentation of Life Saving Award

BACKGROUND

On 10-12-2024 around 02:00 AM, Ofc Cory Mills and Ofc Mike Orrick were dispatched to a mobile home park located in the 300 block of Malloy Bridge Rd in reference to a possible overdose.

Upon arrival they observed an adult female unconscious lying on the living room floor. The female was not breathing and had begun to turn cyanotic with her eyes rolled back. It was obvious to the responding officers that if they did not take immediate action the female probably would be deceased within a few minutes.

Ofc Mills administered an initial dose of Narcan, the female tried to breathe but stopped. After observing the subject for a few seconds Ofc Orrick administered a second dose of Narcan. Ofc Mills then performed a sternum rub to try to stimulate the female to breathe. Upon arrival of EMS a third dose of Narcan was administered and eventually the female started breathing on her own and regained consciousness.

The quick actions of these two officers saved this person's life.



TO: Mayor and City Council
FROM: Sara Egan, City Secretary
DATE: November 4, 2024
ITEM: 12
DESCRIPTION: Consider approving the City Council meeting minutes: October 21, 2024.

RECOMMENDATION

Recommend approval of the meeting minutes.

ATTACHMENTS

1. October 21, 2024 Minutes



City of Seagoville

Meeting Minutes

City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, October 21, 2024

6:30 PM

Council Chambers

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

Also present were City Manager Patrick Stallings, City Attorney Kevin Laughlin, Asst. City Attorney Chris Metcalf, and City Secretary Sara Egan.

The City Council of the City of Seagoville met in a Regular Called Meeting on Monday, October 21, 2024, at 6:30 p.m. in the Council Chamber at City Hall, 702 N. Hwy 175, Seagoville, Texas.

WORK SESSION – 6:30 PM

1. Call to Order

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

2. Receive an update from Code Enforcement regarding Malloy Bridge Road and US-175 Frontage.

Director of Health Services Mamata Bhandari Medina presented the steps taken to address various code violations. The focus of this effort is to maintain the standard of the community as well as increase awareness for improved compliance.

Councilmember Magill and others commented on the need for a stop sign to improve traffic safety. Director of Community Development Bill Medina explained enforcement challenges of stop signs. Based on the City Council comments he will locate and review site plans for stop sign requirements. An alternative option might be communicating with the property owners for a collaborative solution.

3. Discuss Regular Session agenda items.

There were no questions.

4. Adjourn

Mayor Sebastian adjourned the Work Session at 6:40 p.m.

REGULAR SESSION – 7:00 PM

5. Call to Order

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

6. Invocation

Councilmember Magill let the invocation.

7. Pledge of Allegiance

City Council led the pledge of allegiance.

8. Mayor's Report

- Early voting started today and ends November 1st.
- Keep Seagoville Beautiful is hosting an Arbor Day Plant Sale on November 2nd.
- Trash Off event will be held November 2nd.

9. Citizen's Comments

There were no speakers.

Consent Agenda

Mayor Pro Tem Epps made a motion to approve the Consent Agenda items 10-12, seconded by Councilmember Hernandez. The motion passed unanimously (5/0).

10. Consider approving the City Council meeting minutes: October 7, 2024.

11. Consider approving cancellation and/or rescheduling of four regularly scheduled City Council meeting dates for 2025 as follows: (1) January 6, 2025 – rescheduled to January 13, 2025; (2) January 20, 2025 – cancelled; (3) February 17, 2025 - rescheduled to February 24, 2025; (4) September 1, 2025 - rescheduled to September 8, 2025.

12. Consider a Resolution authorizing the purchase of two (2) 2024 Silverado 1500 Code Enforcement Vehicles at a total cost of one hundred three thousand, eight hundred fifty-five dollars and fifty-eight cents (\$103,855.58) including the decals and graphics from Caldwell Country Chevrolet for vehicles and Pursuit Safety Inc for decals and graphics.

Resolution No. 2024-95

Regular Agenda

13. FIRST READING: Discuss and consider a Resolution approving and ratifying a contract between the Seagoville Economic Development Corporation, and the American Ramp Company for the skate park construction in an amount not to exceed \$185,814.02.

Mayor Sebastian read item 13 into the record.

14. Discuss and consider a Resolution authorizing the City Manager to execute a Chapter 380 Economic Development Program Agreement with Seagoville Laguna Azure, LLC in substantially the form of the agreement as presented.

Director of Economic Development Kirk McDaniel presented the benefits of this agreement related to the building materials for the Santorini Development and associated sales tax.

Councilmember Hernandez made a motion to approve agenda item 14, seconded by Councilmember Howard. The motion passed unanimously (5/0).

Resolution No. 2024-96

15. SECOND READING: Discuss and consider a Resolution approving and ratifying a contract between the Seagoville Economic Development Corporation, and the American Ramp Company for the skate park construction in an amount not to exceed \$185,814.02.

Mr. McDaniel briefed City Council on item 15.

Councilmember Magill made a motion to approve agenda item 15, seconded by Councilmember Hernandez. The motion passed unanimously (5/0).

Resolution No. 2024-97

16. Items of community interest and councilmember reports.

Councilmember Hernandez encouraged citizens to vote and participate in the Arbor Day event.

Councilmember Howard announced other events hosted by the Police Association.

17. Discuss future agenda items.

There were no future agenda items.

18. Adjourn

There being no further business before the City Council the meeting adjourned at 7:08 p.m.

ATTEST:

APPROVED:

Sara Egan, City Secretary

Lackey Stepper Sebastian, Mayor



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: November 4, 2024
ITEM: 13
DESCRIPTION: Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing and ratifying execution by the mayor of an easement in favor of Oncor Electric Delivery Company, LLC ("Onco"), regarding the construction, operation, and maintenance of electric delivery facilities for the city's Ard Road pump station; and providing an effective date

INTRODUCTION

The purpose of this item is to approve an easement with Onco to provide additional service to Ard Road pump station.

BACKGROUND

To provide the additional electric service to Ard Road pump Station Onco had to install a new service and transformer within the property. To use the new electrical equipment the city has to provide an easement to Onco.

FINANCIAL IMPACT

None.

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Resolution
2. Easement Documents

CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING AND RATIFYING EXECUTION BY THE MAYOR OF AN EASEMENT IN FAVOR OF ONCOR ELECTRIC DELIVERY COMPANY, LLC (“ONCOR”), REGARDING THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF ELECTRIC DELIVERY FACILITIES FOR THE CITY’S ARD ROAD PUMP STATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in conjunction with the construction, operation and maintenance of the City’s Ard Road Pumpstation, it is necessary to have Oncor Electric Delivery Company, LLC (“Oncor”) provide necessary electric delivery facilities; and

WHEREAS, to allow Oncor to install the necessary electric delivery lines and related facilities, the City must grant Oncor an easement for that purpose across the City’s property upon which the Ard Road Pumpstation is located; and

WHEREAS, City Administration has negotiated such an easement with Oncor; and

WHEREAS, the City Council of the City of Seagoville finds it to be in the public interest to authorize and/or ratify the Mayor’s execution of such easement with Oncor;

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

SECTION 1. The easement attached hereto and incorporated herein by this reference as Exhibit “A” in favor of Oncor Electric Delivery Company, LLC is hereby approved and the Mayor’s execution thereof on behalf of the City is authorized and ratified, as the case may be.

SECTION 2. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this the _____ day of _____, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Chris Metcalf, Asst. City Attorney

EXHIBIT "A"
[Easement – Oncor]

4895-0107-4163, v. 1

PT #: _____
District: MTN
WO #: 24378442
ER #: _____

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Dallas §

That **City of Seagoville, a Texas rule municipality**, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED).

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives, and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2024.

City of Seagoville,
a Texas rule municipality

By: _____
Lackey Stepper Sebastian, Mayor

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Pat Stallings, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of City of Seagoville, as the City Manager thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2024.

Notary Public in and for the State of Texas



TO: Mayor and City Council

FROM: Councilmember Harold Magill

DATE: November 4, 2024

ITEM: 14

DESCRIPTION: Discuss and consider granting the use of the City's logo to Todd Brisbon in connection with the skate park and for the limited purpose of the creation of a commemorative skateboard.

INTRODUCTION

The purpose of this item is for City Council to have an opportunity to consider the request.



TO: Mayor and City Council
FROM: Kirk McDaniel, Director of Economic Development
DATE: November 4, 2024
ITEM: 15
DESCRIPTION: Discuss and consider action to reject all bids and not awarding the contract for Project #BP-001 Ballfield Improvements for Bearden Park.

INTRODUCTION

This agenda item is to discuss the results of the City's Request for Proposals for the Project #BP-001 - Ballfield Improvements for Bearden Park.

BACKGROUND

On August 20, 2024, a Request for Proposals was issued for Ballfield Improvements for Bearden Park. Mammoth / Sports Field Companies provided a proposal, and Pine Tar Sports provided a proposal. The Proposals were then evaluated and scored by City Staff in the attached evaluation criteria. The Mammoth / Sports Field Companies proposal had an estimated cost of \$9 million. The Pine Tar Sports proposal failed to provide the proposed staffing, business plan, timing, or references.

FINANCIAL IMPACT

The Mammoth/Sport Field Companies proposal has an estimated budget impact of \$9 million. The Pine Tar Sports proposal has an estimated budget impact of \$0.

RECOMMENDATION

City Staff recommends rejecting all bids and not award a contract at this time.

ATTACHMENTS

1. Project #BP-001 Scoring Matrix

**City of Seagoville
Bearden Park RFP BP-001**

Weighted Rating	25	10	10	25	15	5	10	
Evaluation Criteria	General Qualifications	Relevant Experience	Proposed Staffing	Pricing	Proposed Approach	Responsiveness	References	Weighted Score
Mammoth + SFC	4.67	4.67	2.33	1.67	4.67	4.67	5.00	371.67
Pine Tar Sports	3.00	3.67	0.00	4.00	1.33	1.00	0.00	236.67

Each criteria scored from 0 to 5 by independent members of City Staff. Scores shown above represent the average score.

- 0 = Not Satisfied
- 1= Weak Satisfaction
- 2= Slight Satisfaction
- 3= Moderate Satisfaction
- 4= Satisfied
- 5= High Satisfaction



TO: Mayor and City Council

FROM: Chris Ryan, Director of Public Works

DATE: November 4, 2024

ITEM: 16

DESCRIPTION: Discuss and consider a Resolution approving an agreement for professional engineering services on a task order basis for assistance with the City's Storm Water Management Plan Permit with Halff Associates, Inc.; in an amount not to exceed seventy-four thousand two hundred dollars (\$74,200.00); and authorizing the City Manager to execute said agreement.

INTRODUCTION

The purpose of this item is to provide the Public Works Department with assistance with the storm water management plan permit. This item was previously considered on August 19, 2024; however, an agreement was not executed instead terms have been changed for a new agreement.

BACKGROUND

The City of Seagoville has contracted with HALFF Associates, Inc., for its Storm Water Maintenance Plan Permit. The services of a full-time engineer are not feasible at this point; however, staff finds it necessary many times throughout the year to consult with various professionals to ensure the best possible service for our community is provided. Approval of this Agenda Item will ensure that staff will have the ability to consult with extremely competent engineering professionals in Storm water to ensure that we make the best possible decisions for our residents, businesses, and visitors to our community.

FINANCIAL IMPACT

Approved FY2024-25 Budget \$74,200.00 for Storm Water Management Permit.

RECOMMENDATION

Public Works recommends approval.

