



**SEAGOVILLE CITY COUNCIL
MEETING AGENDA
TUESDAY, SEPTEMBER 01, 2015**

WORK SESSION – 6:30 P.M.

Council Chambers, City Hall
702 N. Hwy 175

AGENDA

1. Discussion of agenda item(s)
2. Star Transit presentation
3. Adjourn

REGULAR MEETING – 7:00 P.M.

Council Chambers, City Hall
702 N. Hwy 175

AGENDA

Invocation
Pledge of Allegiance
Mayor's Report
Recognition of Visitors / Proclamations / Presentations
Citizens Public Comment Period

[Each speaker will be allowed six (6) minutes to address the council on any item on the agenda except for Public Hearing items]

AGENDA (cont'd)

CONSENT AGENDA

- 1C. Approval of minutes.

REPORTS/RECOMMENDATIONS/REQUESTS

2. Conduct a public hearing to receive citizen input on the proposed tax rate of \$0.713800 per \$100 valuation, which exceeds the effective tax rate calculated by the Dallas County Tax Assessor/Collector of \$0.681946 or 4.67%. This rate will raise more revenue from property taxes than last year's budget by an amount of \$120,856.
3. Discuss and consider directing staff on the proposed tax rate of \$0.713800 per \$100 valuation.
4. Conduct a public hearing to receive citizen input on the proposed FY 2015-2016 budget for all City funds. This budget will raise more property taxes than last year's budget by \$120,856 or 3.6%, and of that amount, \$54,251 is tax revenue to be raised from new property added to the tax roll this year.
5. Discuss and consider directing staff on proposed FY 2015 - 2016 budget for all City funds.
6. Discuss and consider approval of three (3) hotel/motel tax receipts grant agreements with Seagoville Chamber of Commerce for the fiscal year October 1, 2015 through September 30, 2016.
7. Discuss and consider Second and Final Reading of an Ordinance amending Chapter 19, Division 2, Rates and Charges, by amending section 19.03.061, Water Rates and Section 19.03.062, Sewer Rates, to provide new rates for water and sewer services within the city; providing for a penalty clause; repealing conflicting ordinances; providing for the publication of the caption hereof; and providing an effective date.
8. Discuss and consider an Ordinance amending Chapter 19, Division 2, Rates and Charges, by amending section 19.02.008, to provide new rates for sanitation services within the city; providing for a penalty clause; repealing conflicting ordinances; providing for the publication of the caption hereof; and providing an effective date.
9. Discuss and consider a Resolution authorizing a collection fee in the amount of thirty percent (30%) of debts and accounts receivable, such as unpaid fines, fees, court costs, forfeited bonds, and restitution ordered paid by a municipal court serving the city, and amounts in cases in which the accused has failed to appear as provided herein; and providing an effective date.

AGENDA (cont'd)

10. Receive Councilmember Reports – Items of community interest regarding which no action will be taken, as authorized by Section 551.0415 of the Government Code.
11. Receive Citizen Comments – Citizens may speak 6 minutes each on any matter, other than personnel matters, or matters under litigation.
12. Receive Future Agenda Items – Items to be placed on a future agenda which no action or discussion will be taken at this meeting.
13. Recess into Executive Session in compliance with Texas Government Code Section 551.074, Personnel, to deliberate the appointment, employment, and hiring of a public officer or employee, to wit: Interim City Manager and City Manager.
14. Discuss any item and/or take any action necessary as a result of the Executive Session.
15. Adjourn.

Posted Thursday, August 27, 2015 by 6:00 P.M.



Dara Crabtree, City Secretary

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 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)

DATES TO REMEMBER

- Monday, September 7, 2015, city offices closed in observance of Labor Day.
- Monday, September 14, 2015 @ 7:00 p.m., City Council meeting.
- Monday, October 5, 2015 @ 7:00 p.m., City Council meeting.
- Monday, October 19, 2015 @ 7:00 p.m., City Council meeting.

Agenda Item 1C

Approval of minutes.

BACKGROUND OF ISSUE:

Approval of minutes for meetings held on August 17, 2015.

