



City of Seagoville Meeting Agenda City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, August 21, 2023	6:30 PM	Council Chambers
LACKEY STEPPER SEBASTIAN MAYOR	RICK HOWARD PLACE 1	ALLEN GRIMES PLACE 4
PATRICK STALLINGS CITY MANAGER	JOSE HERNANDEZ PLACE 2	JON EPPS PLACE 5
	HAROLD MAGILL PLACE 3 - MAYOR PRO TEM	

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

As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

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

WORK SESSION – 6:30 PM

1. Call to Order
2. Discuss Regular Session items.
3. Adjourn

REGULAR SESSION – 7:00 PM

4. Call to Order
5. Invocation
6. Pledge of Allegiance
7. Proclamation
Present a Proclamation designating September 4th week as “National Payroll Week”.
8. Ceremonial Oath of the City Secretary.
9. Mayor’s Report

10. Citizen's Comments

This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. Council may not discuss these items but may respond with factual data or policy information or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.

11. Consent Agenda

- A. Consider approving the following City Council meeting minutes: August 7, 2023, and August 14, 2023.**
- B. Consider approval of a Resolution approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp., Mid-Tex Division; and authorizing the Mayor to sign.**
- C. Consider approval of a Resolution denying a proposed application filed on June 29, 2023, by Oncor Electric Delivery Company LLC (Oncor) to amend its Distribution Cost Recovery Factor ("DCRF") and Update Mobile Generation Riders, to increase distribution rates within the city; to authorize participation in the matter with the Cities Serviced by Oncor (OCSC); and authorizing the Mayor to sign.**

12. Regular Agenda

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

13. Items of community interest.

Pursuant to Section 551.0415 of the Texas Government Code, the City Council or City Administration may report information on the following items: 1) expression of thanks, congratulations or condolences, 2) information about holiday schedules, 3) recognition of individuals, 4) reminders about upcoming City events, 5) information about community events, and 6) announcements involving an imminent threat to public health and safety.

14. Discuss future agenda items.

EXECUTIVE SESSION

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

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

REGULAR SESSION

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

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

18. 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 18th day of August 2023, at _____.

Sara Egan, City Secretary

The City of Seagoville does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. If you have a request for services that will make this program accessible to you, please contact the City of Seagoville at least 72 hours in advance at (972) 287-6819. (TDD access 1-800-RELAY-TX)

UPCOMING DATES:

- Monday, August 28, 2023, Special City Council Meeting
- Monday, September 04, 2023, City Holiday – Labor Day
- Monday, September 11, 2023, Regular City Council Meeting
- Monday, September 18, 2023, Regular City Council Meeting



Mayoral Proclamation

WHEREAS, the American Payroll Association and its more than 20,000 members have launched a nationwide public awareness campaign that pays tribute to the nearly 150 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes; and

WHEREAS, payroll professionals in Seagoville, Texas play a key role in maintaining the economic health of Seagoville, Texas, carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement, and carrying out tax withholding, reporting and depositing; and

WHEREAS, payroll departments collectively spend more than \$2.4 trillion annually complying with myriad federal and state wage and tax laws; and Whereas payroll professionals play an increasingly important role ensuring the economic security of American families by helping to identify noncustodial parents and making sure they comply with their child support mandates; and

WHEREAS, payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and

WHEREAS, payroll professionals meet regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and businesses; and

NOW, THEREFORE, I, Lackey Stepper Sebastian, Mayor of the City of Seagoville, do hereby proclaim the week of September 4, 2023 as:

"National Payroll Week"

in the City of Seagoville and urge all citizens to support to the efforts of the people who work in Seagoville, Texas and of the payroll profession.

PROCLAIMED this 21st day of August 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seagoville to be affixed this 21th day of August 2023.

Lackey Stepper Sebastian, Mayor

Consent Session Agenda Item: 11A

Meeting Date: August 21, 2023

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes for August 7, 2023, and August 14, 2023.

BACKGROUND OF ISSUE:

Approve City Council Meeting Minutes.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

August 7, 2023, Regular Called Meeting
August 14, 2023, Special Called Meeting



MINUTES OF A REGULAR MEETING OF THE SEAGOVILLE CITY COUNCIL THAT WAS HELD ON MONDAY, **AUGUST 07, 2023**, AT 6:30 PM AT SEAGOVILLE CITY HALL COUNCIL CHAMBERS, 702 N. HWY 175, SEAGOVILLE, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

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

Councilmember Jon Epps was absent from the meeting.

The following staff members were also present: City Manager Patrick Stallings, Assistant City Manager Cindy Brown, Police Chief Ray Calverley, City Attorney Kyle Barry, Public Works Director Chris Ryan, Police Support Services Manager Christine Wirth, and Interim City Secretary Melinda Welsh.

WORK SESSION

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

A. Discuss regular session agenda items.

- 1. Consider approving City Council Meeting minutes for July 17, 2023, July 24, 2023, and July 31, 2023. (Interim City Secretary Melinda Welsh)**

No questions on this item.

2. Recess Into Executive Session

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

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

3. Reconvene Into Open Session

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

No questions on this item.

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

No questions on this item.

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

City Manager Pat Stallings stated this is a first reading, with no vote needed, to discuss and consider a resolution approving an Economic Development Corporation (EDC) grant. The Seagoville Economic Development Corporation (CEDC) has negotiated and intends to undertake a project with Diana E. Guzman for the installation of a new concrete parking lot on the retail tire business located 1506 N. Kaufman Street. This cost for the concrete parking lot is \$22,500 and the city will cover half, if approved.

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

City Manager Pat Stallings stated this is a first reading to discuss and consider a resolution approving an Economic Development Corporation (EDC) grant for \$90,000. The Seagoville Economic Development Corporation (CEDC) has negotiated and intends to undertake a project at C.O. Bruce “Central” Park wherein the old fencing around the current basketball/tennis courts will be removed and new fencing will be installed and the courts will be resurfaced, the tennis court removed, and two (2) full size basketball courts will be established.

- 7. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, ratifying emergency repairs of a partially collapsed storm drain and street; and authorizing the City Manager to make payment to C&M Concrete in an amount not to exceed seventy thousand five hundred seventy-seven dollars and sixty cents (\$70,577.60) and execute any and all documents necessary; and providing an effective date. (Public Works Director Chris Ryan)**

Public Works Director Chris Ryan stated on June 14, 2023, staff received a call about a partially collapsed street in the 3100 block of Highland Meadows Drive, which created the necessity for

emergency repairs to be performed immediately. Staff contacted C&M Concrete to perform the emergency repairs at a cost of \$70,577.60.

- 8. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute an interlocal agreement with the North Central Texas Emergency Communications District for Regional 9-1-1 service; providing a savings clause; providing a severability clause; and providing an effective date. (Police Support Services Manager Christine Wirth)**

Police Support Services Manager Christine Wirth stated this resolution is to approve the renewal of a contract with North Central Texas Emergency Communications District (NCT9-1-1), is up for renewal every two years, same as prior contract, no cost, and NCT9-1-1 manages the 911 service for the City of Seagoville.

- 9. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute Amendment No. 2 to the Memorandum of Understanding/Interlocal Agreement with Dallas County to participate in Urban Counties' TechShare.Juvenile Program for the purpose of sharing criminal justice information; providing a repealing clause; providing a savings clause; and providing an effective date. (Police Support Services Manager Christine Wirth)**

Police Support Services Manager Christine Wirth stated this resolution is to approve Amendment No. 2 to the Memorandum of Understanding with Dallas County, will change management and name from Dallas County Commissioners Court, TechShare.Juvenile to Dallas County in-house technology application, Dallas County Juvenile Case Management System, there is no cost, and provides the city's officers access to juvenile's arrests, charges, etc.