ATTACHMENTS

1. Resolution
2. Halff Proposal

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS FOR ASSISTANCE WITH THE CITY'S STORM WATER MANAGEMENT PLAN PERMIT AS SET FORTH IN EXHIBIT "A" IN AN AMOUNT NOT TO EXCEED \$74,200.00; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Halff Associates, Inc., ("Engineer") provides professional engineering services to the City of Seagoville ("City") on an "as needed" or "task order" basis as determined by the City; and

WHEREAS, City is in need of assistance with various aspects of its Storm Water Management Plan Permit; and

WHEREAS, Engineer has provided a proposal for professional engineering services related to the City's Storm Water Management Plan Permit; and

WHEREAS, the City Council for the City of Seagoville, Texas finds it to be in the best interest of the City of Seagoville to approve a Professional Services Agreement with Halff Associates, Inc for engineering services as set forth in Halff's proposal in an amount not to exceed \$74,200.00, and to authorize the City Manager to execute the same;

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

Section 1. The City Council hereby approves the Professional Services Agreement with Halff Associates, Inc. for provision of professional engineering services related to the City's Storm Water Management Plan Permit in substantially the form of that attached hereto and incorporated herein by this reference as Exhibit "A," in an amount not to exceed \$74,200.00 and hereby authorizes the City Manager to execute said Agreement.

Section 2. That 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. That 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.

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this 4th day of November, 2024.

APPROVED:

Lackey Stepper Sebastian

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Chris Metcalf, Asst. City Attorney

EXHIBIT A
Professional Services Agreement with Halff

4855-3965-5896, v. 1

STATE OF TEXAS §

§ **AGREEMENT FOR PROFESSIONAL SERVICES**

COUNTY OF DALLAS §

This Agreement for Professional Services (“Agreement”) is made by and between the City of Seagoville, Texas (“City”) and Halff Associates, Inc. (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist the City in relation to its storm water management plan permit project (the “Project”) on the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I

Term; Termination

1.1 Term. This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Termination. Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, or other project related items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services performed in accordance with this Agreement prior to such termination.

Article II

Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services. The Professional shall perform the services with: (i) the professional skill and care ordinarily provided by competent architects or engineers, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect or engineer, as the case may be. If the Professional is not a licensed engineer or registered architect, the Professional shall perform the services: (i) with the

skill and care ordinarily provided by similar professionals practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent professionals.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in the Scope of Services, if any.

2.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

2.4 Information/Confidentiality. City will furnish to Professional such information with respect to the Project as Professional may reasonably request in order to render Professional's services effectively. Professional will hold in strict confidence all information with respect to the Project which is furnished to Professional by City in confidence, and which is not otherwise publicly available and/or not required, as a matter of law or proper business practice, to be disclosed to a third party in connection with the services for the Project.

2.5 Deliverables. Professional grants City a license to reproduce, make derivative works, and use of the final documents, drawings, specifications, plans, related reports, calculations, maps, charts (collectively the "Deliverables") prepared or produced by Professional for the Project to the extent that City has paid the Fee or portion thereof associated with production of the particular Deliverables at issue. The City shall have the right to publish, disclose, distribute and otherwise use such Deliverables only for those purposes for which they were intended, provided, however, that Professional is not and shall not be responsible or liable, in any manner whatsoever, for the City's use of such Deliverables for any purpose other than the Project described in this Agreement. Professional shall, upon completion of the Scope of Services, or earlier termination, provide the City with the final Deliverables prepared by Professional as set forth in the Scope of Services.

2.6 Conflict of Interest. Professional agrees to notify City and seek City's approval prior to Professional's retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Professional's services under this Agreement. City may deny any such approval for Professional's retention set forth above, in the event City, in City's sole and absolute discretion, should conclude that such retention would have an adverse effect on Professional's services under this Agreement.

2.7 Opinion of Probable Costs. Professional will, if required by the Scope of Services, furnish an opinion of probable Project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by Professional hereunder will be made on the basis of Professional's cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining their prices.

Article III

Schedule of Work

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

Article IV

Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in Exhibit "B" attached hereto and incorporated herein by this reference, up to a maximum (not to exceed) of \$74,200.00 (the "Fee"). Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet, and email charges.

Article V

Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the Scope of Services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Professional to perform the Scope of Services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total

compensation to be paid Professional hereunder, and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Professional shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 The Professional shall submit monthly progress reports and attend monthly progress meetings as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI

Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; 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.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail or courier to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:

Attn: Pat Stallings
City Manager
City of Seagoville, Texas 702
US-175 Frontage Rd
Seagoville, Texas 75159

With a copy to:

Attn: Victoria Thomas
City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P. 1800
Ross Tower
500 North Akard Street
Dallas, Texas 75201

If intended for Professional:

Attn: Legal Department
Halff Associates, Inc.
1201 N. Bowser Road
Richardson, TX 75081

With copies to legalhelp@halff.com

6.10 Insurance.

(a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance for bodily injury, death and property damage including the

property of the City, its officers, contractors, agents and employees (collectively referred to as the “City”) insuring against all claims, demands or actions relating to the work and services provided by the Professional pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to the City; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker’s Compensation Insurance at the statutory limits and Employers Liability covering all of Professional’s employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Professional shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.

- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, Professional verifies that Professional and its principals under this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, that neither Professional nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas, or any of its departments or agencies.
- (b) If, during the term of this Agreement, Professional becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, Professional shall immediately inform the City.
- (c) For agreements that are financed by Federal or State grants, Professional agrees that this section will be enforced on each of its subcontractors and will inform the City of any violations of this section by subcontractors to the Agreement.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this Agreement.

6.12 Indemnification. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PROFESSIONAL AGREES TO INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST LIABILITY, CLAIMS, AND DAMAGES TO THE EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANTS AND CONTRACTORS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL.

INDEMNIFIED ITEMS SHALL INCLUDE REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COSTS INCLUDING BUT NOT NECESSARILY LIMITED TO COURT COSTS, IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2024.

CITY OF SEAGOVILLE, TEXAS

By: _____

Pat
Stallings, City
Manager

EXECUTED this _____ day of _____, 2024.

HALFF ASSOCIATES, INC.

By: _____

Name:
Title:



Mr. Chris Ryan
Public Works Director
CRyan@Seagoville.us
972-287-6823

September 26, 2024

City of Seagoville,
101 N Watson St
Seagoville, TX 75159

RE: Revised Proposal for Stormwater Management Program (SWMP) Preparation and Phase II MS4 General Permit Assistance

Mr. Chris Ryan,

Halff is pleased to submit the revised fee proposal and Scope of Services, Attachment A, to prepare the City of Seagoville's Stormwater Management Program (SWMP) in accordance with the Texas Commission on Environmental Quality's (TCEQ) permit requirements. The SWMP outlines the City's 5-year stormwater permitting program with measurable goals each year. Each year, the City is required to submit a MS4 Annual Report to TCEQ that provides progress on implementing the actions specified within the City's SWMP. This proposal is solely for the development of the SWMP and NOI (Notice of Intent).

Halff's legal team reviewed the contract that was approved by the City Council. Halff has several requested adjustments to the contract language, which are shown using tracked changes in the attached document. Please have the City Attorney review Halff's requested changes. If the City Attorney has questions or concerns about the requested adjustments, please let me know so we can schedule a meeting with the attorneys.

We appreciate your continued trust in Halff as we strive to provide the City with a stormwater program that meets the TCEQ permitting requirements while keeping it manageable for City staff. Please give me a call if you have any questions. We look forward to continuing serving the City of Seagoville!

Sincerely,

Stephanie W. Griffin, PE, CFM, F.ASCE
Director of Water Resources
(817) 813-5704

Waqar Fatimah, PE, CFM
Water Resources Team Leader
(214) 937-3952



**Attachment A
Scope of Service**

**CITY OF SEAGOVILLE
2024-2029 SWMP Preparation for TPDES TXR040000 Small MS4 General Permit
Scope of Work
September 26, 2024**

Task 1: SWMP Project Management and Coordination

Halff project management activities include task leadership and direction; telephone and written communication; project status reports; project progress meetings; project invoicing; and personnel and data management among other general project management activities. Specific meetings beyond staff management coordination and regular communication include the following:

1. Attend one (1) in-person project kickoff meeting with staff from the City of Seagoville (City). The meeting will be coordinated by Halff and is intended to discuss key items such as project schedule, budget and any specific directives. Halff will provide a preliminary schedule at the kickoff meeting. We will discuss the previous annual reports, stormwater activities, proposed BMPs, timeline of activities, program goals and annual reporting requirements. Changes to the general permit requirements will also be discussed.
2. Attend up to four (4) virtual progress meetings over the course of the SWMP development, to discuss specific task objectives and progress. Prepare and submit meeting notes to City staff.
3. Prepare monthly project status updates and invoices.

Deliverables

- Meeting notes
- Monthly project status updates with invoices

TASK 2: 2024-2029 SWMP Preparation and MS4 Readiness

Halff's proposed services include preparation of updated MS4 SWMP, NOI, and Core Data Form for the City. TCEQ uses the NOI and corresponding SWMP to authorize stormwater discharges to surface water in the state under the TPDES Phase II Municipal Separate Storm Sewer System (MS4) General Permit, TXR040000. The Small MS4 General Permit, TPDES Permit No. TXR040000, was issued on January 24, 2019, and was scheduled to expire on January 24, 2024. TCEQ announced that the 2019 permit remained effective until August 2024 due to delays it encountered with its new Net-MS4 electronic system. The updated Small MS4 General Permit, TPDES Permit No. TXR040000, was issued on August 15, 2024, and TCEQ established February 11, 2025, as the SWMP and NOI deadline.

Halff will prepare an updated SWMP for the City to achieve administrative compliance with the updated TCEQ General Permit, TXR040000. Specific tasks include:



1. 2024-2029 MS4 SWMP General Permit Review
 - a. Identify updates from 2019 to 2024 TXR040000 General Permit requirements.
 - b. Provide City with identified comparison document: 2024-2029 TXR04000 General Permit vs. 2019-2024 TXR04000 General Permit.
2. Review updated Minimum Control Measures (MCMs) and Best Management Practices (BMPs)
 - a. Assess each MCM and BMP from the current TCEQ-approved SWMP. Prepare a summary and schedule of possible BMPs for discussion with the City.
 - b. Meet with City staff to discuss the potential BMPs. Update BMPs according to City's preferences while meeting TCEQ requirements. (one virtual meeting)
 - c. Assist the City in developing implementation strategies, a basic timeline for each stormwater-related activity and reference for responsible parties involved.
3. Prepare SWMP, NOI and Core Data Form
 - a. Revise the City's current SWMP using the MCMs and scheduled BMPs developed in Task 2.2.
 - b. Assist the City in the preparation of the TCEQ required NOI in NeT-MS4 and Core Data Form.
 - c. Prepare draft SWMP, NOI, and Core Data Form for review and comment by the City. To prepare the NOI in NeT-MS4 platform, Halff will need to be approved as a Preparer for the City for NeT-MS4.
 - d. Meet with City staff to discuss draft documents and obtain City feedback. (one virtual meeting)
 - e. Finalize the SWMP.
 - f. Assist City with electronic submittal of final NOI and Core Data Form to TCEQ through the NeT-MS4 platform.

Deliverables

- 2019 vs. 2024 permit comparison document
- Digital copy of draft SWMP and Core Data Form
- Digital copy of final SWMP and Core Data Form
- Draft NOI in NeT-MS4
- Final NOI in NeT-MS4 for City to submit

Task 3: Quality Assurance / Quality Control

Draft and final deliverables will be reviewed by senior Halff personnel with appropriate experience. Associated QA/QC documentation will be provided upon request.



Fee Summary

Compensation for services outlined in Attachment ‘A’ shall be on an hourly (time and materials) basis with an initial fee of \$74,200.00. Halff will provide the services outlined in Attachment ‘A’ on an hourly basis as requested by the City until the authorized budget for these services is exhausted. A contract modification and budget increase will be necessary for Halff to continue providing these services once the budget is exhausted.