FINANCIAL IMPACT:

N/A

**CITY COUNCIL
WORK SESSION
AUGUST 17, 2015**

The City Council held a work session on Monday, August 17, 2015 at 6:34 p.m. with a quorum present, to wit:

Dennis Childress	Mayor
Tommy Lemond	Mayor Pro Tem, absent
Rick Howard	Councilmember
Jose Hernandez	Councilmember
Mike Fruin	Councilmember
Jon Epps	Councilmember

The following staff members were also present: Interim City Manager Pat Stallings, Finance Director Patrick Harvey, HR Director/Risk Manager Cindy Brown, Public Works Director Steve Miller, Library Director Liz Gant, City Attorney Bob Hager and City Secretary Dara Crabtree.

ITEM 2. DISCUSSION OF AGENDA ITEMS.

ITEM 14. Discussion included: designated smoking areas in parks vs. no smoking in the entire park; consider being fair to smokers by designating areas; expense of adding designated smoking area(s) (i.e. receptacle, clean up, signage); vague areas; most cities do not allow smoking on city property or inside city facilities; designating employee smoking area; difficult for employees to remain 25 feet from entrance of city building while on duty; and smokers are used to not being allowed to smoke inside buildings.

ITEM 1. STAFF UPDATES.

Public Works Director Miller provided an update on Ard Road including: recently met with consultant; received proposal from 3rd party to core the road and take a soil sample; soil samples taken on Shady Lane and Catherine Lane; should not be repairing roads every couple of years; common practice to follow road specifications – unique situation with Ard Road; total rebuild of roads will perform core samples; higher specifications more expense and fewer streets repaired; and desire quality, engineering and core samples.

The work session was adjourned at 7:01 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**CITY COUNCIL
REGULAR MEETING
AUGUST 17, 2015**

The City Council held a regular meeting on Monday, August 17, 2015 at 7:08 p.m. with a quorum present, to wit:

Dennis Childress	Mayor
Tommy Lemond	Mayor Pro Tem, absent
Rick Howard	Councilmember
Jose Hernandez	Councilmember
Mike Fruin	Councilmember
Jon Epps	Councilmember

The Invocation was provided by Dr. Don Cole. Mayor Childress led the Pledge of Allegiance.

MAYOR'S REPORT. Mayor Childress reported on recent events including: Coffee with Cop, 3rd Saturday Bulk Trash Day and Empty the Shelter all held on August 15th; and announced the Fall 2015 Citizens Police Academy beginning on September 1st.

Mayor Childress issued proclamations recognizing September as *Blood Cancer Awareness Month*, *Childhood Cancer Awareness Month* and September 7-11, 2015 as *National Payroll Week*.

Interim Police Chief Ray Calverley recognized the following police department personnel: Sgt. Donald Blasingame and Officer Steven Forrest received the Life Saving award for pulling an unconscious person from a burning vehicle; Sgt. Ruben Pena, Cpl. Scott Koger and Reserve Kevin Hopkins received the Certificate of Merit award for outstanding job performance and perseverance in apprehending (2) two armed robbery suspects; and Communication Technicians Becky Vrzak and Zane Anderson received the Certificate of Merit award for obtaining and relaying information in the apprehension of the armed robber suspects.

CITIZENS PUBLIC COMMENT PERIOD (items on the agenda). No one spoke.

ITEM 1. The City Council recessed into Executive Session at 7:24 p.m. in compliance with Texas Government Code:

- (A) Section 551.071, to seek legal advice from City Attorney regarding pending or threatened legal claims and related matters involving the City of Seagoville, Texas, to wit: Cause No. TX-14-40716 *Mary Lucille Trevino Reyes Ruiz, A/K/A Lucille Mary Ruiz, et al., Dallas County, Texas*; to seek legal advice regarding code enforcement land use regulations issues on Georgia Lane; and regarding claims of former employee Larry Graves.
- (B) Section 551.074, Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Seagoville Economic Development Corporation board appointments.

The City Council reconvened into open session at 8:55 p.m.

ITEM 2. No action was taken on any item as a result of the Executive Session.

CONSENT AGENDA.

Councilmember Hernandez made a motion, seconded by Councilmember Howard, to approve Consent Agenda Items 3C through 5C. A vote was cast 4 in favor, 0 against.

ITEM 3C. Approve minutes for meetings held on August 3, 2015 and August 10, 2015.