- 10. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Seagoville Code of Ordinances Chapter 13 "Offenses and Nuisances", Article 13.06 "Minors", by repealing Division 2 "Curfew"; providing a savings clause; providing a severability clause; and providing an effective date. (Police Chief Ray Calverley)**

City Manager Pat Stallings stated the state of Texas voted to get rid of the juvenile curfew ordinance.

Police Chief Ray Calverley stated the curfew ordinance was extended by Council in February 2023 for three years, is a tool the city used that did a lot of good, state legislature did away with it, no one knew it was coming, goes away on September 1, no longer legal to enforce the curfew ordinance so this ordinance is to repeal the curfew ordinance.

Mayor Pro-Tem Magill asked how many contacts the city had had over the years. Chief Calverley reported that there were hundreds if not thousands over the years since the early 2000's.

Councilmember Hernandez said the origin is that some wanted daytime curfews to go away because of homeschoolers so legislators did away with all of it.

11. Consider rescheduling the September 04, 2023, Council meeting due to the Labor Day Holiday. (Interim City Secretary Melinda Welsh)

Interim City Secretary Melinda Welsh stated staff is seeking direction concerning rescheduling the September 04, 2023, Regular Council Meeting because of the Labor Day Holiday. Staff is recommending to reschedule to September 11, 2023, since there is a budget meeting already scheduled for that date.

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

City Manager Pat Stallings stated this is a second reading and will require a vote.

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

City Manager Pat Stallings stated this is a second reading and will require a vote.

Mayor Sebastian adjourned the Work Session at 6:41 PM.

REGULAR SESSION

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

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

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

Routine Announcements, Recognitions, and Proclamations – *None*

Mayor's Report – *Mayor Sebastian stated he appreciates everybody that took time out of their hot day to come to the City Council meeting.*

Citizens Public Comment Period – *This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. Council may not discuss these items but may respond with factual data or policy information or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.*

Ayden Hernandez, 737 Fairview Avenue, addressed Council and stated he is a 13 yr old resident of Seagoville, is here to talk about the condition of the local basketball and tennis court. He further stated that as many may know, the court has been in disrepair for quite some time now. The surface is slippery and cracked, which makes it unsafe for users. The basketball hoops are also badly crooked, making it difficult to score shots. He stated he understands that rebuilding the court may not be an easy or cheap undertaking but believes that this is a critical investment in the community's health and well-being. A safe and secure court is a place where people of all ages can come together to play sports, exercise and socialize. Moreover, a well-maintained court can also be used for community events and programs such as local basketball and tennis leagues, youth sports camps and community affairs. This will not only benefit our residents, but will also help strengthen the bonds between our community and build a sense of pride in our city. He stated that he would like to urge the City Council to consider approving agenda item number six regarding the basketball court, and is confident that this investment for our community's infrastructure will have a positive impact on the lives of many residents and will help to create a more vibrant and active Seagoville for years to come. Mr. Hernandez thanked City Council for their time and consideration.

CONSENT AGENDA

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

- 1. Consider approving City Council Meeting minutes for July 17, 2023, July 24, 2023, and July 31, 2023. (City Secretary)**

Motion to approve City Council Meeting minutes for July 17, 2023, July 24, 2023, and July 31, 2023. – Magill, seconded by Howard; motion passed with all ayes. 4/0

REGULAR AGENDA

- 2. Recessed Into Executive Session at 7:06 PM**

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

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

- 3. Reconvened Into Open Session at 7:19 PM**

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

No action taken.

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

Interim City Secretary Melinda Welsh stated there is a vacancy on the Planning and Zoning Commission. Applicant Amanda Moore is up for consideration and Council may interview her if they choose.

Motion to appoint to the Planning and Zoning Commission – Place 5-Amanda Moore to an unexpired term ending June 2024. – Magill, seconded by Howard; motion passed with all ayes. 4/0.

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

City Manager Pat Stallings stated this is a first reading so no vote is required, is an \$11,250 grant from the Economic Development Corporation to Ms. Guzman for concrete repairs to the driveway of her tire repair shop on N. Kaufman Street.

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

City Manager Pat Stallings stated this is a first reading, no vote is required, and explained this is an Economic Development Corporation grant to the city, and is an incentive for rebuilding, resurfacing, and putting new fence up at the old tennis court/basketball combo location at C.O. Bruce Central Park in an amount not to exceed \$90,000. City Manager Stallings requested that when any future items come up that Council would approve and ratify so the city can move forward with construction.

7. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, ratifying emergency repairs of a partially collapsed storm drain and street; and authorizing the City Manager to make payment to C&M Concrete in an amount not to exceed seventy thousand five hundred seventy-seven dollars and sixty cents (\$70,577.60) and execute any and all documents necessary; and providing an effective date. (Public Works Director Chris Ryan)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, ratifying emergency repairs of a partially collapsed storm drain and street; and authorizing the City

Manager to make payment to C&M Concrete in an amount not to exceed seventy thousand five hundred seventy-seven dollars and sixty cents (\$70,577.60) and execute any and all documents necessary; and providing an effective date. – Howard, seconded by Magill; motion passed with all ayes. 4/0

- 8. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute an interlocal agreement with the North Central Texas Emergency Communications District for Regional 9-1-1 service; providing a savings clause; providing a severability clause; and providing an effective date. (Police Support Services Manager Christine Wirth)**

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute an interlocal agreement with the North Central Texas Emergency Communications District for Regional 9-1-1 service; providing a savings clause; providing a severability clause; and providing an effective date. – Magill, seconded by Grimes; motion passed with all ayes. 4/0

- 9. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute Amendment No. 2 to the Memorandum of Understanding/Interlocal Agreement with Dallas County to participate in Urban Counties' TechShare.Juvenile Program for the purpose of sharing criminal justice information; providing a repealing clause; providing a savings clause; and providing an effective date. (Police Support Services Manager Christine Wirth)**

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute Amendment No. 2 to the Memorandum of Understanding/Interlocal Agreement with Dallas County to participate in Urban Counties' TechShare.Juvenile Program for the purpose of sharing criminal justice information; providing a repealing clause; providing a savings clause; and providing an effective date. – Magill, seconded by Howard; motion passed with all ayes. 4/0

- 10. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Seagoville Code of Ordinances Chapter 13 "Offenses and Nuisances", Article 13.06 "Minors", by repealing Division 2 "Curfew"; providing a savings clause; providing a severability clause; and providing an effective date. (Police Chief Ray Calverley)**

Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Seagoville Code of Ordinances Chapter 13 "Offenses and Nuisances", Article 13.06 "Minors", by repealing Division 2 "Curfew"; providing a savings clause; providing a severability clause; and providing an effective date. – Magill, seconded by Hernandez; motion passed 3/1 with Howard opposed.

- 11. Consider rescheduling the September 04, 2023, Council meeting due to the Labor Day Holiday. (Interim City Secretary Melinda Welsh)**

It was the consensus of Council to reschedule the September 4, 2023, regular meeting to September 11, 2023.

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

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Diana E. Guzman as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date. – Magill, seconded by Hernandez; motion passed with all ayes. 4/0

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

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving the Seagoville Economic Development Corporation expenditure in an amount not to exceed a total of \$90,000 to Llano River Fence Company for the installation of replacement fencing and to Pro Track and Tennis, Inc., for the resurfacing of the courts located at C.O. Bruce Central Park; providing for a severability clause; and providing an effective date.. – Howard, seconded by Magill; motion passed with all ayes. 4/0

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

Mayor Pro-Tem Magill reminded citizens to please check the box on the water bill to donate to the city's Animal Shelter, one dollar amounts to \$12 a year and would greatly help to service the animals.

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

Mayor Sebastian asked if it was possible to have a Zoom for an absent councilmember.

City Manager Pat Stallings said Council cannot discuss this topic but will place it as an executive session at the next meeting.