Halff will bill the project monthly per our current rates, and direct charges and travel expenses will be billed within the limits of this budget. A progress report will be provided with each invoice listing the tasks that have been performed and total hourly cost for each task.

Upon approval of the fee proposal and a “notice to proceed”, the City shall furnish Halff with a work order number. The work order number will be included in the referenced reviews, billing and correspondence.

A cost breakdown of the total fees is shown below:

Task 1: SWMP Project Management and Coordination	\$ 11,900
Task 2: 2024-2026 SWMP Preparation and MS4 Readiness.....	\$ 53,500
Task 3: Quality Assurance / Quality Control	\$ 8,800

FEE SUMMARY TOTAL

\$ 74,200



ITEMS EXCLUDED AND/OR OPTIONAL SUPPLEMENTAL SERVICES:

The following services are excluded from this scope of work; however, following coordination with the City, the following services may be added as supplemental services.

- Notice of Change: As an additional service, if it is required to address and document changes to the SWMP measurable goals, Halff will prepare and submit to TCEQ a Notice of Change (NOC) document on behalf of the City.
- Implementation of the SWMP activities
- Public outreach meetings
- City council meetings
- Meetings with TCEQ
- Digital creation of data such as GIS that provides proper traceable metrics for public involvement activities
- Map preparation
- Development of a structural control maintenance and enforcement program
- Hosting, planning and attending events that might be required as BMPs
- Environmental permitting coordination with either State or Federal agencies not included in the scope of services
- Detailed evaluations of specialty clean-up efforts (I.E., illegal camp sites) that could require a specialty contractor
- Field work
- Stormwater sampling and testing
- Training
- Permit and/or application fees
- MS4 Annual Reports
- Any other Halff Associates, Inc. professional services other than stipulated in this scope of work.

Proposed Project Schedule

Halff will commence work upon notice-to-proceed (NTP).

The City is required to have a compliant SWMP prepared prior to submitting an NOI, which is due February 11, 2025. The City will inform Halff when NOI is submitted to TCEQ Executive Director

The project effort is anticipated to take five (5) months from NTP. Tentative schedule:

- September 2024: NTP
- October 2024: kickoff meeting
- November 2024: Halff provides draft SWMP to City for review and comment
- December 2024: City provides comments on draft SWMP
- January 2025: Halff finalizes the SWMP, NOI, and Core Data Form and submits to City
- February 11, 2025: TCEQ deadline for City to submit NOI and Core Data Form



Attachment B

Halff shall be compensated for personnel time, non-labor expenses, and subcontract expenses in performing services in Attachment 'A' as follows:

Personnel time shall be compensated based on hours worked directly in performing this project multiplied by the appropriate labor category rate for the Halff team member performing the work. Labor category rate as presented in the rate schedule table below is the rate for each labor category performing the work and includes all direct salaries, overhead and profit.

<u>CATEGORY</u>	<u>HOURLY RATE*</u>
Administrative Assistant I	\$72 - \$95
Administrative Assistant II	\$90 - \$110
Administrative Assistant III	\$105 - \$129
Administrative Assistant IV	\$125 - \$160
Specialist I	\$95 - \$109
Specialist II	\$105 - \$148
Specialist III	\$145 - \$199
Specialist IV	\$195 - \$225
Specialist V	\$225 - \$393
Professional Engineer I	\$122 - \$157
Professional Engineer II	\$146 - \$193
Professional Engineer III	\$175 - \$220
Professional Engineer III	\$215 - \$275
Professional Engineer V	\$270 - \$370

* Rates are valid through June 30, 2025

Direct expenses will be billed at 1.1 times direct cost incurred. Direct expenses include, but are not limited to, subcontractor expenses, mileage, travel and lodging expenses, mail, supplies, printing and reproduction services, other direct expenses associated with delivery of the work; plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes.



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: November 4, 2024
ITEM: 17
DESCRIPTION: Discuss and consider a Resolution authorizing Anderson Asphalt & Concrete Paving to provide asphalt road repair work on Malloy Bridge Road for compensation in an amount not to exceed six hundred ten thousand eight hundred sixty-eight dollars and zero cents (\$610,868.00); authorizing the City Manager to execute any and all necessary documents.

INTRODUCTION

The purpose of this item is to approve an asphalt level up on approximately 8500 feet of West Malloy Bridge Road .

BACKGROUND

On or about May 15, 2023 the City of Seagoville and the City of Forney entered into a Master Interlocal Purchasing Agreement. the City of Forney, Texas and , Anderson Asphalt & Concrete Paving have previously entered into an agreement for , Anderson Asphalt & Concrete Paving, a copy of which is attached hereto and incorporated herein as Exhibit "B," to provide concrete repairs, which agreement provides that other government entities may participate in the agreement under all terms, conditions, specifications, and pricing as set forth in that agreement. Pursuant to said Contract, Anderson Asphalt & Concrete Paving submitted an estimate in the amount of \$610,868.00 for provision of asphalt road work on West Malloy Bridge Road, including the provision of all necessary labor, equipment, and materials, a copy of which is attached as Exhibit C.

FINANCIAL IMPACT

FY2024-25 Street Budget

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Resolution
2. Work Order

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO.**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING ANDERSON ASPHALT & CONCRETE PAVING TO PROVIDE ASPHALT ROAD REPAIR WORK ON MALLOY BRIDGE ROAD FOR COMPENSATION IN AN AMOUNT NOT TO SIX HUNDRED TEN THOUSAND EIGHT HUNDRED SIXTY EIGHT DOLLARS AND ZERO CENTS (\$610,868.00) AS SET FORTH IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City of Seagoville and the City of Forney entered into a Master Interlocal Purchasing Agreement approved by the City Council of the City of Seagoville on May 15, 2023, under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code, under which the City of Forney acted as purchasing agent for the purchase of various goods and services through the competitive bidding process; and

WHEREAS, the City of Forney, Texas and , Anderson Asphalt & Concrete Paving have previously entered into an agreement for road repairs to provide concrete repairs, which agreement provides that other government entities may participate in the agreement under all terms, conditions, specifications, and pricing as set forth in that agreement; and

WHEREAS, pursuant to said Contract, Anderson Asphalt & Concrete Paving submitted an estimate in the amount of \$610,868.00 for provision of asphalt road repair work on West Malloy Bridge Road, including the provision of all necessary labor, equipment, and materials, a copy of which is attached as Exhibit A; and

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the estimate and has determined it to be in the best interest of the City to authorize the City Manager to execute any documents necessary to authorize Anderson Asphalt & Concrete Paving to provide asphalt road repair work on West Malloy Bridge Road as set forth in Exhibit A;

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

SECTION 1. The City Council hereby authorizes Anderson Asphalt & Concrete Paving to provide asphalt road repair work on West Malloy Bridge Road, to include provision of all necessary labor, equipment, and materials, for compensation in an amount not to exceed Six Hundred Ten Thousand Eight Hundred Sixty Eight Dollars and Zero cents (\$610,868.00), as set

forth in Exhibit A, attached hereto and incorporated herein; and, the City Manager is authorized to execute any documents necessary for the work to be performed.

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 4th day of November, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Christ Metcalf, Asst. City Attorney

ASPHALT WORK ORDER NO # 2024-006

City of Seagoville

Anderson Asphalt & Concrete Paving, LLC

Date: October 29, 2024

Description of work: Work is for East Malloy Bridge from Cypress to the bridge (OVERLAY IS FROM CYPRESS TO BRIDGE)

Street:	W. Malloy Bridge Level up and Overlay	SF	217,500		
Scope:	Level up using 608 tons and 2" Type D Overlay from Cypress to Bridge .				
Item	Description	Unit	Quantity	Unit Price	Total Price
1	TRAFFIC CONTROL	LS	1	\$ 21,000.00	\$ 21,000.00
2	LEVEL UP 2"	TN	608	\$ 171.00	\$ 103,968.00
3	1.5" TY-D HMAC OVERLAY	SF	217,500	\$ 2.28	\$ 495,900.00
4	DEDUCT for closing the road	LS	1	\$ (10,000.00)	\$ (10,000.00)
	Traffic Control includes:				
	(3) Flaggers during the paving operation, (2) Message Boards				
	All necesasary Traffic Control Devices, and TCP				
	If we can close the road to thru traffic and detour DEDUCT				
	\$10,000.00				
	NO WARRANTY FOR LEVEL-UP AND OVERLAY PROJECTS				
Sub-Total	W. Malloy Bridge Level up and Overlay				\$ 610,868.00
	Overall Total				\$ 610,868.00
	Total Amount of Work Order				\$ 610,868.00

*All items include traffic control, and mobilization. Quantities are based on estimated measurements. Payment will be based on final field verification.

Start Date: 11/05/2024 Completion Date: 11/15/2024

Special Requirements: Completion Date is based on weather and asphalt plant availability

Message Boards will be set in place 10/29/2024

Performance Bond No.: _____ Payment Bond No.: _____

Before Photos Taken: _____ Yes _____ No

After Photos Taken: _____ Yes _____ No

Before Video Taken: _____ Yes _____ No

Approved by City of Seagoville:

Approved by Contractor:

Signature

Cory Henneberg

Signature

Print Name

Cory Henneberg

Print Name

Date

10/29/2024

Date



TO: Mayor and City Council
FROM: Sara Egan, City Secretary
DATE: November 4, 2024
ITEM: 18
DESCRIPTION: Discuss and consider a Resolution casting its one (1) vote for a member of Board of Directors of the Kaufman Central Appraisal District.

INTRODUCTION

The purpose of this item is to cast a vote by Resolution.

BACKGROUND

City of Seagoville is entitled to cast a vote to a single nominee listed on the ballot.

All completed ballots must be submitted before December 15, 2024, to KCAD's office.

RECOMMENDATION

N/A

ATTACHMENTS

1. Resolution
2. Ballot
3. Memo

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, CASTING ITS VOTE FOR A MEMBER OF THE BOARD OF DIRECTORS OF THE KAUFMAN CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Chief Appraiser has provided the participating taxing units eligible to vote for nominees for the Appraisal District Board of Directors in accordance with the Texas Property Tax Code;

WHEREAS, the current process for the selection of Board of Directors of the Kaufman Central Appraisal District entitles the City of Seagoville, Texas, to cast one (1) vote.

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

SECTION 1. That the City of Seagoville, Texas, does hereby cast its one (1) vote in accordance with the attached ballot, for a member of the Board of Directors of the Kaufman Central Appraisal District.

SECTION 2. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Seagoville, Texas on this the 4th day of November 2024.

CITY OF SEAGOVILLE, TEXAS

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

Kaufman Central Appraisal District Official Ballot

Nominees	Votes
Bynum, Bruce	
Dobbs, Robert	
Griffin, Don	
Holden, Adam	
Hutson, Cecil	
Kirbie, Danny	
MacLaren, Delia	
Rogers, Scott	
Wood, Bruce	
Zaby, John	

Entity Name _____ Date _____

1. Place the number of votes you wish to cast for a candidate in the block beside that name.
2. Attach this ballot to the adopted resolution and return to this office before **December 15, 2024**.



Kaufman Central Appraisal District

3950 S Houston, P.O. Box 819

Kaufman, TX 75142

(972) 932-6081

www.kaufman-cad.org

September 5, 2024

To: All Taxing Entities

Re: Selection of Board of Directors for Kaufman Central Appraisal District

It is time to select the Board of Directors for the District. The Directors will serve terms as indicated in the attached election cycles timeline beginning January 1, 2025. You may nominate one person for each of the five (5) positions. Enclosed are the qualifications for candidates and your number of votes.

The following is the selection schedule. **The dates are deadlines.**

By:

September 30 – Chief Appraiser calculates and notifies each taxing entity of the number of votes it may cast.

October 15 – Each taxing entity may nominate one candidate for each position. Therefore, each entity may nominate from one to five candidates. The presiding officer of the taxing unit submits **the names and addresses** of the nominees by **written resolution** to the Chief Appraiser.