ITEM 4C. Approve Resolution No. 35-R-15 authorizing the Interim City Manager to execute a contract extension with the Visiting Nurses Association of Texas for congregate meals to eligible senior citizens for fiscal year 2015-2016; providing for repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date.

ITEM 5C. Approve Resolution No. 36-R-15 designating the *Suburbia News* as the City of Seagoville official newspaper.

ITEM 6. Following a discussion, Councilmember Hernandez made a motion, seconded by Councilmember Epps, to table Resolution No. 37-R-15 authorizing the Seagoville Economic Development Corporation to consider a project in accordance with the Texas Local Government Code; and providing an effective date. Councilmember Hernandez amended his motion to table the agenda item and for the project to be rebid with proper bid announcement (advertising), Councilmember Epps agreed to the amendment. A vote was cast 4 for, 0 against.

ITEM 7. Seagoville Economic Development Corporation Board Chair Don Cole provided an overview of the Seagoville Economic Development Corporation's proposed budget for FY 2015-2016.

ITEM 8. Mayor Childress opened the public hearing at 9:04 p.m. to receive citizen input on the proposed tax rate of \$0.713800 per \$100 valuation, which exceeds the effective tax rate calculated by the Dallas County Tax Assessor/Collector of \$0.681946 or 4.67%. This rate will raise more revenue from property taxes than last year's budget by an amount of \$120,856. Terri Ashmore, 605 N. Watson Road, commented on looking at proposed tax rate and budget to consider an increase in the tax rate for city services. The public hearing was closed at 9:06 p.m.

ITEM 9. Mayor Childress opened the public hearing at 9:07 p.m. to receive citizen input on the proposed FY 2015-2016 budget for all City funds. This budget will raise more property taxes than last year's budget by \$120,856 or 3.6%, and of that amount, \$54,251 is tax revenue to be raised from new property added to the tax roll this year. Terri Ashmore, 605 N. Watson Road, commented on giving fire and police personnel a pay increase. The public hearing closed at 9:11 p.m.

ITEM 10. Mayor Childress opened the public hearing at 9:12 p.m. to receive citizen input on the proposed FY 2015-2016 hotel/motel tax budget. Phil Greenawalt, Seagoville Chamber of Commerce, 107 Hall Road provided presentations for the following grant application requests: Mayfest /Cinco de Mayo in the amount of \$6,000; Seagofest in the amount of \$6,000; and Fireworks in the Park in the amount of \$6,000. The public hearing closed at 9:17 p.m.

ITEM 11. Following a discussion, Councilmember Hernandez made a motion, seconded by Councilmember Howard, to direct staff to prepare Hotel/Motel distribution grant agreements for the Chamber of Commerce, Mayfest /Cinco de Mayo, Seagofest and Fireworks in the Park for the total combined amount of \$15,000 for all three (3) grants. A vote was cast 4 for, 0 against.

ITEM 12. Mayor Childress opened the public hearing at 9:23 p.m. to receive citizen input on the water, sewer and sanitation rate increase. No one spoke. The public hearing was closed at 9:23 p.m.

ITEM 13. Councilmember Hernandez made a motion, seconded by Councilmember Epps, to approve the First Reading of Ordinance No. 16-17 amending Chapter 19, Division 2, Rates and Charges, by amending section 19.03.061, Water Rates and Section 19.03.062, Sewer Rates, to provide new rates for water and sewer services within the city; providing for a penalty clause; repealing conflicting ordinances; providing for the publication of the caption hereof; and providing an effective date. A vote was cast 4 for, 0 against.

ITEM 14. Following a discussion, Councilmember Hernandez made a motion, seconded by Councilmember Howard, to approve Ordinance No. 17-15 amending Chapter 13, Offenses and Nuisances, of the Code of Ordinances by adding Article 13.10, Smoking; providing for definitions; prohibiting smoking in City owned facilities and vehicles; providing for the posting of signs; providing for offenses and penalties of a fine not to exceed five hundred dollars (\$500) for each offense; providing a severability clause; providing a savings clause; and providing an effective date with the following amendments to Section 13.10.002, Smoking Regulations: smoking is prohibited in all city owned parks in its entirety and to include wording allowing for a *designated smoking area for employees*. A vote was cast 4 for, 0 against.

ITEM 15. COUNCILMEMBER REPORTS.