Adjourned at 7:30 PM

APPROVED:

Mayor Lackey Stepper Sebastian

ATTEST:

Melinda Welsh, TRMC
Interim City Secretary



MINUTES OF A SPECIAL MEETING OF THE SEAGOVILLE CITY COUNCIL THAT WAS HELD ON MONDAY, AUGUST 14, 2023, AT 6:30 PM AT SEAGOVILLE CITY HALL COUNCIL CHAMBERS, 702 N. HWY 175, SEAGOVILLE, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

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

Councilmember Rick Howard was absent from the meeting.

The following staff members were also present: City Manager Patrick Stallings, Assistant City Manager Cindy Brown, City Attorney Victoria Thomas, Interim City Secretary Melinda Welsh, and City Secretary Sara Egan.

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

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

Mayor’s Report – *Thanks to Melinda Welsh, Interim City Secretary, for her service.*

Citizens Public Comment Period – *No one signed up to speak.*

SPECIAL AGENDA

- 1. Receive a presentation on applications from the Chamber of Commerce in support of a request for Fiscal Year 2024 funding for community events from the City’s hotel/motel tax.**

Received a presentation by Ritha Edwards representing the Chamber of Commerce in support of a request for FY 2024 funding for community events from the City’s hotel/motel tax.

- 2. Presentation of the calculated No-New Revenue (NNR), Voter Approved (VA), and de minimus tax rates and the Proposed Budget for the City of Seagoville’s Fiscal Year 2024.**

Director of Finance Gail French provided a presentation.

- 3. Discuss and consider approving a Resolution of the City of Seagoville, Texas, accepting the 2023 Certified Tax Roll of Dallas Central Appraisal District and Kaufman County Appraisal District and providing for an effective date. (Finance Director)**

Director of Finance Gail French provided a presentation and answered questions.

A motion was made by Councilmember Hernandez, seconded by Mayor Pro Tem Magill that the Resolution be approved. The motion passed by an unanimous vote (4-0).

- 4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, accepting the proposed property tax rate for Fiscal Year 2023-2024; and providing for the publication as provided by the Texas Property Tax Code. (Finance Director)**

Director of Finance Gail French provided a presentation and answered questions.

A motion was made by Mayor Pro Tem Magill, seconded by Councilmember Hernandez that the Resolution be approved. The motion passed by an unanimous vote (4-0).

Adjourn at 6:59 p.m.

APPROVED:

Lackey Stepper Sebastian
Mayor

ATTEST:

Sara Egan
City Secretary

Consent Session Agenda Item: 11B

Meeting Date: August 21, 2023

ITEM DESCRIPTION:

Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2023 Rate Review Mechanism filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC’S reasonable ratemaking expenses; determining that this Resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Resolution to the Company and the ACSC’S legal counsel.

BACKGROUND OF ISSUE:

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2023, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2022, entitled it to additional system-wide revenues of \$165.9 million.

The Executive Committee recommends a settlement at \$142 million. The Effective Date for new rates is October 1, 2023. ACSC members should take action approving the Resolution before September 30, 2023.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

Resolution with Attachments 1 and 2

**CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO. ____-R-2023**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Seagoville, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about March 1, 2023, Atmos Mid-Tex filed its 2023 RRM rate request with ACSC Cities based on a test year ending December 31, 2022; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2023 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC’s counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$142 million on a system-wide basis with an Effective Date of October 1, 2023; and

WHEREAS, ACSC agrees that Atmos’ plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC’s reasonable expenses associated with RRM applications; and

WHEREAS, the RRM Tariff includes Securitization Interest Regulatory Asset amount of \$19.5 million;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$142 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex’s 2023 RRM filing, is in the public interest, and is consistent with the City’s authority under Section 103.001 of the TEXAS UTILITIES CODE.

Section 3. That despite finding Atmos Mid-Tex’s plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$142 on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex’s next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company’s 2023 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after September 30, 2023.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED by the City Council of the City of Seagoville, Texas, by a vote of ____ to ____, on this the 21ST day of August 2023.

APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, CITY ATTORNEY

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 22.25 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 22.30 per month
Commodity Charge – All <u>Ccf</u>	\$0.48567 per Ccf ²

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.

²The commodity charge includes the base rate amount of \$0.46724 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 72.00 per month
Rider CEE Surcharge	(\$ 0.02) per month ¹
Total Customer Charge	\$ 71.98 per month
Commodity Charge – All Ccf	\$ 0.18280 per Ccf ²

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx.plantprotection@atmosenergy.com.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.

²The commodity charge includes the base rate amount of \$0.16437 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.7484 per MMBtu ¹
Next 3,500 MMBtu	\$ 0.5963 per MMBtu ¹
All MMBtu over 5,000 MMBtu	\$ 0.2693 per MMBtu ¹

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailement Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees

¹ The tiered commodity charges include the base rate amounts of \$0.5684, \$0.4163, and \$0.0893 per MMBtu, respectively, plus Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.1800 per MMBtu until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx.plantprotection@atmosenergy.com.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.5684 per MMBtu
Next 3,500 MMBtu	\$ 0.4163 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0893 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Curtailement Overpull Fee

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_{ij} = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.51	0.1415	88.91	0.7010
Austin	8.87	0.1213	213.30	0.7986
Dallas	12.54	0.2007	185.00	0.9984
Waco	8.81	0.1325	125.26	0.7313
Wichita Falls	10.36	0.1379	122.10	0.6083

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNA factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description (a)	Shared Services		Mid-Tex Direct			Adjustment Total (g)
		Pension Account Plan (b)	Post-Employment Benefit Plan (c)	Pension Account Plan (d)	Post-Employment Benefit Plan (e)	Supplemental Executive Benefit Plan (f)	
1	Proposed Benefits Benchmark - Fiscal Year 2023 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 1,434,339	\$ (518,336)	\$ 2,336,419	\$ (2,678,818)	\$ 267,917	
2	Allocation Factor	44.92%	44.92%	78.74%	78.74%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 644,336	\$ (232,848)	\$ 1,839,667	\$ (2,109,267)	\$ 267,917	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	\$ 644,336	\$ (232,848)	\$ 1,839,667	\$ (2,109,267)	\$ 267,917	\$ 409,804
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	78.60%	78.60%	39.63%	39.63%	11.00%	
8							
9	Summary of Costs to Approve (1):						
10	Total Pension Account Plan	\$ 506,464		\$ 729,006			\$ 1,235,469
11	Total Post-Employment Benefit Plan		\$ (183,024)		\$ (835,840)		(1,018,864)
12	Total Supplemental Executive Benefit Plan					\$ 29,471	29,471
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 506,464	\$ (183,024)	\$ 729,006	\$ (835,840)	\$ 29,471	\$ 246,076

Consent Agenda Item: 11C

Meeting Date: August 7, 2023

ITEM DESCRIPTION:

Discuss and consider a Resolution of the City of Seagoville, Texas, finding that Oncor Electric Delivery Company LLC'S application to Amend its Distribution Cost Recovery Factor and Update Generation Riders to increase distribution rates within the City should be denied; authorizing participation with the Steering Committee of Cities served by ONCOR; authorizing hiring of legal counsel; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and Legal Counsel.

BACKGROUND OF ISSUE:

On June 30, 2023, Oncor Electric Delivery Company, LLC ("Oncor" or "Company") filed an application to Amend its Distribution Cost Recovery Factor ("DCRF") and Update its Mobile Generation Riders to increase distribution rates within each of the cities in its service area. In the filing, the Company asserts it is seeking an increase in distribution revenues of approximately \$152.78 million. The Company is also seeking to update its Rider Mobile Generation and Rider Wholesale Mobile Generation to recover revenue related to mobile generation unit leasing and operation. The Rider would recover approximately \$1.07 million.