October 31 – Chief Appraiser prepares and delivers ballots to each taxing entity.

December 15 – Taxing entity casts votes and submits them, **by resolution**, to the Chief Appraiser.

December 31 – Chief Appraiser counts votes and notifies all taxing entities and candidates of the outcome.

Sincerely,

KAUFMAN CENTRAL APPRAISAL DISTRICT

A handwritten signature in black ink that reads "Sarah Curtis". The signature is written in a cursive, flowing style.

Sarah Curtis
Chief Appraiser

Enclosures (4)

DIRECTOR QUALIFICATIONS

To be eligible to serve on a board of directors, an individual must be a resident of the CAD and must have resided in the CAD for at least two years immediately preceding the date of taking office. This residency requirement does not apply to a county TAC serving as a voting director. An employee of a taxing unit that participates in the CAD is not eligible to serve on the board of directors, unless that individual also is a member of the governing body of the taxing unit or an elected official of a taxing unit. Membership on the governing body of a taxing unit does not make an otherwise eligible individual ineligible to serve on the board of directors.

Owing delinquent property taxes disqualifies a person from serving on the CAD board of directors. The person is ineligible if he or she owns property on which delinquent property taxes have been owed for more than 60 days after the date the person knew or should have known of the delinquency. This disqualification does not apply if the person is paying the delinquent taxes and any penalties and interest under an installment payment agreement or has deferred or abated a suit to collect the delinquent taxes.

A person who has appraised property for compensation for use in proceedings or represented property owners for compensation in proceedings in the CAD at any time within the preceding five years is ineligible to serve on the board of directors

A person is ineligible to serve on the board of directors if the individual is related within the second degree of consanguinity (blood) or affinity (marriage) to the following:

- an appraiser who appraises property for use in a proceeding under the Tax Code; or
- a person who represents property owners for compensation in proceedings under the Tax Code in the CAD.

A director who continues to hold office knowing he or she is related in this manner to the above named persons commits a Class B misdemeanor offense.

An individual is not eligible to be appointed to or to serve on the board of directors if an individual has a substantial interest in a business entity that is party to a contract or the individual is a party to a contract with the CAD. This prohibition also applies to contracts with a taxing unit that participates in the CAD if the contract relates to the performance of an activity governed by the Tax Code. A CAD may not enter into a contract with a board member or with a business entity in which a board member has a substantial interest. A taxing unit may not enter into a contract relating to the performance of an activity governed by the Tax Code with a board member in which the taxing unit participates or with a business entity in which a board member has a substantial interest.

An individual has substantial interest in a business entity if:

- the combined ownership of the director and the director's spouse is at least 10 percent of the voting stock or shares of the business entity; or
- the director or director's spouse is a partner, limited partner or officer of the business entity.

The Chief Appraiser has neither the authority nor the duty of investigating or judging the qualifications of the nominees.

Current Directors are:

Robert Dobbs, Chairman

Bruce Bynum, Vice Chairman

John Zaby, Secretary

Teresa Floyd, Tax A/C

Don Griffin

Karen Jones

Robby Simons

Bruce Wood

Charles Carpenter, Elected Place 1

Morgan Rose, Elected Place 2

Mike Slye, Elected Place 3

December 2023

Taxing units appoint members as usual but will only serve a 1-year term

January 1, 2024

Entity appointed members take office for a 1-year term

May 2024

General election to elect 3 board members by the public bringing board to an 11-member board including TAC as an ex officio voting member

July 1, 2024

3 members that were elected in May take office for a 2.5-year term to expire 12/31/2026

December 2024

Taxing units elect 5 members.

January 1, 2025

5 entity elected members take office. 2 members to serve a 1-year term and 3 members to serve a 3-year term, determined by drawing lots at first meeting

December 2025

Taxing units elect 2 members to a 4-year term

January 1, 2026

2 entity elected members take office

November 2026

General election to elect all 3 elected positions

January 1, 2027

3 elected members take office. At the January board meeting, the three elected members will draw lots to determine 1 member to serve a 2-year term to expire 12/31/2028 and 2 members to serve a 4-year term to expire 12/31/2030.

December 2027

Taxing units elect 3 members to serve a 4-year term

January 1, 2028

3 entity appointed members take office.

ELECTION CYCLES

Public Elected Members

May 2024	3 members
November 2026	3 members (at first meeting they will draw lots to determine 1 member to serve a 2-year term and 2 members to serve a 4-year term)
November 2028	1 member
November 2030	2 members
November 2032	1 member
November 2034	2 members
November 2036	1 member
November 2038	2 members

Entity Elected Members

December 2023	Business as usual
December 2024	5 members (2 members to a 1-year term and 3 members to a 3-year term)
December 2025	2 members
December 2027	3 members
December 2029	2 members
December 2031	3 members
December 2033	2 members
December 2035	3 members
December 2037	2 members

Here is the voting entitlement for each jurisdiction for 2025.

Entity	Votes
KAUFMAN COUNTY	1247
CRANDALL ISD	363
FORNEY ISD	1559
KAUFMAN ISD	219
MABANK ISD	87
KEMP ISD	88
QUINLAN ISD	5
ROCKWALL ISD	61
SCURRY ROSSER ISD	56
TERRELL ISD	434
WILLS POINT ISD	34
CITY OF COTTONWOOD	1
CITY OF MESQUITE	20
CITY OF TALTY	10
CITY OF POETRY	0
CITY OF CRANDALL	39
CITY OF FORNEY	244
CITY OF SEAGOVILLE	1
CITY OF HEATH	4
CITY OF KAUFMAN	77
CITY OF MABANK	34
CITY OF OAK RIDGE	2
CITY OF OAK GROVE	0
CITY OF COMBINE	9
CITY OF KEMP	8
CITY OF POST OAK BEND	0
CITY OF TERRELL	239
TRINITY VALLEY CC	157



TO: Mayor and City Council
FROM: Sara Egan, City Secretary
DATE: November 4, 2024
ITEM: 19
DESCRIPTION: Discuss and consider a Resolution casting up to five (5) votes for a member(s) of Board of Directors of the Dallas Central Appraisal District.

INTRODUCTION

The purpose of this item is to cast a vote by Resolution.

BACKGROUND

City of Seagoville is entitled to cast its five (5) votes to a single nominee or distribute the votes to any of the nominees listed on the ballot.

All completed ballots must be submitted before December 15, 2024, to DCAD's office.

RECOMMENDATION

N/A

ATTACHMENTS

1. Resolution
2. Ballot
3. Memo

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, CASTING ITS VOTE FOR A MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Chief Appraiser has provided the participating taxing units eligible to vote for nominees for the Appraisal District Board of Directors in accordance with the Texas Property Tax Code;

WHEREAS, the current process for the selection of Board of Directors of the Dallas Central Appraisal District entitles the City of Seagoville, Texas, to cast five (5) votes to one or multiple nominees.

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

SECTION 1. That the City of Seagoville, Texas, does hereby cast its five (5) votes in accordance with the attached ballot, for a member of the Board of Directors of the Dallas Central Appraisal District.

SECTION 2. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Seagoville, Texas on this the 4th day of November 2024.

CITY OF SEAGOVILLE, TEXAS

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

Dallas Central Appraisal District Official Ballot
Election of Members to the Board of Directors

Below are the candidates for appointment to the five (5) voting positions on the Board, listed alphabetically. Please indicate your taxing unit’s vote(s) by entering the number of votes to the right of the candidate(s) of choice.

<u>Nominees</u>	<u>Votes</u>
Kevin Carbo, Sr.	
Brett Franks	
Clyde C. Hairston	
Beth Nunneley Mazziotta	
Pauline Medrano	
Dan Micciche	
Carma R. Morgan	
Elishima Myles	
Debra North	
Demarcus Odom	
Larry Offutt	
William David Palmer	
Cassandra Phillips	
Yemi Salau	
Camile White	

Submit this official ballot before December 15, 2024, to Chief Appraiser, Shane Docherty, via email DcadElections@dcad.org and mail a hardcopy to Shane Docherty, Executive Director/Chief Appraiser, 2949 N. Stemmons Fwy., Dallas, Texas 75247.

Attach this ballot to the resolution passed by your taxing unit authorizing the taxing unit vote.



**Dallas Central
Appraisal District**

Date: October 29, 2024

To: Lackey S. Sebastian, Mayor, City of Seagoville | mayor@seagoville.us
Sent Via Email

From: Shane Docherty, Executive Director/Chief Appraiser

Re: Election Ballot for Dallas Central Appraisal District Board of Directors
Number of Votes Allocated To: Seagoville is 5

I have received all timely submitted nominating resolutions to elect members to the Dallas Central Appraisal District Board of Directors. I have prepared the attached sample Resolution and Ballot listing the candidate names in alphabetical surname order as required by Texas Property Tax Code Section 6.03(j). The District originally received 16 nominations, however, one nominee withdrew their name; therefore, there are 15 nominees on the official ballot.

The governing body of each taxing unit entitled to vote must cast its votes in an open meeting by resolution and submit the resolution ballot to the Dallas CAD Chief Appraiser **BEFORE** December 15, 2024 (except taxing units with 250 or more votes). In addition to your taxing unit's votes being provided in the Subject line of this memo, I have included an attachment showing the number of votes for each county, city, school district and college district that is entitled to vote.

The governing body of each taxing unit entitled to cast at least five percent of the total votes (taxing units with 250 votes or greater) must determine its vote by resolution adopted at the FIRST or SECOND open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the THIRD day following the date the resolution is adopted.

Please submit the resolution ballot both by email (DcadElections@dcad.org) as well as hardcopy via mail, courier or hand delivery. Taxing units may cast its votes for one candidate or distribute their votes among any number of the candidates listed on the attached official ballot (Page 4).

The Chief Appraiser will count the votes and declare the five candidates who received the largest cumulative votes as elected and submit the results before December 31, 2024, to each of the taxing units and to the candidates.

In addition to the sample resolution and ballot and taxing unit voting entitlement list are the biographies/resumes provided by the candidates and taxing units.

The remaining steps in the appointment process and calendar as prescribed by Texas Property Tax Code Section 6.03 is summarized below:

Before December 15 (since December 15 is a Sunday this due date is the next day that is not Saturday, Sunday or a holiday): In accordance with Texas Property Tax Code Section 6.03 (k) each taxing unit that is entitled to vote shall determine its vote by resolution and submit the same to the Chief Appraiser.

Before December 31: In accordance with Texas Property Tax Code Section 6.03 (k) the Chief Appraiser will count the votes, declare the five candidates who received the largest cumulative vote totals elected, and submit the results to each taxing unit in the District and to the candidates.

On January 1 the five appointed members take office and begin their term.

If you have any questions about this process, please contact Deputy Chief Appraiser, Cheryl Jordan, via email at DcadElections@dcad.org or her direct line, 214-819-2312, or the District's main number, 214-631-0520.

Enclosures/Attachments: Sample Resolution Ballot; Voting Entitlement List; Candidate Biographies/Resumes

RESOLUTION NO. 2024-_____

A RESOLUTION OF **{insert governing body e.g., city council, school board, commissioners court}** OF THE **{insert name of jurisdiction}**, CASTING ITS VOTE FOR A MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Chief Appraiser has provided the participating taxing units eligible to vote the nominees for the Appraisal District Board of Directors in accordance with the Texas Property Tax Code;

NOW, THEREFORE, BE IT RESOLVED BY THE **{insert governing body e.g., city council, school board, commissioners court}**:

Section 1. That the **{insert governing body e.g., city council, school board, commissioners court}** of **{insert name of the jurisdiction}** does hereby cast its votes in accordance with the attached ballot, for a member of the Board of Directors of the Dallas Central Appraisal District.