Mike Fruin – thanked the police department, police officers and communication technicians on a job well done.

Jon Epps – agreed with Councilmember Fruin’s comment.

ITEM 16. CITIZEN COMMENTS. No one spoke.

ITEM 17. FUTURE AGENDA ITEMS.

Jose Hernandez – requested joint workshop with Seagoville Economic Development Corporation (SEDC) board to review rules, regulations, actions and non-actions of the SEDC and compare those controls and actions with the SEDC Bylaws and Texas Local Government Code requirements of Chapter 501, 502 and 505; and have the City Attorney define Quality of Life Projects as considered under Texas Local Government Code.

ITEM 18. The meeting adjourned at 9:43 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Agenda Item 2

Conduct a public hearing to receive citizen input on the proposed tax rate of \$0.713800 per \$100 valuation, which exceeds the effective tax rate calculated by the Dallas County Tax Assessor/Collector of \$0.681946 or 4.67%. This rate will raise more revenue from property taxes than last year's budget by an amount of \$120,856.

BACKGROUND OF ISSUE:

This is the required second public hearing to receive citizen input on the proposed tax rate of \$0.713800 per \$100 valuation, which exceeds the effective tax rate calculated by the Dallas County Tax Assessor/Collector of \$0.681946 or 4.67%.

FINANCIAL IMPACT:

Agenda Item 3

Discuss and consider directing staff on the proposed tax rate of \$0.713800 per \$100 valuation.

BACKGROUND OF ISSUE:

At this time, the City Council may direct staff to prepare an ordinance reflecting an Ad Valorem property tax rate of \$0.713800 for each \$100 valuation, if so desired.

Please note this item is solely for providing direction to staff to prepare an ordinance to be considered at the September 14th meeting. It is not a vote on the tax rate.

FINANCIAL IMPACT:

Agenda Item 4

Conduct a public hearing to receive citizen input on the proposed FY 2015-2016 budget for all City funds. This budget will raise more property taxes than last year's budget by \$120,856 or 3.6%, and of that amount, \$54,251 is tax revenue to be raised from new property added to the tax roll this year.

BACKGROUND OF ISSUE:

This is the required second public hearing which allows the Council to receive public input on the proposed FY 2016 budget.

FINANCIAL IMPACT:

Agenda Item 5

Discuss and consider directing staff on the proposed FY 2015-2016 budget for all City funds.

BACKGROUND OF ISSUE:

At this time, the City Council may direct staff to prepare an ordinance adopting the budget as presented.

Please note this item is solely for providing direction to staff to prepare ordinance to be considered at the September 14th meeting. It is not a vote on the budget.

FINANCIAL IMPACT:

Agenda Item 6

Discuss and consider approval of three (3) hotel/motel tax receipts grant agreements with Seagoville Chamber of Commerce for the fiscal year October 1, 2015 through September 30, 2016.

BACKGROUND OF ISSUE:

The Seagoville Chamber of Commerce requested three (3) grants during the August 17th public hearing. Following the public hearing, the City Council directed staff to prepare the three (3) grant agreements for a combined total disbursement of \$15,000.00.

The attached three (3) agreements provide terms for the use of hotel/motel tax funds by the Seagoville Chamber of Commerce. It addresses budget submission, reporting and banking requirements as well as action to be taken by the City in the event the agreement is breached.

FINANCIAL IMPACT:

STATE OF TEXAS §
 § HOTEL OCCUPANCY TAX GRANT
COUNTY OF DALLAS §

This Agreement (the "Agreement") is made by and between the City of Seagoville, Texas, (the "City") and (the "Applicant").

RECITALS:

WHEREAS, the City is authorized by Chapter 351 of the Texas Property Tax Code to levy a hotel occupancy tax to be used to directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the City has, by ordinance, imposed a local hotel occupancy tax; and

WHEREAS, the Applicant has applied for a grant to be utilized for; and

WHEREAS, the City Council, after consideration of the application of Applicant finds that an expenditure of local hotel occupancy tax revenues for the grant as set forth herein, will directly enhance and promote tourism and the convention and hotel industry in the City and its vicinity, and further finds that the expenditures are for one or more of the statutorily authorized categories;

NOW THEREFORE, in consideration of the premises and mutual agreements contained herein, the parties agree as follows:

GENERAL PROVISIONS

1. Subject to availability of funds, the City agrees to provide the Applicant a hotel occupancy tax grant (the "Grant") in the amount of (\$5,000.00) as a part of promotional programs to attract tourists to the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision; the Grant herein is subject to lawfully available funds.
2. Applicant agrees to utilize the Grant to pay expenses directly related to ***Mayfest/Cinco de Mayo Festival***.
3. City agrees to provide the Grant to Applicant upon submission to the City Secretary of satisfactory proof that Applicant has or will incur allowable costs or expenses in accordance with the terms of this Agreement. Payment of the Grant may be made in one lump sum payment or in a series of payments not to exceed the total sum of \$5,000.00 as and when allowable expenses are incurred by Applicant.

4. Applicant shall submit quarterly reports to the City Secretary. As a condition of providing the Grant or any part thereof, the Applicant shall keep all funding received by the City of Seagoville separately from the Chamber's general funds; furnish the City with the Post Event report along with all supporting documents and any other information reasonably requested by City to substantiate the eligibility of expenses to be paid with the Grant proceeds. Following payment of all or any part of the Grant proceeds to Applicant, Applicant shall, within fifteen (15) days of receipt of a written request, provide the City with receipts and other information and documentation reasonably satisfactory to the City to evidence that Applicant has expended the Grant proceeds in accordance with the terms of this Agreement.

5. In the event the Applicant breaches any of the terms of this Agreement, including but not limited to furnishing receipts, documentation or other information reasonably requested by City to ascertain the proper use of Grant proceeds, or failing to use the Grant for the purposes set forth herein, then the Applicant, after expiration of the notice and cure period described herein, shall be in default of this Agreement. Upon breach by Applicant of any term or provision of this Agreement, the City shall notify the Applicant in writing, who shall have thirty (30) days from receipt of the notice in which to cure such default. If Applicant fails to cure the default within the time provided herein, or, as such time period may be extended by the City at its sole option, then the City may determine Applicant to be in breach and 1) terminate this Agreement without further notice and refuse to provide to Applicant any Grant proceeds that have not at that time yet been paid, 2) recover any and all Grant proceeds previously paid to Applicant, or 3) recover liquidated damages. As liquidated damages in the event of default or breach, the Applicant shall, within thirty (30) days after demand, pay to the City the sum of \$5,000.00, an amount equal to the Grant, or in the event of partial Grant funding, an amount equal to the sum of all Grant proceeds previously paid to Applicant, together with interest at the rate of eight percent (8%) per annum from date of receipt of Grant proceeds until paid in full. The parties acknowledge that actual damages in the event of default would be speculative and difficult to determine.

6. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may not be assigned without the express written consent of City.

7. It is understood and agreed between the parties that Applicant, in the use of the Grant proceeds and in satisfying the conditions of this Agreement, is acting independently and that the City assumes no responsibilities or liabilities to any third parties in connection with these actions or the use of Grant proceeds. Applicant agrees to indemnify and hold harmless the City from all claims, demands, suits, causes of action, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising in any way from the Applicant's use of Grant proceeds or performance of the conditions under this Agreement. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other relationship between the City and Applicant. By entering into this Agreement, the City does not and shall not be deemed to waive its official, legislative, governmental, sovereign or other immunities from suit, liability or otherwise, all of such immunities being hereby retained. This Agreement shall not in any way be deemed to confer or create any rights in any persons or third parties not a party hereto.

8. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage pre-paid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the signature of the party.

9. This Agreement shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in the state courts of appropriate jurisdiction of Dallas County, Texas.

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

EXECUTED this _____ day of _____ 2015.

By: _____
Phil Greenawalt
Address: 107 Hall Street
Seagoville, TX 75159

By: _____
Interim City Manager
Address: 702 N. Highway 175
Seagoville, Texas 75159

ATTEST:

City Secretary

STATE OF TEXAS §
 § HOTEL OCCUPANCY TAX GRANT
COUNTY OF DALLAS §

This Agreement (the "Agreement") is made by and between the City of Seagoville, Texas, (the "City") and (the "Applicant").