The resolution authorizes the City to join with the Steering Committee of Cities Served by Oncor ("OCSC") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

Resolution

SEAGOVILLE CITY COUNCIL

RESOLUTION NO. ___-R-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR AND UPDATE GENERATION RIDERS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Seagoville, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC. ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("OCSC"), a membership of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about June 29, 2023, Oncor filed with the City an Application to Amend its Distribution Cost Recovery Factor and Update Mobile Generation Riders, PUC Docket No. 55190, seeking to increase electric distribution rates by approximately \$152.78 million and update Oncor's Rider Mobile Generation and Rider Wholesale Mobile Generation to recover \$1.07 million related to mobile generation facilities; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, OCSC is coordinating its review of Oncor's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, OCSC members and attorneys recommend that members deny the DCRF.

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

SECTION 1. That the City is authorized to participate with Cities in PUC Docket No. 55190.

SECTION 2. That subject to the right to terminate employment at any time, the City hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

SECTION 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

SECTION 4. That the Company shall continue to charge its existing rates to customers within the City.

SECTION 5. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of presentation of an invoice to Oncor.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. That a copy of this Resolution shall be sent to J. Michael Sherburne, Vice President – Regulatory, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202; to Tab R. Urbantke, Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75202; and to Thomas L. Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

DULY PASSED by the City Council of the City of Seagoville on the 21th day of August 2023.

APPROVED:

Lackey Stepper Sebastian
Mayor

ATTEST:

Sara Egan
City Secretary

APPROVED AS TO FORM:

Victoria Thomas
City Attorney
(8.2.2023:cdb)

Regular Session Agenda Item: 12A

Meeting Date: August 21, 2023

ITEM DESCRIPTION:

Discuss and consider approving a professional services agreement for residential building plan review services on a defined scope of services basis with Ladis Barr and authorizing the city manager to sign; providing a repealing clause; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The attached professional services agreement will allow City Staff to engage with Ladis Barr (professional) on the residential building plan review projects. The professional will bill the City at an hourly rate of \$75 per hour of work completed. Staff has identified an existing budget line item within the Building Inspection and Services Department budget; this line item, Other Professional Fees, will be used to pay for the hourly plan review services.

Plan review of residential construction will be performed to verify compliance with the City's locally adopted ordinances, codes, and amendments, the International Residential Code, the International Building Code, the International Fuel Gas Code, International Fire Code, International Property Maintenance Code, International Plumbing Code, International Mechanical Code, International Energy Conservation Code, International Swimming Pool and Spa Code, and International Existing Building Code, International Code Council Performance Code, International Wildland-Urban Interface Code, International Zoning Code, International Private Sewage Disposal Code, and the National Electrical Code as adopted and amended by the City.

The proposed agreement is for a period of one (1) year, with two additional one (1) year extensions.

FINANCIAL IMPACT:

The proposed hourly plan review rate is \$75.00 per hour. The City will be billed monthly at a minimum increment of .25 hours. "Other Professional Fees", from the Building Inspection and Services Department budget can be utilized to pay for the anticipated costs.

RECOMMENDATION:

Staff recommends approval of the proposed agreement.

EXHIBITS:

1. Professional Services Agreement – Ladis Barr

STATE OF TEXAS §
 § **AGREEMENT FOR PROFESSIONAL SERVICES**
COUNTY OF DALLAS §

This agreement (“Agreement”) is made by and between the City of Seagoville, Texas (“City”) and Ladis Barr (“Professional”) acting by and through their authorized representatives.

Recitals:

WHEREAS, City desires to engage the services of Professional as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Professional desires to render professional services to perform plan review services of building plans, including single family residential, multi-family residential, and commercial plans and permits and ensuring compliance of the building codes as adopted and amended by the City in accordance with the terms and conditions set forth in this Agreement;

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

Article I
Term

1.1 The term of this Agreement shall be for a period of one (1) year, which shall commence upon execution of this Agreement by all parties, unless sooner terminated as provided herein. The City has the option to renew the term of this Agreement for two (2) additional terms of one (1) year each, on the same terms and conditions set forth herein. City shall exercise that option, if at all, by providing written notice to Professional of such exercise of the option to renew not less than thirty (30) days prior to the date that the then-current term would otherwise expire

1.2 Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party. In the event of such termination, Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

Article II
Scope of Services

2.1 Professional shall provide the services specifically set out in Exhibit “A” (the “Services”).

2.2 The parties acknowledge and agree that any and all opinions provided by Professional represent the best judgment of Professional.

2.3 All information, documents, materials and reports provided to and/or prepared by Professional in connection with this Agreement or the Services are and shall remain the property of the City. City shall have the right to publish, disclose, distribute and otherwise use such materials and reports in accordance with Professional Practice Act of the State of Texas. Professional shall upon completion of the services, or earlier termination, provide City with reproductions of all information, documents, materials, reports, and exhibits provided to and/or prepared by Professional pursuant to this Agreement, and in electronic format if requested by City.

2.4 Professional and City agree that the final approval and interpretive authority for all plan review and permitting rests with the City.

Article III Schedule of Work

Professional agrees to commence the Services upon written direction from City and to complete the required services in accordance with a work schedule established by City.

Article IV Compensation and Method of Payment

4.1 City shall compensate Professional for the Services at a rate of seventy-five (\$75.00) per hour.

4.2 Professional shall provide to City, on a monthly basis, an itemized invoice which describes each Service provided, the date the Service was provided, and the amount of time spent in provision of the Service. Professional shall bill in a minimum increment of 0.25 hours. City shall compensate Professional for Services provided pursuant to this Agreement and, as set forth in this Article, within thirty (30) days after receiving Professional's invoice, provided there are no errors or discrepancies and that all work noted on the invoice has been completed.

4.3 Professional shall be responsible for all expenses incurred in providing the Services or otherwise related to the services provided pursuant to this Agreement including, but not limited to, travel, mileage, meals, telephone, internet, copying, and email charges.

Article V Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Professional may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article VI
Devotion of Time; Personnel; and Equipment

6.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City; and, without decreasing the effectiveness of the performance of services required under this Agreement.

Article VII
Miscellaneous

7.1 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.

7.2 Assignment. Professional may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by 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.

7.3 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.

7.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

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

7.6 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.

7.7 Independent Contractor. Professional acknowledges that it is an independent contractor of the City and that it is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of Professional.

7.8 Third-Party Beneficiary. Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third-party against either the City or Professional.

7.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile 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 set forth herein:

If intended for City to
Attn: Patrick Stallings
City of Seagoville
702 N. Highway 175
Seagoville, Texas 75159

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

If intended for Professional to:
Attn: Ladis Barr
156 Spring Grove Drive,
Waxahachie, Texas 75165

7.10 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.

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

7.12 Audits and Records. Professional agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

7.13 Conflicts of Interests. Professional represents that no official or employee of Professional has any direct or indirect pecuniary interest in this Agreement.

7.14 Compliance with Federal, State & Local Laws. Professional shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

7.15 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism, loss of communication and/or signal transmission lines or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

(signature page to follow)

EXECUTED this _____ day of _____, 2023.

City of Seagoville, Texas

By: _____
Patrick Stallings, City Manager

Approved as to form:

By: _____
Victoria Thomas, City Attorney

EXECUTED this _____ day of _____, 2023.

Ladis Barr

**Exhibit “A”
Scope of Work**

Plan review of residential construction will be performed to verify compliance with the City’s locally adopted ordinances, codes, and amendments, the International Residential Code, the International Building Code, the International Fuel Gas Code, International Fire Code, International Property Maintenance Code, International Plumbing Code, International Mechanical Code, International Energy Conservation Code, International Swimming Pool and Spa Code, and International Existing Building Code, International Code Council Performance Code, International Wildland-Urban Interface Code, International Zoning Code, International Private Sewage Disposal Code, and the National Electrical Code as adopted and amended by the City.

Plan review shall be performed within ten (10) business days starting the day after the plan is received by Professional. All reasonable effort shall be made by Professional to perform plan reviews in less than ten business days when, at the request of the City, there is need for immediate Services.

Plan review may, at Professional’s option, be performed using the City’s permitting software.

Professional will provide City with plan review comments via email and/or attached to permitting software. This will be provided per the City’s instructions.