Section 2. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the **{insert the name of the governing body}** of the **{insert the name of the jurisdiction}**, on this the ___ day of December 2024.

PASSED, APPROVED AND ADOPTED this ___ day of _____ 2024.

Insert NAME OF JURISDICTION

MAYOR/PRESIDENT/COUNTY JUDGE

ATTEST:

Dallas Central Appraisal District Official Ballot
Election of Members to the Board of Directors

Below are the candidates for appointment to the five (5) voting positions on the Board, listed alphabetically. Please indicate your taxing unit’s vote(s) by entering the number of votes to the right of the candidate(s) of choice.

<u>Nominees</u>	<u>Votes</u>
Kevin Carbo, Sr.	
Brett Franks	
Clyde C. Hairston	
Beth Nunneley Mazziotta	
Pauline Medrano	
Dan Micciche	
Carma R. Morgan	
Elishima Myles	
Debra North	
Demarcus Odom	
Larry Offutt	
William David Palmer	
Cassandra Phillips	
Yemi Salau	
Camile White	

Submit this official ballot before December 15, 2024, to Chief Appraiser, Shane Docherty, via email DcadElections@dcad.org and mail a hardcopy to Shane Docherty, Executive Director/Chief Appraiser, 2949 N. Stemmons Fwy., Dallas, Texas 75247.

Attach this ballot to the resolution passed by your taxing unit authorizing the taxing unit vote.

Dallas Central Appraisal District 2024 Calculation of Taxing Unit Votes for Board of Directors Per Texas Property Tax Code Section 6.03(d)

SUPPLEMENTAL #09-2023 EVR DATED 09/13/2023 FOR TAX YEAR 2023 FOR ALL ENTITIES

ENTITY	2023 Taxable Value As of 09-2023 Supplemental	2023 Tax Rate	2023 Estimated Taxes Imposed	Taxing Unit Percentage of Total Taxes Imposed	1,000 Multiplier	Round	Multiply by Number of Directors (5)	2024 Taxing Unit Voting Entitlement	Taxing Unit Percentage of Total Votes (Yellow Highlight ≥ 5%) TPTC 6.03(k-1)
COUNTYWIDE ENTITIES									
Dallas County	\$379,938,404,211	0.215718	\$819,595,527	10.68843%	106.88432	107	535	535	11%
Dallas College	390,920,370,020	0.110028	\$430,121,865	5.60926%	56.09265	56	280	280	6%
GRAND TOTAL OF COUNTYWIDE	\$770,858,774,231		\$1,249,717,392	16.29770%	162.97696	163	815	815	
CITIES									
Addison	\$6,166,137,691	0.609822	\$37,602,464	0.49038%	4.90378	5	25	25	1%
Balch Springs	1,875,435,619	0.794629	\$14,902,755	0.19435%	1.94348	2	10	10	0%
Carrollton	9,346,277,268	0.553750	\$51,755,010	0.67494%	6.74943	7	35	35	1%
Cedar Hill	5,855,397,117	0.646525	\$37,856,606	0.49369%	4.93692	5	25	25	1%
Cockrell Hill	209,369,894	0.772596	\$1,617,583	0.02110%	0.21095	0	0	0	0%
Combine	26,022,434	0.350000	\$91,079	0.00119%	0.01188	0	0	0	0%
Coppell	10,298,701,897	0.491818	\$50,650,870	0.66054%	6.60543	7	35	35	1%
Dallas	188,701,821,976	0.735700	\$1,388,279,304	18.10470%	181.04697	181	905	905	18%
DeSoto	7,189,656,103	0.685092	\$49,255,759	0.64235%	6.42350	6	30	30	1%
Duncanville	3,634,349,125	0.646034	\$23,479,131	0.30619%	3.06194	3	15	15	0%
Farmers Branch	9,407,424,339	0.569000	\$53,528,244	0.69807%	6.98067	7	35	35	1%
Ferris	27,391,876	0.494700	\$135,508	0.00177%	0.01767	0	0	0	0%
Garland	23,933,703,437	0.689746	\$165,081,762	2.15285%	21.52849	22	110	110	2%
Glenn Heights	914,831,427	0.564729	\$5,166,318	0.06737%	0.67375	1	5	5	0%
Grand Prairie	12,943,039,011	0.660000	\$85,424,057	1.11402%	11.14024	11	55	55	1%
Grapevine	395,708,326	0.250560	\$991,487	0.01293%	0.12930	0	0	0	0%
Highland Park	8,441,265,923	0.220530	\$18,615,524	0.24277%	2.42767	2	10	10	0%
Hutchins	1,242,023,438	0.630082	\$7,825,766	0.10206%	1.02057	1	5	5	0%
Irving	39,058,006,723	0.589100	\$230,090,718	3.00064%	30.00637	30	150	150	3%
Lancaster	5,374,997,280	0.639004	\$34,346,448	0.44792%	4.47916	4	20	20	0%
Lewisville	120,213,029	0.419079	\$503,788	0.00657%	0.06570	0	0	0	0%
Mesquite	13,534,098,469	0.690000	\$93,385,279	1.21785%	12.17847	12	60	60	1%
Ovilla	46,950,260	0.626213	\$294,009	0.00383%	0.03834	0	0	0	0%
Richardson	14,077,745,835	0.560950	\$78,969,115	1.02984%	10.29845	10	50	50	1%
Rowlett	7,278,645,314	0.710400	\$51,707,496	0.67432%	6.74323	7	35	35	1%
Sachse	2,570,038,721	0.650416	\$16,715,943	0.21799%	2.17994	2	10	10	0%
Seagoville	1,294,165,708	0.728004	\$9,421,578	0.12287%	1.22868	1	5	5	0%
Sunnyvale	1,883,883,190	0.453000	\$8,533,991	0.11129%	1.11293	1	5	5	0%
University Park	10,666,870,235	0.236226	\$25,197,921	0.32861%	3.28609	3	15	15	0%
Wilmer	1,774,995,820	0.439130	\$7,794,539	0.10165%	1.01649	1	5	5	0%
Wylie	204,246,408	0.538882	\$1,100,647	0.01435%	0.14354	0	0	0	0%
GRAND TOTAL OF CITIES	\$388,493,413,893		\$2,550,320,700	33.25900%	332.59002	333	1655	1655	
SCHOOL DISTRICTS									
Carrollton-FB ISD	\$25,342,800,795	0.983600	\$249,271,789	3.25078%	32.50780	33	165	165	3%
Cedar Hill ISD	5,386,737,208	1.132600	\$61,010,186	0.79564%	7.95640	8	40	40	1%
Coppell ISD	16,965,761,428	1.053500	\$178,734,297	2.33089%	23.30893	23	115	115	2%
Dallas ISD	177,911,793,431	1.013835	\$1,803,732,031	23.52266%	235.22660	235	1175	1175	24%
DeSoto ISD	4,721,801,802	1.072800	\$50,655,490	0.66060%	6.60604	7	35	35	1%
Duncanville ISD	6,575,027,245	1.082800	\$71,194,395	0.92845%	9.28454	9	45	45	1%
Ferris ISD	48,594,774	1.143100	\$555,487	0.00724%	0.07244	0	0	0	0%
Garland ISD	29,273,671,591	1.053200	\$308,310,309	4.02071%	40.20707	40	200	200	4%
Grand Prairie ISD	12,437,698,152	1.095050	\$136,199,014	1.77619%	17.76186	18	90	90	2%
Grapevine-Colleyville ISD	436,706,741	0.924700	\$4,038,227	0.05266%	0.52663	1	5	5	0%
Highland Park ISD	21,078,412,024	0.892700	\$188,166,984	2.45391%	24.53906	25	125	125	3%
Irving ISD	20,526,676,400	1.028100	\$211,034,760	2.75213%	27.52127	28	140	140	3%
Lancaster ISD	4,950,056,032	1.226700	\$60,722,337	0.79189%	7.91886	8	40	40	1%
Mesquite ISD	13,175,640,868	1.099200	\$144,826,644	1.88870%	18.88700	19	95	95	2%
Richardson ISD	32,914,760,066	1.143100	\$376,248,622	4.90670%	49.06698	49	245	245	5%
Sunnyvale ISD	1,961,222,245	1.189200	\$23,322,855	0.30416%	3.04156	3	15	15	0%
GRAND TOTAL OF ISD'S	\$373,707,360,802		\$3,868,023,427	50.44330%	504.43302	504	2530	2530	
GRAND TOTAL			\$7,668,061,518	100.00000%	1,000.00000	1000	5000	5000	100%

Per TPTC 6.03 (k-1) TU with 5% or greater:
 6.03(k-1) This subsection applies only to an appraisal district established in a county with a population of 120,000 or more. The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted.

Kevin Carbo

Biography

Born in Brooklyn, New York. and moved to Puerto Rico when he was 4 years old and arrived at Tampa in 1980 and Texas in 1984. Carbo has lived in Texas for most of his life and Mesquite is home.

Carbo earned a bachelor's degree in finance from Dallas Baptist University and an MBA from the University of Dallas. He retired from the City of Dallas where he managed contracts, procurement and budgets for the Airfield Management Department at Dallas Love Field. His resume includes banking for Chase Bank in the back office performing operations and as a Personal Banker in the Mesquite Branch. Managed check processing for Allstate Insurance and oversaw compliance operations in their two operations centers in Irving, TX and Wheeling, IL. Served as chair of the Dallas Clearinghouse District which oversees the mailing operations relationship between its members in the Dallas Metroplex and USPS.

His vast involvement with leadership began in the late 1980s as a PTA parent where he served as President at all levels (Elementary, Middle School and High School) and ultimately served as first vice-president of the Mesquite Council of PTA's. I have been blessed to participate and lead several programs and associations. For example: I am a 1998 graduate of Texas Association of School Boards leadership program (LTASB), served as President of the North Texas Association of School Boards (NTAASB). Chaired the TASB Risk Management Fund Board which, at the time, was the fifth largest fund board in the USA and managed and managed insurance and bond business for their membership. Currently he sits as a Director of the TASB Board of Directors (BOD). Chaired the National Hispanic Caucus (a Council of NSBA) and sat as a Director on the National School Board Association (NSBA) BOD. He is President of a local Buzzard Clubs of America (BCOA) league chapter. Served as Chairman of Circle Ten Tomahawk District. Coached youth baseball and soccer leagues. Served my Church as a youth leader. Has been a keynote speaker at Jr. ROTC banquets and keynote speaker for Concilio, which is an association that helps school kids, and their parents better understand the rigors of school life and what awaits after graduation.

He and his wife, Jossie, have two children that were educated through the Mesquite ISD system, and they enjoy six grandchildren. He is active in the community by attending and presenting information in forums, town hall meetings and local club meetings. His passion has always been to help others do better. He says: "I love the job I am doing for Texas Public Education, and I firmly believe that the work we do is of the utmost importance to the future of our State and Country".

Thank you for the privilege of your time.

Brett Franks

Mayor Pro Tem

City Council Place 1

City of Sachse

Councilmember Brett Franks and his family moved to the City of Sachse in 2000. In June 2012 he was elected to serve as Place One of the City Council. Since that time Councilmember Franks has been elected by his Council peers to serve as Mayor Pro Tem in 2015, 2020, 2022, 2023, and 2024. Brett has served as the Council Liaison to the Parks and Recreation Board since 2012 and held a position on the Board for two years prior to being elected to City Council. He was a voting member of the Municipal Development District Board from its creation in 2018 until 2021 when he became the Council Liaison to the Board. He also serves as a voting member on each of the three Tax Increment Financing Reinvestment Zone Boards. He is a former member of the Sachse Baseball Association and Campus Improvement Team at Hudson Middle School.

Mr. Franks is an Orthopedic Physicians Assistant with the Sports Medicine Clinic of North Texas. As a proud graduate of the United States Military Academy West Point and Army veteran, Mr. Franks also volunteers his time every year to organize the Annual Memorial Day Event in Sachse.