RECITALS:

WHEREAS, the City is authorized by Chapter 351 of the Texas Property Tax Code to levy a hotel occupancy tax to be used to directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the City has, by ordinance, imposed a local hotel occupancy tax; and

WHEREAS, the Applicant has applied for a grant to be utilized for; and

WHEREAS, the City Council, after consideration of the application of Applicant finds that an expenditure of local hotel occupancy tax revenues for the grant as set forth herein, will directly enhance and promote tourism and the convention and hotel industry in the City and its vicinity, and further finds that the expenditures are for one or more of the statutorily authorized categories;

NOW THEREFORE, in consideration of the premises and mutual agreements contained herein, the parties agree as follows:

GENERAL PROVISIONS

1. Subject to availability of funds, the City agrees to provide the Applicant a hotel occupancy tax grant (the "Grant") in the amount of (\$5,000.00) as a part of promotional programs to attract tourists to the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision; the Grant herein is subject to lawfully available funds.

2. Applicant agrees to utilize the Grant to pay expenses directly related to **Seagofest**.

3. City agrees to provide the Grant to Applicant upon submission to the City Secretary of satisfactory proof that Applicant has or will incur allowable costs or expenses in accordance with the terms of this Agreement. Payment of the Grant may be made in one lump sum payment or in a series of payments not to exceed the total sum of \$5,000.00 as and when allowable expenses are incurred by Applicant.

4. Applicant shall submit quarterly reports to the City Secretary. As a condition of providing the Grant or any part thereof, the Applicant shall keep all funding received by the City of Seagoville separately from the Chamber's general funds; furnish the City with the Post Event report along with all supporting documents and any other information reasonably requested by City to substantiate the eligibility of expenses to be paid with the Grant proceeds. Following payment of all or any part of the Grant proceeds to Applicant, Applicant shall, within fifteen (15) days of receipt of a written request, provide the City with receipts and other information and documentation reasonably satisfactory to the City to evidence that Applicant has expended the Grant proceeds in accordance with the terms of this Agreement.

5. In the event the Applicant breaches any of the terms of this Agreement, including but not limited to furnishing receipts, documentation or other information reasonably requested by City to ascertain the proper use of Grant proceeds, or failing to use the Grant for the purposes set forth herein, then the Applicant, after expiration of the notice and cure period described herein, shall be in default of this Agreement. Upon breach by Applicant of any term or provision of this Agreement, the City shall notify the Applicant in writing, who shall have thirty (30) days from receipt of the notice in which to cure such default. If Applicant fails to cure the default within the time provided herein, or, as such time period may be extended by the City at its sole option, then the City may determine Applicant to be in breach and 1) terminate this Agreement without further notice and refuse to provide to Applicant any Grant proceeds that have not at that time yet been paid, 2) recover any and all Grant proceeds previously paid to Applicant, or 3) recover liquidated damages. As liquidated damages in the event of default or breach, the Applicant shall, within thirty (30) days after demand, pay to the City the sum of \$8,000.00, an amount equal to the Grant, or in the event of partial Grant funding, an amount equal to the sum of all Grant proceeds previously paid to Applicant, together with interest at the rate of eight percent (8%) per annum from date of receipt of Grant proceeds until paid in full. The parties acknowledge that actual damages in the event of default would be speculative and difficult to determine.

6. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may not be assigned without the express written consent of City.

7. It is understood and agreed between the parties that Applicant, in the use of the Grant proceeds and in satisfying the conditions of this Agreement, is acting independently and that the City assumes no responsibilities or liabilities to any third parties in connection with these actions or the use of Grant proceeds. Applicant agrees to indemnify and hold harmless the City from all claims, demands, suits, causes of action, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising in any way from the Applicant's use of Grant proceeds or performance of the conditions under this Agreement. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other relationship between the City and Applicant. By entering into this Agreement, the City does not and shall not be deemed to waive its official, legislative, governmental, sovereign or other immunities from suit, liability or otherwise, all of such immunities being hereby retained. This Agreement shall not in any way be deemed to confer or create any rights in any persons or third parties not a party hereto.

8. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage pre-paid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the signature of the party.

9. This Agreement shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in the state courts of appropriate jurisdiction of Dallas County, Texas.

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

EXECUTED this _____ day of _____ 2015.