The final approval and interpretive authority for all plan review and permitting rests with the City.

Regular Session Agenda Item: 12B

Meeting Date: August 21, 2023

ITEM DESCRIPTION:

Discuss and consider approving a professional services agreement for residential building plan review services on a defined scope of services basis with Betty Floyd and authorizing the city manager to sign; providing a repealing clause; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The attached professional services agreement will allow City Staff to engage with Betty Floyd (professional) on residential building plan review projects. The professional will bill the City at an hourly rate of \$75 per hour of work completed. Staff has identified an existing budget line item within the Building Inspection and Services Department budget; this line item, Other Professional Fees, will be used to pay for the hourly plan review services.

Plan review of residential construction will be performed to verify compliance with the City's locally adopted ordinances, codes, and amendments, the International Residential Code, the International Building Code, the International Fuel Gas Code, International Fire Code, International Property Maintenance Code, International Plumbing Code, International Mechanical Code, International Energy Conservation Code, International Swimming Pool and Spa Code, and International Existing Building Code, International Code Council Performance Code, International Wildland-Urban Interface Code, International Zoning Code, International Private Sewage Disposal Code, and the National Electrical Code as adopted and amended by the City.

The proposed agreement is for a period of one (1) year, with two additional one (1) year extensions.

FINANCIAL IMPACT:

The proposed hourly plan review rate is \$75.00 per hour. The City will be billed monthly at a minimum increment of .25 hours. "Other Professional Fees", from the Building Inspection and Services Department budget can be utilized to pay for the anticipated costs.

RECOMMENDATION:

Staff recommends approval of the proposed agreement.

EXHIBITS:

1. Professional Services Agreement – Betty Floyd

STATE OF TEXAS §
 § **AGREEMENT FOR PROFESSIONAL SERVICES**
COUNTY OF DALLAS §

This agreement (“Agreement”) is made by and between the City of Seagoville, Texas (“City”) and Betty Floyd (“Professional”) acting by and through their authorized representatives.

Recitals:

WHEREAS, City desires to engage the services of Professional as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Professional desires to render professional services to perform plan review services of building plans, including single family residential, multi-family residential, and commercial plans and permits and ensuring compliance of the building codes as adopted and amended by the City in accordance with the terms and conditions set forth in this Agreement;

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

Article I
Term

1.1 The term of this Agreement shall be for a period of one (1) year, which shall commence upon execution of this Agreement by all parties, unless sooner terminated as provided herein. The City has the option to renew the term of this Agreement for two (2) additional terms of one (1) year each, on the same terms and conditions set forth herein. City shall exercise that option, if at all, by providing written notice to Professional of such exercise of the option to renew not less than thirty (30) days prior to the date that the then-current term would otherwise expire

1.2 Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party. In the event of such termination, Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

Article II
Scope of Services

2.1 Professional shall provide the services specifically set out in Exhibit “A” (the “Services”).

2.2 The parties acknowledge and agree that any and all opinions provided by Professional represent the best judgment of Professional.

2.3 All information, documents, materials and reports provided to and/or prepared by Professional in connection with this Agreement or the Services are and shall remain the property of the City. City shall have the right to publish, disclose, distribute and otherwise use such materials and reports in accordance with Professional Practice Act of the State of Texas. Professional shall upon completion of the services, or earlier termination, provide City with reproductions of all information, documents, materials, reports, and exhibits provided to and/or prepared by Professional pursuant to this Agreement, and in electronic format if requested by City.

2.4 Professional and City agree that the final approval and interpretive authority for all plan review and permitting rests with the City.

Article III Schedule of Work

Professional agrees to commence the Services upon written direction from City and to complete the required services in accordance with a work schedule established by City.

Article IV Compensation and Method of Payment

4.1 City shall compensate Professional for the Services at a rate of seventy-five (\$75.00) per hour.

4.2 Professional shall provide to City, on a monthly basis, an itemized invoice which describes each Service provided, the date the Service was provided, and the amount of time spent in provision of the Service. Professional shall bill in a minimum increment of 0.25 hours. City shall compensate Professional for Services provided pursuant to this Agreement and, as set forth in this Article, within thirty (30) days after receiving Professional's invoice, provided there are no errors or discrepancies and that all work noted on the invoice has been completed.

4.3 Professional shall be responsible for all expenses incurred in providing the Services or otherwise related to the services provided pursuant to this Agreement including, but not limited to, travel, mileage, meals, telephone, internet, copying, and email charges.

Article V Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Professional may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article VI
Devotion of Time; Personnel; and Equipment

6.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City; and, without decreasing the effectiveness of the performance of services required under this Agreement.

Article VII
Miscellaneous

7.1 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.

7.2 Assignment. Professional may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by 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.

7.3 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.

7.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

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

7.6 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.

7.7 Independent Contractor. Professional acknowledges that it is an independent contractor of the City and that it is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of Professional.

7.8 Third-Party Beneficiary. Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third-party against either the City or Professional.

7.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile 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 set forth herein:

If intended for City to
Attn: Patrick Stallings
City of Seagoville
702 N. Highway 175
Seagoville, Texas 75159

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

If intended for Professional to:
Attn: Betty Floyd
1747 US Highway 69,
Denison, Texas 75021

7.10 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.

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

7.12 Audits and Records. Professional agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

7.13 Conflicts of Interests. Professional represents that no official or employee of Professional has any direct or indirect pecuniary interest in this Agreement.

7.14 Compliance with Federal, State & Local Laws. Professional shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

7.15 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism, loss of communication and/or signal transmission lines or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

(signature page to follow)

EXECUTED this _____ day of _____, 2023.

City of Seagoville, Texas

By: _____
Patrick Stallings, City Manager

Approved as to form:

By: _____
Victoria Thomas, City Attorney

EXECUTED this _____ day of _____, 2023.

Betty Floyd

**Exhibit “A”
Scope of Work**

Plan review of residential construction will be performed to verify compliance with the City’s locally adopted ordinances, codes, and amendments, the International Residential Code, the International Building Code, the International Fuel Gas Code, International Fire Code, International Property Maintenance Code, International Plumbing Code, International Mechanical Code, International Energy Conservation Code, International Swimming Pool and Spa Code, and International Existing Building Code, International Code Council Performance Code, International Wildland-Urban Interface Code, International Zoning Code, International Private Sewage Disposal Code, and the National Electrical Code as adopted and amended by the City.

Plan review shall be performed within ten (10) business days starting the day after the plan is received by Professional. All reasonable effort shall be made by Professional to perform plan reviews in less than ten business days when, at the request of the City, there is need for immediate Services.

Plan review may, at Professional’s option, be performed using the City’s permitting software.

Professional will provide City with plan review comments via email and/or attached to permitting software. This will be provided per the City’s instructions.

The final approval and interpretive authority for all plan review and permitting rests with the City.

Regular Session Agenda Item: 16

Meeting Date: August 21, 2023

ITEM DESCRIPTION:

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

BACKGROUND OF ISSUE:

The proposed ordinance will require establishing regulations and permit requirements on some events, activities, or gatherings in the city due to their size or special requirements. In order to address these concerns and foster a vibrant, active and safe community, the City Council finds that it may be in the best interest of the citizens of the City of Seagoville to establish these regulations and permit requirements for the governance of various events, gatherings, or activities held in the City limits that may have a detrimental impact on public resources or pose a danger to public health, safety and welfare.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

Staff recommends approval of the ordinance.