Councilmember Franks is interested in representing the suburban cities of DCAD because of the increasing concerns by residents regarding appraisals. He relishes the chance to provide a voice for area property owners and help develop collaborative solutions. The consistent escalation of property values in Dallas County, has caused great concern for many residents and business owners. He sees an opportunity to increase education and communication from the District and improve transparency related to the appraisal process. He believes that providing this information and giving better explanation to citizens regarding the appeal process would improve how DCAD serves the citizens in the District. Committing to regular communication with those he serves is a priority for Councilmember Franks.



CLYDE C. HAIRSTON

MAYOR, CITY OF LANCASTER

EDUCATION

DOCTORATE OF RELIGIOUS PHILOSOPHY (PH.D)/ TABERNALE BIBLE COLLEGE/TAMPA FL

MASTERS OF DIVINITY/ TABERNALE BIBLE COLLEGE/TAMPA, FL

BACHELORS OF ARTS IN BIBLICAL STUDIES AND THEOLOGY/ MINNESOTA GRADUATE SCHOOL OF THEOLOGY/ BROOKLYN CENTER, MN

CERTIFICATE OF DIPLOMA IN BIBLICAL STUDIES AND THEOLOGY/ DAYSPRINGS BIBLE COLLEGE INSTITUTE AND SEMINARY/ TAMPA, FL

CONTACT

**CITY OF LANCASTER
211 N HENRY STREET
LANCASTER, TX 75146
PH: 469-970-4432
CHAIRSTON@LANCASTER-TX.COM**



CAREER HIGHLIGHTS

Mayor Clyde C. Hairston has been a positive community leader in the City of Lancaster for over thirty-three (33) years. Mayor Hairston’s passion for serving began with him being an appointed member of the Human Relations Commission, a citizen’s forum, to bring racial harmony to the City. Before serving on the Lancaster City Council, Mayor Hairston became the first Official Chaplin by city council resolution. As time progressed, Mayor Hairston was elected as Lancaster City Councilmember for District 5 for eleven (11) years. He then went on to serve as the first Deputy Mayor Pro Tempore for three (3) terms before becoming the Mayor in 2018. Currently, he is in his third term as Mayor of the City of Lancaster. He earned the 2017 (CMO) Certified Municipal Official certification, through the Texas Municipal League Institute (TMLI), which included Open Government Training, Open Meeting Act, and Public Information Act. In February 2021, Mayor Hairston received the following Texas Municipal League Institute certifications: Certified Municipal Official, Certificate of Recognition, and Certificate of Outstanding Accomplishment.

Mayor Hairston has a proven participatory record in leadership within the City of Lancaster and the Lancaster Independent School District (L.I.S.D.). He served on the Lancaster Outreach Center Board of Directors, Senior Chaplain for the Dallas County Constable Precinct One (2007-2010), and as President of the Lancaster Interdenominational Ministerial Alliance (LIMA) for four (4) years; he currently serves as Treasurer of LIMA. Mayor is also serving as President on the North Central Texas Housing and Finance Corporation (NCTHFC) board and is a member of the Metroplex Mayors Association.

His community involvement and engagement with residents went further than his role as an elected leader. As a council representative, he served on the Library Board, the Parks and Recreation (4B) Board, the Airport Board, the Museum Board, and the Civic Service Commission. He was responsible for Meadowcreek Community Park being built for our youth and families. Mayor Hairston takes pride in giving back and investing in the City of Lancaster. He continued to be active throughout the community by serving as a partner for eight years, 2010-2018, with the Lancaster Independent School District (L.I.S.D.)

In addition, Mayor Hairston’s community involvement includes presenting for My Brother’s Keeper Summit for young men and volunteering as a community leader greeter for Back to School Red Carpet Day in the City of Lancaster. Mayor Hairston has been a beacon for his community and strongly believes it takes all of us as a community to come together and make our city better.

"It's not about me, it's about we"

-Mayor Clyde C. Hairston

Beth Nunneley Mazziotta
Nunneley Real Estate
bmazz@swbell.net
214-662-7114

Background

City of Dallas and Dallas County Resident for 43 years

Dallas Area Real Estate Agent/Broker for 23 years

Meals on Wheels Volunteer for 27 years

Current DCAD Board of Director (appointed by City of Dallas)

Education/Schools Attended

Nocona High School

SMU Cox School of Business (studied Negotiation Expert)

Oxford University, England

Texas Women University (studied TV/Radio/Marketing)

If elected DCAD Board of Director, I will continue to:

- Support all Dallas County Taxing Jurisdictions and the Property Owners of Dallas County
- Ensure DCAD establishes accurate and fair property valuations annually
- Ensure the most qualified Appraisal Review Board (ARB) members are appointed to serve
- Ensure DCAD sets the standard for all Appraisal Districts in Texas

DAN MICCICHE
DALLAS ISD TRUSTEE
DISTRICT 3

Dan Micciche is partner emeritus at the law firm of Akin, Gump, Strauss, Hauer & Feld. He has lived in Dallas since 1981, and has been a resident of Dallas ISD District 3 for over 25 years. He was first elected to the Dallas ISD Board of Trustees in 2012. He served as President of the Dallas ISD Board Trustees from 2016 to 2018 and has also served multiple terms as 1st Vice President and Secretary. Dan is a frequent speaker at school board events, neighborhood and community meetings.

Dan started and chaired his firm's School Partnership Program with James W. Fannin Elementary School in Dallas from 2005 to 2012. The program won the State Board of Education's gold level award for community partnerships in 2011.

Dan has received a number of recognitions for his work in public education, including the "No Kid Hungry" Award from Share Our Strength; "The Closing the Gap" Award from Leadership ISD; the "Voice of Children Award" from Children at Risk; as well as awards from the Texas State Teachers Association and the Ferguson Road Initiative in appreciation of his service to Dallas ISD.

Dan also serves as a director of the Texas Association of School Boards.

Dan received his B.A. with highest honors from Stony Brook University, where he was a member of Phi Beta Kappa. He received his J.D. from the University of Chicago Law School. He also received a **master's degree in education policy and analysis** from the Harvard Graduate School of Education.

Dan has been recognized by clients and peers in *The Best Lawyers in America* for 16 consecutive years; in ***Chambers USA: America's Leading Lawyers for Business*** for 20 consecutive years; in *Texas Super Lawyers* for 17 consecutive years; and as one of the best lawyers in Dallas by *D Magazine* for 11 consecutive years.

Dan has been active in the Dallas and Texas bar associations and has served in the following roles:

Chair, Dallas Bar Association Tax Section. 2001

Chair, State and Local Tax Committee, Tax Section, State Bar of Texas, 2002-2004

Chair, Tax Section, State Bar of Texas, 2008-2009

He was also named Lawyer of the Year 2020 (DFW Tax) by Best Lawyers in America.

Dan's civic and charitable activities include serving on the Board of Directors of the American Red Cross Dallas, the Greater East Dallas Chamber of Commerce, and Workforce Solutions Greater Dallas. He also served on the Mayor's Task Force on Ethics Reform, which drafted and recommended a sweeping ethics reform proposal that was adopted unanimously by the Dallas City Council.

Dan was also the former vice chair of Texas C-BAR (Community Building through Attorney Resources), a pro bono organization. In addition, he previously served on the School Finance Task Force of the Greater Dallas Chamber; the Board of Directors of the **State Bar of Texas; and Comptroller's Tax Advisory Group** under three different Comptrollers.

Dan is a 1999 graduate of the Greater Dallas Chambers Leadership Dallas Program and a 1998 graduate of the Leadership Arts Program of the Dallas Business Committee for the Arts.

Dan served on his firm's associate and counsel compensation committees for over ten years and also coordinated the associate and counsel evaluation process for many years. He also served as the hiring partner for the firm's Dallas office for many years. He was the recipient of the firm's first Partner Recognition Award for his mentoring of counsel and associates and the firm's Pro Bono Partner of the Year Award. He was the 11th lawyer inducted into Akin

Gump's "Pro Bono and Public Service Hall of Fame" based on his contributions to pro bono and community service throughout his legal career.

Mrs. Carma Morgan



Phone: 972-291-1581

Email: carma.morgan@chisd.net

M.Ed in Educational Leadership Texas
Woman's University

Bachelors in Sociology from Cameron
University

Board Trustee

Place: 2

Trustee Since: 2022

Term Expiration: 2025

Bio: Cedar Hill ISD Trustee Carma Morgan has worked as an educator since 1997. She began as a Social Studies and Mathematics Teacher in Dallas ISD and became an administrator in Lancaster ISD. Morgan is currently an Instructional Coordinator in DeSoto ISD.

Morgan earned a Master's Degree in Educational Leadership from Texas Woman's University in Denton and a Bachelor's Degree in Sociology with a minor in Mathematics from Cameron University in her hometown of Lawton, Oklahoma.

Morgan served honorably in the United States Air Force as a Dental Assistant for four years. She was stationed in North Dakota, Korea and Texas.

Morgan has lived in Cedar Hill since 2007 and is the proud parent of five daughters – two of whom graduated from Cedar Hill ISD and three of whom are current CHISD scholars.

Elishima Myles, MBA

My name is Elishima Myles, I currently serve as the Mayor Pro Tem for the city of Balch Springs. I have the privilege of working for Dallas College at the Lancaster Campus as Project Coordinator Relationship Management and Instructor, delivering quality adult career training programs to a diverse population for over ten years in post-secondary education. I earned my Bachelor of Science in Business Administration from the University of Louisiana at Lafayette (formerly the University of Southwestern Louisiana), I hold a Master of Business Administration with a concentration in Finance from Texas A&M University-Commerce and an Associate of Applied Science in Accounting.

I have pursued various continuing education opportunities to enhance my skills and knowledge. I completed a Human Resources Associate program in Human Resources Management at Dallas College. Additionally, I attended the Advocacy Essentials for Leaders course at the University of Notre Dame's Mendoza College of Business in New Orleans, LA. I also earned a Project Management Certificate from North Lake College in Irving, TX. These experiences have equipped me with valuable insights and tools to better serve my community and advance in my career.

Before transitioning to higher education, I spent 14 years at JP Morgan Chase Bank, where I served as a Financial Operations Manager for a decade in the Investment Banking Asset Services and Broker Dealer Services Operations. I managed and coordinated efforts across teams while maintaining a high standard of production, and the security of assets and funds. Throughout my tenure, I collaborated with various business partners to identify gaps, improve processes, and enhance operational efficiency.

I currently serve as a Board of Director for Leadership Southwest. An organization designed to develop tomorrow's leaders and community volunteers by making a significant contribution to the future of the Southwest Dallas County. My desire lies in educating others to make a difference in their communities, and in the importance of financial literacy and debt management. As I continue to serve Dallas County through teaching, and community outreach and engagement, I have been an active volunteer and community activist in my own community of Balch Springs for over 15 years.

My passion for serving my community continues to motivate my civic involvement, which began in 2006 when I was appointed to the Balch Springs Planning and Zoning Commission. I served on the board for 10 years, including 8 years as Chair. That same year, I also joined the Balch Springs Citizen Police Academy, where I dedicated two years to understanding and helping our local law enforcement. In 2008, I was appointed as an Advisor to the Balch Springs Parks and Recreation Advisory Board, and I had the honor of serving as Chair for 6 of my 8 years on the board.

In 2015, I was honored to receive the Balch Springs Citizen of the Year award, a recognition that truly reflects my commitment to my community. Then, in 2017, I was further acknowledged by the Balch Springs City Council with a plaque celebrating my dedication and loyalty to the city. These awards motivate me to continue serving and making a positive impact in the city of Balch Springs and in Dallas County.

Debrah S North
DebrahNorth20@gmail.com

Summary of Qualifications

A native of Dallas, Texas, Debrah North is an accomplished professional with extensive experience in financial services, insurance, asset management, and IT account management. A proven leader in both corporate and nonprofit sectors, she has held key positions that emphasize community engagement, strategic growth, and operational excellence. Her service record includes significant leadership roles in local and regional organizations, with a deep commitment to diverse partnerships and strategic initiatives across North Texas. She is actively involved in civic responsibilities, including service on the City of DeSoto Zoning Board of Adjustments and Building and Standards.

Key Professional and Community Leadership Roles

- Financial Advisor trainee, Edward Jones: Specializing in financial services for clients impacted by breast cancer, focusing on wealth management, asset growth, and personalized financial planning.
- IT Account Manager: Successfully managed corporate accounts, ensuring client satisfaction and the delivery of tailored technology solutions.
- City of DeSoto Zoning Board of Adjustments and Building and Standards: Actively contribute to city planning and zoning decisions, ensuring compliance with building standards.
- North Texas Commission Member: Support regional initiatives for economic development and community engagement.
- Past President, DeSoto Rotary Club: Led local community service programs, focusing on youth leadership, public service, membership, and scholarships.
- Assistant Governor and Inclusion Chair, Rotary District 5810: Drove district-wide growth and developed diverse inclusion and membership initiatives.
- Executive Board Member & VP of Development, Cedar Hill ISD Education Foundation: Managed fundraising efforts and strengthened community partnerships to support educational programs to support scholars, teachers, and staff. Since its inception, CHEF has provided more than \$1 million in funding to support Cedar Hill ISD initiatives!
- Leadership North Texas Alumni: Engaged in regional leadership development and stewardship fostering strategic partnerships from regions that have successfully addressed regional issues and challenges relevant to the region; and participate in the development of appropriate strategies for North Texas.
- Past Board Member and Alumni, Leadership Southwest: Contributed to leadership training and regional community development programs.

Skills and Expertise

Financial and Wealth Management • Client Relations and Portfolio Strategy • IT Account Management • Community Leadership and Engagement • Diverse Inclusion Advocacy • Civic and Municipal Service • Fundraising and Development



Councilman Demarcus Odom

Councilman Demarcus Odom is a versatile and accomplished councilman for the City of Hutchins, Texas. A professional, that constantly demonstrates leadership and experience while driving city and regional growth, for the southern section of Dallas. Councilman Odom strategic mindset, creative flair, and dedication have consistently delivered outstanding results for a wide range of projects and new development.

Councilman Odom holds a BS degree from Florida State University and applies his education and knowledge to stay up to date on industry trends, that translate into a more robust city, while keeping content creation, and constant community engagement. Councilman Odom attributes his success and accomplishments from his discipline in the US Navy. As a Navy crewman, Councilman Odom was taught to “Put the people first”. That ability has led to increased brand visibility and multiple business opportunities for the City of Hutchins.

Councilman Odom political journey has seen him excel for the City of Hutchins and outside the city as well. Besides serving as an elected official, Councilman Odom further demonstrates his leadership skill while serving on the Economic Development Board and Parks and Recreation Board for the City of Hutchins. Outside the city, he is a proud graduate of Leadership Southwest and currently sits on their Board of Directors.

In summary, Councilman Odom is an innovative for energizing the city, community involvement and making major improvements to the southern section of Dallas. The creativity, and results-driven approach have consistently delivered impactful solutions for citizens in an ever-growing area. His track record of success, combined with his “Can do Attitude”

LARRY OFFUTT

Innovative and self-directed professional with a broad range of safety policy-training development, insurance, risk management and loss prevention experience, will bring talent and vision to an organization. A willing partner with all levels of the organization who, through strategic planning, improvement of processes, internal and external customer service, will sustain prevention and claims control programs to enhance cash flow and profits. Offers unique abilities for hospitably industry due to extensive day-to-day operating experience. Program Presenter and/or Expert Testimony: OSHA / Dept. of Labor / NIOSH / National Child Labor / Consumer Product Safety / NRA / NFA / Risk and Insurance Management Institute (RIMS) / Tri-National Safety & Security Council of North American Trade Agreement (NAFTA).

KEY STRENGTHS

Team Building/Leadership • Strategic/Project Planning • Restaurant Operations • Interpersonal/Technical Skills • Oral/Written Communications • Critical Thinking • Program-Focused • Creative Services • Customer Service • Organizational Skills • Networking • Adaptability • Risk Exposure Prevention • Emergency Preparedness

PROFESSIONAL EXPERIENCE

DIRECTOR, SAFETY & RISK MANAGEMENT, SAN ANTONIO, TX 2010-PRESENT

STEAK 'N' SHAKE (CURRENTLY AS A CONTRACTOR)

- In conjunction with the CEO & CFO determine appropriate levels of exposure and ability to retain and manage those 'self-insured' loss amounts.
- Establish a communication and trust level support relationship at all levels of Operations in order to directly impact profits, and protection of associates and guests.
- Initiate and 'sell' prevention programs and tools for Operations, Supply Chain, and R & D.
- Manage all third-party lawsuits, mediations and OSHA compliance issues for 500-plus locations.
- Review and recommend all insurance contracts/insurers including broker selection, services and fees.

KEY CHALLENGES/SOLUTIONS

- Complete the 'turn around' of Risk Management, Insurance and Claims Handling programs. Reduced average claim cost and reserves by absolute ownership of the process in directing the TPA / Insurer and Defense .
- Develop and manage team in all functions of insurance programs including procurement, certificates, and administration (\$1M deductible on WC & GL).
- Implement solutions for lag reporting of incidents resulting in improved reporting 96% with 24 hour 'notice' .
- Establish quarterly reviews of all claims with a value of \$5,000 or more along with lowering TPA's authority levels, demanding intense investigative integrity and immediate defense assignments.
- Revamp and implement Crisis Communications policies and procedures as well as being a 'first responder' for all issues associated with guest / employee / product incidents.
- Investigate and implement creative avenues for total cost of risk addressing premiums, retentions, reserves and claim expense resulting in increased cash flows for Operations.

VICE PRESIDENT, OPERATIONS SAFETY & RISK MANAGEMENT, DALLAS, TX 2005-2009

CORE SOLUTIONS, LLC / SNELLING STAFFING SERVICES, LLC / INTREPID HEALTHCARE USA, INC.

- Established Risk Management Department including Workers' Compensation, Property and General Liability claims handling procedures internally and with third party administrators.
- Identify internal and external exposures at all levels of business units. Develop and implement solutions for elimination or mitigation of risks. Drug Free Workplace and Modified Duty Programs.
- Directed all functions of insurance programs including procurement and administration.
- Lead all claims-handling activities by direct reports and 51 TPA adjusters across the country, including methodology for quarterly file reviews. Achieved results in faster claim closing, reduced litigation, and appropriate reserve levels. Average claims costs were decreased by 20% over a two-year period.
- Established approved panel of defense attorneys in local jurisdictions, and coordinate all litigated claims with Legal

and Human Resources Departments.

LARRY OFFUTT, PAGE 2

DIRECTOR, SAFETY & LOSS CONTROL, MIAMI, FL 1997-2004
BURGER KING CORPORATION (BKC U.S AND INTERNATIONAL)

- World-wide responsibilities for the development, approval and implementation of policies, procedures and programs related to safety, security and loss control for 30,000 employees in over 1500 locations internationally. Responsibilities included communication and coordination of Risk Management and Operations across a wide spectrum of services to achieve a best in industry Safety & Risk Program.
- Facility safety / security management of 1500 corporate locations and BKC World Headquarters, including on-site security, Medical Emergency Response Teams and coordination of Shared Services, including fleet, executive protection and facility maintenance.
- Supervised and updated forensic Loss Control (cash and inventory) auditing programs for all corporate operations.
- Chief witness / responder on behalf of BKC in all regulatory and legal proceedings regarding safety-health/accidents, including vicarious liability (10,000 plus franchise locations) actions.
- Coordinated and directed claims handling with on-site dedicated Property/ General Liability unit, remote Workers' Compensation units in various states, and appropriate local legal counsel.

PROFESSIONAL

WORLD SAFETY ORGANIZATION
REGISTERED SAFETY DIRECTOR
CERTIFIED SAFETY TECHNICIAN

NATIONAL SAFETY COUNCIL (FL)
PROFESSIONAL SAFETY CERTIFICATION

RIMS
RISK MANAGEMENT SOCIETY

NRA SERVSAFE
CERTIFIED FOOD SERVICE INSTRUCTOR

PLAYGROUND SAFETY INSTITUTE
CERTIFIED SAFETY INSPECTOR

FEMA
COMMUNITY EMERGENCY RESPONSE

NRRDA
NATIONAL RETAIL AND RESTAURANT DEFENSE ASSOCIATION

COMMUNITY AND VOLUNTEER

Dallas City Commissioner appointed by Dallas City Council- Landmark Commission Oct 2021 - Present

Founding Member - Remember Black Dallas -Jan 2019 - Present · Civil Rights and Social Action
City of Dallas Emergency Management (FEMA) Dec 2016 - Present
Founder & Member - Historic Preservation League (now Preservation Dallas)
Member- Supporter – Dallas NAACP
Founder & Board Member - Swiss Ave Historic District
Founding and Current Member – Friends of Aldredge House Museum
Dallas County Park Board
Member - Supporter - The Southern Poverty Law Center
Member-Supporter – National Council of Jewish Women Dallas

Civic and Professional Awards/Recognition/Service;

City of Dallas
Mayor's Award Beautiful Clean Dallas
City of Dallas - Review Board
Savage Park (recognition and dedication as founder of Historic Preservation Movement)
Dallas Chamber of Commerce (East – Ret)
Chairman - Governmental Affairs Committee
Chairman - Parks Committee
Boy Scouts of America
Scout Master .. Special Needs Scouts
Department of Defense – Operation Eagle – 9-11 Pentagon Recovery

NAFTA
Tri-National Committee – Safety & Security

I am a dedicated historic preservationist with a passion for conserving the rich cultural and ethnic heritage of our region while understanding our city/county is not a museum and must change and adopt to differing needs and demands in order to grow and progress. , I have played a pivotal role in preserving and revitalizing historically significant landmarks and neighborhoods in the Dallas area thus raising property vales while protecting generational cultures/ traditions. My extensive portfolio includes the rehabilitation and restoration of dozens of residential and commercial properties not only in Dallas but also in notable areas of Coral Gables, Florida, and San Antonio, Texas. As an active member of Preservation Dallas, Remember Black Dallas, Texas Historic Society, the Dallas Historical Society and the Dallas Landmark Commission, my expertise and advocacy have been instrumental in safeguarding the architectural treasures that define our area's character. Beyond my contributions to Dallas, my work in Coral Gables (also known as The Black Gables) and San Antonio (Denver Heights), has underscored my deep commitment to historical preservation across diverse cultures, socio-economic neighborhoods. My unwavering commitment to the preservation of historic sites, cultures, and communities ensures that the rich tapestry of cultures remains an integral part of Dallas' vibrant future.

WM. DAVID PALMER

1705 Colony Dr
Irving, Texas 75061

(214) 557-8406
david@premarkhs.com

Successful in Improving, Building and Restructuring Companies

Persuasive leader with strong ability to communicate with and motivate people at all levels, build cross-functional teams and accomplish results. Solid accounting, financial and operational background in manufacturing coupled with more than thirty-five years of legal experience. My quantitative and qualitative analytical skills and strategic thinking have a proven record of success identifying, developing, and implementing innovative solutions to complex business problems.

03/07 – Present

PREMARK HEALTH SCIENCE, INC.

Irving, TX

President/Shareholder/Director

Co-Founder of company performing contract manufacturing and packaging of functional foods, dietary supplements and personal care goods. Beginning in 2007 with 6 employees, we now have 45 full-time employees operating out of our 74,815sf facility in Las Colinas. Our production capability involves the manufacture of nutritional powder blends, two-piece hard gel capsules, and liquids. Our packaging capability includes bottles, canisters and tubs, as well as flexible single serve pouches, stick packs and multi serve re-sealable bags.