EXHIBITS:

1. Proposed ordinance

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____-2023

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF SEAGOVILLE, BY ADDING A NEW ARTICLE 7.11 “MASS GATHERINGS” TO CHAPTER 7 “BUSINESS REGULATIONS”; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to encourage special events and activities that benefit the city, stimulate economic growth and provide a vibrant, active community for all citizens; and

WHEREAS, the City Council desires that such events and activities be conducted in a manner that provides for the protection, preservation, and promotion of the physical health and safety of the public; and

WHEREAS, the City Council has determined that some events, activities or gatherings, due to their size or special requirements, may place unique demands on public resources or pose a danger to public health, safety and welfare; and

WHEREAS, in order to address these concerns and foster a vibrant, active and safe community, the City Council finds that it is in the best interest of the citizens of the City of Seagoville to establish regulations and permit requirements for the governance of various events, gatherings, or activities held in the City limits that may have a detrimental impact on public resources or pose a danger to public health, safety and welfare;

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

SECTION 1. The findings and facts recited above are found to be true and correct and are incorporated by this reference herein.

SECTION 2. The Code of Ordinances of the City of Seagoville, Texas is hereby amended by adding a new Article 7.11 “Mass Gatherings” to Chapter 7 “Business Regulations” to read in its entirety as follows:

"CHAPTER 7 BUSINESS REGULATIONS

...

ARTICLE 7.11 MASS GATHERINGS

Division 1. General Provisions

Sec. 7.11.001 Purpose

Some gatherings, due to their size and/or special requirements, may place unique demands on public resources or pose a danger to public health, safety and welfare. The purpose of this Article is to make provision for and address these demands on public resources and to ensure that the public health, safety and welfare are protected. The provisions of this Article are not intended to place an unnecessary burden on any individual's right to association or freedom of expression.

Sec. 7.11.002 Definitions

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City Manager. Means the City Manager of the City or his/her designee.

Concert. Means a live musical performance held inside the city limits of the City of Seagoville that attracts or is expected to attract more than 3,000 persons and at which the persons will remain for more than four (4) continuous hours or for any amount of time during the period beginning at 10:00 p.m. and ending at 4:00 a.m.

Director. Means the Director of Community Development for the City or his/her designee.

Demonstration. Means a gathering, including a protest or rally, the sole or principal purpose of which is the expression, dissemination, or communication, by verbal, visual, literary, or auditory means of opinion, views or ideas and/or public display of the attitude of assembled persons toward a person, cause, issue or other matter.

Expected Total Attendance. Means the estimated attendance at a mass gathering estimated by the applicant on the application. Expected total attendance includes all event staff, vendors, operators, spectators, participants, entertainers, performers, and attendees.

Mass gathering. Means a Concert or Non-Concert event, as defined herein and includes recurring mass gatherings.

Non-Concert event. Means any gathering, activity, or event, other than a Concert, held inside the city limits of the City of Seagoville that:

- (1) attracts or is expected to attract:
 - a. more than 500 persons or
 - b. more than 300 persons if it is planned or may reasonably be expected that alcoholic beverages will be sold, served, or consumed at or around the gathering; and
- (2) at which the persons will remain for more than four (4) continuous hours

or for any an amount of time during the period beginning at 10:00 p.m. and ending at 4:00 a.m.

Permit. Means written approval of the Director to hold a mass gathering or recurring mass gathering and providing the conditions, if any, attached to such approval.

Person. Means an individual, group of individuals, firm, corporation, partnership, association, company, or other business or organizational entity.

Promote. Means to organize, manage, finance, conduct, provide the venue for, or hold.

Promoter. Means a person who promotes a mass gathering.

Recurring mass gathering. Means any mass gathering, as defined herein, that will be repeated on a regular basis (*e.g.* weekly, monthly, etc.), to occur more than once in a one-year period from the date of permit issuance.

Sec. 7.11.003 Application of Article; exemptions

All mass gatherings, except for the following must conform to the applicable provisions of this Article:

- (a) a mass gathering sponsored, in whole or in part, by the City;
- (b) a mass gathering sponsored by Dallas County, Kaufman County, the State of Texas, or the United States federal government;
- (c) a mass gathering held or conducted, with City permission, on City-owned, public property;
- (d) a mass gathering held or conducted by the Armed Forces of the United States of America or the military forces of the State of Texas;
- (e) a lawful, peaceful protest, demonstration or rally (organizers of such lawful protest, demonstration or rally shall contact the City Manager's office to verify that no events are scheduled in the areas where the protests, demonstrations or rallies are planned and to ensure public safety precautions are in place);
- (f) Educational or school activities and youth athletic and/or sporting events; and
- (g) a mass gathering exempted by City Council resolution.

Sec. 7.11.004 General Authority

- (a) The Director shall implement, administer and enforce the provisions of this Article. The Director has the authority to issue a mass gathering permit that authorizes one or more mass gatherings described in this Article when the requirements of this Article have been met.
- (b) The provisions of this Article are cumulative of all city ordinances. Building permits, food establishment permits, alcoholic beverage licenses, and all other

permits and licenses required by city ordinance or other local, state, or federal law for the event(s) or activity(s) planned to be conducted in conjunction with or as a part of a mass gathering event must be applied for and obtained separately and in accordance with the applicable city ordinance or other governing law. The Director shall coordinate applications for any city-issued permit(s) or license(s) required in addition to the mass gathering permit.

- (c) The Director is authorized to install or direct the installation of temporary traffic control signs, devices, and/or markings relating to the control of the speed, movement, and parking of motor vehicles in association with traffic anticipated to be generated by a mass gathering for which a permit has been or will be granted. A temporary traffic control sign, device, or marking shall have the same effect as a traffic control sign, device or marking authorized to be placed by the traffic engineer pursuant to this Code of Ordinances.

Sec. 7.11.005 - 7.11.010 Reserved

Division 2. Permits

Sec. 7.11.011 Permit requirement

Except as specifically exempted pursuant to section 7.11.003 of this Article, it shall be unlawful for any person to promote a mass gathering or recurring mass gathering without having first obtained a mass gathering permit or recurring mass gathering permit issued under this Article by filing a written application and paying the applicable fee. A mass gathering permit shall allow the permit holder to conduct one mass gathering event on the date and at the times stated on the permit, not to exceed a duration of fourteen (14) consecutive days. A recurring mass gathering permit shall allow the permit holder to conduct repeated instances of a mass gathering on a recurring basis for a period of one year. The permit fee shall be set, from time to time, by the City Council and shall be included in the City's Master Fee Schedule.

Sec. 7.11.012 Application Procedure

- (a) At least 45 days before the date on which a mass gathering will be held, the promoter shall file a permit application with the Director. The Director may, but is not required to, accept an application filed at least 30 days prior to the date upon which the mass gathering will be held; however, in that situation, the applicant acknowledges that the required inspections and review process may not be completed in time to allow for authorization and permitting.
- (b) The mass gathering permit application must contain the following items:
 - (1) The promoter's name, address, e-mail address, and telephone number;
 - (2) The location, address, and description of the property on which the mass gathering will be held;

- (3) The name, address, e-mail address, and telephone number of the owner of the property on which the mass gathering will be held;
- (4) If the promoter is not the property owner, a notarized, signed agreement between the Promoter and the property owner authorizing the promoter to conduct the mass gathering on the property;
- (5) a copy of the current, valid certificate of occupancy for the location at which the mass gathering will be held;
- (6) The name, type and purpose of the mass gathering event;
- (7) The dates and times that the mass gathering will be held;
- (8) The expected total attendance for the mass gathering;
- (9) The maximum number of persons the Promoter will allow to attend the mass gathering and the plan the Promoter intends to use to limit attendance to that number;
- (10) The name, address, e-mail address, and telephone number of each entertainer or other performer who has agreed to appear at the mass gathering and the name, address, e-mail address, and telephone number of each entertainer or performer's agent;
- (11) A copy or summary description of each agreement between the promoter and an entertainer or performer;
- (12) A site plan of the proposed location for the mass gathering upon which is indicated all permanent and temporary structures, tents, awnings, canopies, food service booths, stages, fences, barricades, restroom facilities (including restroom facilities that are compliant with the Americans with Disabilities Act of 1990), loudspeakers (including orientation of loudspeakers), and lighting for outdoor activities or functions to be utilized for the mass gathering;
- (13) Details of the proposed location, number and size of any signage for the mass gathering;
- (14) A description of any live animals that will be present at the mass gathering and the plan for the care of the animals, including sanitation and waste removal;
- (15) A written public safety plan to be put into effect by the promoter for the mass gathering to ensure public safety at the mass gathering and to address the following:
 - a. Security/police plan for the mass gathering location, to include identification of the sufficient number of security and/or police

personnel that will be provided by Promoter to properly secure and police the event and to prevent interruption of normal police protection for the City, to provide security, traffic and crowd control in connection with the mass gathering, in accordance with the following:

Number of Expected Participants	Minimum Number of Officers or Security Required
0 to 250	0-2
251 to 1,500	2
1,501 to 3,000	4
3,001 to 5,000	6
Over 5,000	6 plus 1 police officer for every 1,000 participants and spectators over 5,000

The Promoter, upon recommendation of the Chief of the Seagoville Police Department, may require a number of police officers or licensed security personnel, in addition to those required in this section if:

- (1) Any alcoholic beverage is sold, served, or otherwise made available at the mass gathering;
- (2) Special needs for increased security, crowd control, or traffic control are created by:
 - (A) The topography or size of the mass gathering location;
 - (B) Weather conditions at the mass gathering; or
 - (C) The date and/or time of day during which the mass gathering is conducted;
- (3) The mass gathering requires street closures or rerouting of vehicular or pedestrian traffic; or
- (4) The history of the particular mass gathering indicates that a greater number of police officers or licensed security personnel are required to protect the public health, safety, and welfare.

The police officers or licensed security personnel required to be provided at a mass gathering by this section must be sworn peace officers or licensed security personnel;

- b. Fire protection plan for the mass gathering location, including a plan for prevention of fires and adequate protection of persons and property in the event of fire, including without limitation, adequate exits, fire extinguishers, adequate access for fire trucks and emergency vehicles, and the location of all fire-hydrants;
 - c. Emergency medical services plan for the mass gathering location to provide adequate emergency medical services at the mass gathering;
 - d. Identification of public assembly areas;
 - e. Concession services plan including, at a minimum, including the plan for vendor and food and/or beverage concession distribution in compliance with health and safety requirements,
 - f. Sanitation plan to ensure the highest standards of cleanliness and sanitation are maintained at the mass gathering, including adequate restroom facilities, a plan to empty refuse containers frequently to prevent overflow, and identification of measures for reduction of spread or incidence of communicable diseases and reduction of hazards and pollution of the environment;
 - g. Severe weather or emergency evacuation or shelter plans; and
 - h. the need for the presence of law enforcement, fire protection, and emergency services personnel at the event.
- (16) A written traffic control plan to be put into effect by the promoter for the mass gathering to provide for the safe and orderly movement of traffic at and near the location of the mass gathering. The traffic control plan must include:
- (a) the number of motor vehicles anticipated at the mass gathering;
 - (b) identification (on a site plan or otherwise) of all streets, alleys, or other thoroughfares and pedestrian ways that will be impacted by anticipated vehicular traffic,
 - (c) all points of ingress and egress into the mass gathering,
 - (d) procedures that promoter will employ to avoid traffic entering or leaving the mass gathering impacting other streets, alleys, roadways, or thoroughfares;
 - (e) parking plan, indicating that sufficient parking has been provided to accommodate the projected number of users with a ten (10%) percent surplus. If parking is to be on private property adjacent to the event location, written evidence that the promoter has a right of possession of the property through ownership, lease, license or other agreement

must be provided. When the location designated for parking of motor vehicles is not an established parking area, a plan shall also be submitted which shows how the needed parking will be achieved and arranged. The number of parking spaces and layout of the parking area, including aisle widths and size of parking spaces, shall be included in the submittal. If parking is provided off-site, details for transport of persons from the off-site parking to the mass gathering location must be included.;

- (f) a site plan showing where “No Parking” signs will be posted and additionally showing all fire lanes and describing the measures that will be employed to maintain the fire lanes free and clear of obstructions, including but not limited to parked motor vehicles;
 - (g) the plan for directing of both attendees and motor vehicles safely entering, leaving, or upon the location of the mass gathering;
 - (h) all equipment that will be used to control traffic and procedures that will be employed to avoid back-up of traffic affecting city or state streets, highways, or other thoroughfares;
 - (i) identification of procedures that will be employed by promoter to provide adequate and prompt ingress and egress at the location of the mass gathering for emergency vehicles, including police, fire protection, and emergency medical services; and
 - (j) the plan for movement of firefighting equipment, police response vehicles, and/or emergency medical services vehicles in route to an emergency such that the concentration of people, animals or vehicles at the mass gathering will not unduly interfere with proper fire and police protection or ambulance service to areas near the mass gathering location;
- (17) Copies of all agreements for provision of police, security, emergency services, barricade, traffic control, litter collection, and/or trash removal services for the mass gathering.
- (c) Upon receipt of a complete permit application, the Director shall forward a copy of the application to the building official, fire marshal, fire chief, police chief, public works director, health and safety director, and code enforcement director and any other applicable city departments. Each official and any other applicable department shall review the application and return it, with any comments, to the Director within 10 working days of receipt. The Director and city department heads may prescribe licenses, permits and authorizations required by other city ordinances or applicable law, restrictions, regulations, safeguards, and other conditions necessary for the safe and orderly conduct of a mass gathering to be incorporated into the permit before issuance.
- (d) After reviewing the application and comments, the Director shall determine whether the application and plans meet City safety and other requirements. The applicant may be requested to modify an application to meet the requirements of this Article. Should any of the submitted plans fail to give, and, after notice, the applicant is unable to provide adequate assurances that the plans will be

implemented and carried out, the permit application may be denied.

- (e) After review, unless denial is required by this Article, a mass gathering permit will be issued in conformance with the requirements of this Article and for a period not to exceed four consecutive days and shall be valid only on the dates stated on the permit.

Sec. 7.11.013 Recurring Mass Gathering Application and Plans

For a recurring mass gathering, the promoter will be required to submit an application for a recurring mass gathering permit and to file with the Director a General Site Plan, a General Public Safety Plan, and a General Traffic Control Plan meeting the requirements of this Article and indicate thereon that the Promoter is submitting the plans as “General” plans to be utilized for each instance of the recurring mass gathering for the one-year period to be covered by the applicable permit. Should the nature or character of the recurring mass gathering change (for instance, by the addition of an entertainment activity) and significantly (by more than 25%) increases the expected total attendance for the particular instance of the recurring mass gathering, the Promoter will be required to submit revised event-specific plans for each such substantially changed mass gathering event.

Sec. 7.11.014 Standards for Issuance of Permit

A promoter shall submit a complete application in conformance with this Article and shall submit plans and conduct a mass gathering in such a way that it:

- a. Will plan for and facilitate the safe and orderly movement of traffic at and near its location;
- b. Will plan for and provide sufficient number of security and police personnel to properly secure and police the mass gathering location and adjacent areas to prevent disruption of normal police protection within the City;
- c. Will plan for and provide sufficient ambulance service to the event and the adjacent areas to prevent interruption of normal ambulance service to the rest of the city;
- d. Will plan for and provide the movement of firefighting equipment in route to an emergency on the mass gathering location site or otherwise, so as to not unduly interfere with proper fire and police protection to areas near such mass gathering; and
- e. Will plan and provide for the overall health, safety and security of patrons and participants.