We are highly focused on the quality, safety and efficacy of the products we produce. The company is registered with the FDA and Texas Department of State Health Services as a Food Manufacturer and OTC Drug Manufacturer. We are third-party cGMP certified by NSF for Dietary Supplement production and SQF for Food production. I focus my leadership and communication skills on empowering employees throughout the company to improve their business and personal skill sets.

01/06 – 02/07

STRATEGIC SOLUTIONS

Irving, TX

Consult manufacturing and/or marketing companies selling nutritional and personal care goods. Provide clients with legal/regulatory counsel, development of business plan, marketing strategy and CRM techniques, implementation of lean manufacturing techniques, and financial modeling.

10/94 – 08/05

PROGRESSIVE LABORATORIES, INC

Irving, TX

President / Chief Operating Officer / Director

I was recruited to this privately owned manufacturer and distributor of nutritional supplements, personal care goods, OTC drugs and medical devices as Vice President/General Counsel in 1994. We experienced continual growth and my achievements led to promotions to Vice President/Chief Operating Officer in 1999 and then President/COO in 2002.

From 1997, I led all aspects of operational and strategic activities, with my direct reports being the Chief Financial Officer, Director of Operations, Plant Manager, Purchasing Manager, and after 2002, the Sales Managers for the Brand Lines and Contract Manufacturing. Progressive engages in sales of branded products to Health-Care Practitioners, branded products direct-to-consumer, and contract manufacturing. Under my leadership, and within the very

conservative spending constraints of a small company, we outpaced the industry by averaging over 14% revenue growth per year while improving every financial marker of the business.

Cross-functional teams included every employee, to participate in monthly training videos, written reporting of application of their learning in both work and personal life. The training strengthened their personal growth, team attitude, and self-motivation. This team-environment preparation fostered involving the top third of the employees in strategy planning and development of long-term strategic objectives. More than half of the employees were directly involved in establishing detailed action plans, and accountable for achieving strategic goals.

The company-wide participation in developing the strategic plan and marketing plan spawned an excited and electric atmosphere as all employees began to see new direction taking shape. I felt tremendous satisfaction in leading this process, both from the aspect of witnessing the personal development of our management team and employees, and their enthusiasm in positioning the company for the next growth stage.

4/90 - 10/94

LAW OFFICE OF WM. DAVID PALMER

Dallas, TX

Sole Practitioner

The practice focused on commercial transactions, including representation of both buyers and sellers in business purchase transactions, representing the franchisor entity in the private offering of franchises, business organization drafting, and bankruptcy with two successful Chapter 11 Reorganizations of small businesses. I took court appointments from the juvenile courts representing minors, and the family courts as an ad litem, which was very personally fulfilling. During 1990, and again between late 1992 and 1994 traveled extensively with domestic client representation in Mexico and Panama. I developed a very strong interest in Latin America, and began to study international commercial transactions and the Spanish language. My practice profitably grew with a network of referring attorneys and a loyal client following.

1/88 - 4/90

RAY E. GREEN & ASSOCIATES, P.C.

Dallas, TX

Associate Attorney

8/86 - 1/88

NIELSEN & COMPANY, P.C.

Dallas, TX

Associate Attorney/Law Clerk

9/76 - 7/86

KRAFT FOODS COMPANY, INC.

Chicago, IL

Law Department – Senior Tax Accountant (3/84 – 7/86)

Internal Audit Department - Senior Auditor (6/82 - 2/84)

Garland Manufacturing Plant and Dallas Foodservice - Accounting Clerk (9/76 – 5/82)

EDUCATION:

SOUTHERN METHODIST UNIVERSITY, Dallas, TX

Master of Business Administration, May 2004

(Executive M.B.A. Program)

Beta Gamma Sigma National Honorary Business Fraternity

DePAUL UNIVERSITY COLLEGE OF LAW, Chicago, IL

Juris Doctor, January 1987

SOUTHERN METHODIST UNIVERSITY, Dallas, TX

Bachelor of Business Administration, May 1982 - *Cum Laude*

Major - Accounting

Beta Alpha Psi National Honorary Accounting Fraternity

Minor – Political Science

PROFESSIONAL:

Member: State Bar of Texas (#15435950)

PERSONAL:

Born May 25, 1958, at Methodist Hospital, Dallas TX. Married to Allyson since January 1983 and active in Boy Scouts with our three sons who are all Eagle Scouts. Friends of Scouting Chairman, Western Star District, 2005, 2006 and 2007.

Director: Greater Irving – Las Colinas Chamber of Commerce 2001 – 2007

Director: Irving Sister Cities 2012 - Present

Commissioner: City of Irving, Planning and Zoning Commission 2005 – 2012

Board Member: City of Irving Tax Increment Investment Zone (TIF) No. 1 2012 - 2015

Councilman: City of Irving Place 8 At-Large 2015 – 2021. Chair to the Planning and Development Committee, co-chair to the Boards and Committees Appointments Committee and served on the Audit and Finance Committee and the Transportation and Natural Resources Committee. Council liaison to the National League of Cities and is a liaison to the Youth Council.

11. I am interested in serving on the DCAD Board of Directors in order to make contributions in improving the function of DCAD as well as the appraisal process in general. I believe my background, skills and experience will be a positive contribution to the Board.

Cassandra Phillips
810 Jungle Drive
Duncanville, TX 75116
CPhillips4DuncanvilleISD@gmail.com
214.682.3293
October 15, 2024

Dallas Central Appraisal District Board of Directors
2949 N. Stemmons Freeway
Dallas, TX 75247

Dear Taxing Entities,

I am writing to formally announce my candidacy for re-election to the Dallas Central Appraisal District (DCAD) Board of Directors. It has been a privilege to serve on the board, and I am eager to continue contributing my experience, dedication, and vision to ensure the ongoing success of the DCAD in serving our community. With over 20 years of experience as a Real Estate Broker, I have developed a deep understanding of the importance of fair property appraisals and the critical role that transparency and accountability play in building trust between the appraisal district and the public.

During my time on the board, I have focused on key responsibilities, including appointing a fair and equitable chief appraiser, approving budgets that align with the needs of the cities and school districts we serve, and approving a biennial reappraisal plan. I am committed to ensuring that all properties are appraised at market value by January 1 each year, and that the information is delivered on time. My dedication to appointing objective and impartial members to the Appraisal Review Board has been a cornerstone of my efforts to maintain a fair and trusted system for property owners.

One of my primary goals has always been to promote transparency within the DCAD. This commitment to transparency not only strengthens public trust but also ensures that the district operates efficiently and effectively.

As I seek re-election, my passion for serving the community remains as strong as ever. I believe my experience, insight, and dedication uniquely position me to continue making a positive impact. I am excited about the opportunity to build on the progress we've made, and I look forward to the chance to continue advocating for a fair, transparent, and equitable appraisal process for all.

Thank you for your consideration. I would be honored to continue serving on the Dallas Central Appraisal District Board of Directors, and I am confident that together, we can further strengthen the appraisal system that benefits both property owners and the taxing entities we serve.

Sincerely,

Cassandra Phillips

Cassandra Phillips 810 Jungle Drive Duncanville, TX | Cassandra@PPRDfw.com | 214-682-3293 |

Objective: Dedicated and accomplished Real Estate Broker with over 20 years of service in the community. Passionate about fostering trust and transparency between the appraisal district and the public. Dedicated to enhancing the efficiency and effectiveness of DCAD through continued service and advocacy.

Education:

- Bachelor of Science in University Studies, The University of Texas at Arlington, Arlington, TX [2012]
- Associate of Applied Science (AAS), Cedar Valley College, Lancaster, TX [1993]

Professional Experience: Managing Broker | Phillips Price Realty, Duncanville, TX | Feb 2005 - Present

- Supervision, Compliance, Leadership, Training and Development, Transaction Oversight, Client Relations, Risk Management, Technology Integration and Community Engagement.
- Applies strong negotiation skills to secure favorable contract terms, resulting in increased profitability.
- Conducts thorough audits, identifying discrepancies and implementing corrective actions to ensure compliance.
- Provides outstanding customer service, consistently exceeding customer satisfaction targets.
- Demonstrates diligence in resolving customer concerns promptly and effectively.
- Recognized as a great listener and problem solver, contributing to a positive work environment.

Supervisor | Drive Financial, Dallas | June 1998 - March 2000

- Led and motivated a team, achieving a 92% increase in overall team productivity.
- Developed and implemented collection strategies that improved team efficiency and performance.
- Utilized exceptional time management and organizational skills to meet tight deadlines.

Skills:

- Contract Knowledge: In-depth understanding of contract negotiations and compliance.
- Time Management: Proven ability to manage multiple tasks efficiently and meet deadlines.
- Communication: Exceptional verbal and written communication skills.
- People Skills: Adept at building and maintaining positive relationships with clients and colleagues.

Community Involvement: Elected School Board Trustee | Duncanville ISD | 2017 - Present

- Contributes to strategic decision-making to enhance the educational experience for students.
- Advocates for community engagement and improved educational resources.
- Overseeing a substantial \$125 million budget.
- Ensuring fiscal prudence, and making strategic financial decisions to support the educational objectives and well-being of the students and the broader school community.

Elected Dallas Central Appraisal District Director for Suburban Schools | 2020

- Committed to ensuring fair and equitable property appraisals
- Transparent communication
- Responsible budgeting
- Appointing a fair and equitable Chief Appraiser
- Approving a biennial reappraisal plan

By actively pursuing my role as an elected official, my aim is to contribute to the success of the Dallas Central Appraisal District with integrity and operational excellence.

Yemi Salau brings 15 years of rich experience in SAP and Project Management. Throughout his career, he has held key roles at renowned organizations, including IBM, Accenture, Verizon, CSC, Deluxe, General Dynamics, and PepsiCo. He has led significant projects for major clients, contributing to federal initiatives like the Logistics Modernization Program (LMP) and the US Navy Supply Command (NAVSUP), as well as being involved in Verizon's 5G rollout.

In 2023, Yemi was elected as a Council member for place 7 in Balch Springs. He earned his Bachelor of Science degree in Electrical Engineering from Farmingdale State University.

Beyond his professional pursuits, Yemi is actively engaged in community volunteering and enjoys traveling with his family. He is also a passionate reader, making time for literature whenever he can.

CAMILE DENISE WHITE

Is currently a Board Trustee for Dallas Independent School District (ISD) for District 4 and serves as the Board Secretary.

She is the Dallas ISD Board Delegate for Texas Association of School Boards (TASB).

Camile White is a licensed Texas Realtor and has served on several committees with MetroTex Association of Realtors.

She loves Dallas and understands the balance between business and home ownership. Camile will bring her Real Estate experience and belief that it is important to have people from all walks of life to represent everyone in Dallas County. The tax base that is generated is vital in keeping public schools, and cities operating all while providing amenities for citizens.

She is an elected Party Precinct Chair and serves as House District 107 Coordinator where she helps inform voters and increase voter participation.

Camile White is currently a member of Dallas CERT Team because she is concerned about those around her and wants people to be safe which is why she volunteers as the Vice Chair of Hillside Oaks Crime Watch.

Ms. White has served on the Dallas Public Library Board for Dallas City Council, District 5, on the Trustee Board of St. Luke "Community" United Methodist Church with a budget of millions in assets where she was vital in helping make decisions that kept assets up to date and in great working condition, and also made decisions on proposed land acquisitions.

Camile was a Government Adjunct Professor for Dallas College where she taught Political Science.

She has a Masters Degree in Political Science from the University of Texas at Arlington.

Ms. White is married and has three children, and two beautiful grandsons.