Sec. 7.11.015 Denial or revocation of Permit

- (a) The Director may deny a mass gathering permit if:
 - a. The event will conflict in time and/or location with another event for which a permit has already been issued;
 - b. The event will conflict in time and location with a planned city event or planned city co-sponsored event;
 - c. The promoter does not submit a complete application with satisfactory plans and supporting information as required under this Article;
 - d. The promoter fails to comply with or the event will violate an ordinance

- of the city or any other applicable law;
 - e. The promoter makes or permits the making of a false or misleading statement or omission of material fact on any application for a mass gathering;
 - f. The promoter has been issued a citation for violating this ordinance or has had a permit revoked within the preceding 12 months;
 - g. The promoter fails to provide proof of a license or permit required by this or any other city ordinance or by state or federal law;
 - h. The mass gathering event, in the opinion of one or more city department directors, would severely hinder the delivery of normal or emergency services or constitutes a threat to the public health, safety and/or welfare; or
 - i. Insurance requirements have not been met by the promoter.
- (b) A mass gathering permit shall be revoked by the Director upon occurrence of the following:
- a. The Director or a city department director (i) finds that any of the provisions of this Article, any city ordinance, state law, or federal law is being violated; or (ii) deems any part of the mass gathering event unsafe or a threat to public health, safety and/or general welfare.
 - b. In the judgment of the Director or a city department director a violation exists which requires immediate abatement to protect the health, safety and/or general welfare of the public; or
 - c. The promoter made or permitted to be made a false or misleading statement or omission of material fact on any application for any city permit.
- (c) Prior to denial of a permit, the Director shall consider alternatives to the time, place, or manner of the event that will allow the event to occur without posing a threat to health, safety, or general welfare of the public or otherwise violating local, state or federal law.

Sec. 7.11.016 Appeals

Decisions of the Director regarding issuance, denial, or revocation of a permit or the imposition of costs, additional restrictions or conditions upon the granting of a permit may be appealed to the City Manager or his or her designee. Such appeal shall be in writing and shall be filed with the City Secretary’s Office within five (5) business days after the issuance of the decision from which the appeal is taken. When making a determination regarding the appeal, the City Manager shall consider the application under the standards provided in this Article and may sustain, overrule, or modify the decision. The decision of the City Manager shall be issued within five (5) business days and shall be final.

Sec. 7.11.017 – 7.11.020 Reserved

Division 3. Special Provisions

Sec. 7.11.021 City authority over parking

The city shall have authority, when reasonably necessary as determined by the fire marshal, chief of police, or director of public works, to establish temporary fire lanes

or no parking zones and prohibit or restrict the parking of vehicles along a street or highway or part thereof adjacent to the site of the mass gathering. The City shall post signs to such effect and it shall be unlawful for any person to stop, stand, park, or leave unattended any vehicle in violation thereof.

Sec. 7.11.022 Amusement rides

Rides and/or attractions associated with mass gatherings shall conform to the statutory rules and regulations set forth in Chapter 2151 of the Texas Occupations Code, as amended (the “Amusement Ride Safety Inspection and Insurance Act”). Copies of inspection reports shall be required. Amusement rides in enclosed areas greater than one thousand (1,000) square feet are required to be fire sprinkler protected. Amusement rides shall conform to the statutory rules and regulations set forth in applicable state law.

Sec. 7.11.023 Hours of operation

The City will establish the hours of operation of a mass gathering upon review of the location, the promoter’s desired time of operation, type of event, safety of the event and proximity to residential properties.

Sec. 7.11.024 Tents, canopies and temporary structures

Any mass gathering which includes the use of a tent, canopy, or temporary structure shall meet the requirements of the Fire Code and a separate permit may be required along with a mass gathering permit. Fire lanes for emergency equipment must be provided and the site prepared in a manner so as not to be a fire hazard as determined by the fire department.

Sec. 7.11.025 Food and/or Beverage service

If food and/or beverage service is provided, said operation(s) shall be in compliance with all provisions of the food preparation and food establishment ordinances of the City as well as with all other applicable local, state, and federal laws.

Sec. 7.11.026 Sanitary facilities

A sufficient number of permanent and/or portable sanitary restroom facilities must be provided on the premises of the mass gathering as determined necessary by the City. Portable sanitary facilities shall be maintained in a sanitary manner at all times.

Sec. 7.11.027 Animal waste

Waste from animals used in any mass gathering event shall be removed daily from the grounds. Should animals be kept within the city limits at night, they shall be kept not less than 300 feet from any developed residential or commercial districts. Management of animal waste shall comply with all local, state and federal stormwater regulations.

Sec. 7.11.028 Trash disposal

Trash disposal containers must be provided on-site for all outdoor mass gathering events and shall be maintained to prevent trash from being dispersed by wind or rain to storm drains, streams, or other properties.

Sec. 7.11.029 Loudspeakers; noise

When loudspeakers or any sound amplifying device is used in conjunction with a mass gathering event, the location and orientation of these devices, the planned hours of use, shall be indicated on the site plan required under this Article. Only devices that do not adversely affect any residential district may be considered. Permit holders, loudspeaker operators, performers and participants shall comply with all city noise ordinances.

Sec. 7.11.030 Public safety personnel and equipment

- (a) Promoter shall be responsible for provision of and for the cost of providing all required public safety personnel and equipment deemed necessary for the mass gathering by the Director.

- (b) The objective standards used to determine the number of law enforcement officers and fire/EMS operation personnel required for a mass gathering shall be as follows:
 - 1. General traffic conditions in the area of the event, both vehicular and pedestrian;
 - 2. Duration of the event;
 - 3. Expected total attendance;
 - 4. Whether any or all of a public right-of-way will be closed;
 - 5. Uses adjacent to the event, such as residential or commercial areas;
 - 6. Day and time of the event (including weather conditions);
 - 7. Availability of alcoholic beverages for consumption at the event;
 - 8. Fireworks at the event;
 - 9. Wild or undomesticated animals at the event;
 - 10. Need for safety zones (such as for fireworks launch, balloon or helicopter landing, etc.);
 - 11. Emergency evacuation management;
 - 12. Parking; and
 - 13. Crime prevention.

Sec. 7.11.031 Indemnification

The promoter shall sign an agreement to indemnify and hold harmless the city, its officers, officials, employees, agents, and representatives against all claims of liability and causes of action for injury or damage to persons or property arising out of the mass gathering event.

Sec. 7.11.032 Permit fees and costs

Permit fees established by the City Council under this Article do not include any costs for police, fire and/or emergency medical services operation or other city services required for the mass gathering event. The permit fee for a mass gathering event permit shall be \$250.00 per application and the permit fee for a recurring mass gathering permit shall be \$500.00 per application. These fees shall be set forth in the

City's Master Fee Schedule and may be amended from time to time by the City Council by ordinance.

Sec. 7.11.032 – 7.11.040 Reserved

Division 4. Offenses and Penalties

Sec. 7.11.041 Offenses; Penalty for violation of article

- (a) A person commits an offense if he:
 - 1. Knowingly commences or holds a mass gathering without a permit or with a permit that has expired or been revoked; or
 - 2. Knowingly violates any terms or provisions of this Article.

- (b) A person who violates a provision of this Article or a requirement of a mass gathering permit is guilty of a separate offense for each day during which the separate violation is committed or continued.

- (c) Each offense is punishable by a fine not to exceed:
 - a. \$2,000 for a violation of a provision of this Article or requirement of a mass gathering permit governing fire safety, zoning, or public safety, health or sanitation, including the dumping of refuse; or
 - b. \$500 for all other violations of this Article or requirements of a mass gathering permit; or
 - c. The fine established pursuant to other applicable ordinance or state law if the violation relates to failure to comply with a temporary traffic control sign, device, or marking installed or placed pursuant to this Article.”

SECTION 3. Any person, firm, or corporation violating any provision of this Ordinance shall be subject, upon conviction, to the same penalty as provided for in the Code of Ordinances, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense.

SECTION 4. All ordinances of the City of Seagoville in conflict with the provisions of this ordinance shall be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict herewith shall remain in full force and effect.

SECTION 5. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 6. This ordinance shall take effect 120 days after its passage and publication of the caption as required by law.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 21st day of August 2023.

APPROVED:

Lackey Stepper Sebastian
Mayor

ATTEST:

Sara Egan
City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas
City Attorney
4857-6859-3775, v. 2