By: _____
Phil Greenawalt
Address: 107 Hall Street
Seagoville, TX 75159

By: _____
Interim City Manager
Address: 702 N. Highway 175
Seagoville, Texas 75159

ATTEST:

City Secretary

STATE OF TEXAS §
 § HOTEL OCCUPANCY TAX GRANT
COUNTY OF DALLAS §

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WHEREAS, the City has, by ordinance, imposed a local hotel occupancy tax; and

WHEREAS, the Applicant has applied for a grant to be utilized for; and

WHEREAS, the City Council, after consideration of the application of Applicant finds that an expenditure of local hotel occupancy tax revenues for the grant as set forth herein, will directly enhance and promote tourism and the convention and hotel industry in the City and its vicinity, and further finds that the expenditures are for one or more of the statutorily authorized categories;

NOW THEREFORE, in consideration of the premises and mutual agreements contained herein, the parties agree as follows:

GENERAL PROVISIONS

1. Subject to availability of funds, the City agrees to provide the Applicant a hotel occupancy tax grant (the "Grant") in the amount of (\$5,000.00) as a part of promotional programs to attract tourists to the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision; the Grant herein is subject to lawfully available funds.

2. Applicant agrees to utilize the Grant to pay expenses directly related to ***Fireworks in the Park.***

3. City agrees to provide the Grant to Applicant upon submission to the City Secretary of satisfactory proof that Applicant has or will incur allowable costs or expenses in accordance with the terms of this Agreement. Payment of the Grant may be made in one lump sum payment or in a series of payments not to exceed the total sum of \$5,000.00 as and when allowable expenses are incurred by Applicant.

4. Applicant shall submit quarterly reports to the City Secretary. As a condition of providing the Grant or any part thereof, the Applicant shall keep all funding received by the City of Seagoville separately from the Chamber's general funds; furnish the City with the Post Event report along with all supporting documents and any other information reasonably requested by City to substantiate the eligibility of expenses to be paid with the Grant proceeds. Following payment of all or any part of the Grant proceeds to Applicant, Applicant shall, within fifteen (15) days of receipt of a written request, provide the City with receipts and other information and documentation reasonably satisfactory to the City to evidence that Applicant has expended the Grant proceeds in accordance with the terms of this Agreement.

5. In the event the Applicant breaches any of the terms of this Agreement, including but not limited to furnishing receipts, documentation or other information reasonably requested by City to ascertain the proper use of Grant proceeds, or failing to use the Grant for the purposes set forth herein, then the Applicant, after expiration of the notice and cure period described herein, shall be in default of this Agreement. Upon breach by Applicant of any term or provision of this Agreement, the City shall notify the Applicant in writing, who shall have thirty (30) days from receipt of the notice in which to cure such default. If Applicant fails to cure the default within the time provided herein, or, as such time period may be extended by the City at its sole option, then the City may determine Applicant to be in breach and 1) terminate this Agreement without further notice and refuse to provide to Applicant any Grant proceeds that have not at that time yet been paid, 2) recover any and all Grant proceeds previously paid to Applicant, or 3) recover liquidated damages. As liquidated damages in the event of default or breach, the Applicant shall, within thirty (30) days after demand, pay to the City the sum of \$3,000.00, an amount equal to the Grant, or in the event of partial Grant funding, an amount equal to the sum of all Grant proceeds previously paid to Applicant, together with interest at the rate of eight percent (8%) per annum from date of receipt of Grant proceeds until paid in full. The parties acknowledge that actual damages in the event of default would be speculative and difficult to determine.

6. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may not be assigned without the express written consent of City.

7. It is understood and agreed between the parties that Applicant, in the use of the Grant proceeds and in satisfying the conditions of this Agreement, is acting independently and that the City assumes no responsibilities or liabilities to any third parties in connection with these actions or the use of Grant proceeds. Applicant agrees to indemnify and hold harmless the City from all claims, demands, suits, causes of action, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising in any way from the Applicant's use of Grant proceeds or performance of the conditions under this Agreement. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other relationship between the City and Applicant. By entering into this Agreement, the City does not and shall not be deemed to waive its official, legislative, governmental, sovereign or other immunities from suit, liability or otherwise, all of such immunities being hereby retained. This Agreement shall not in any way be deemed to confer or create any rights in any persons or third parties not a party hereto.

8. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage pre-paid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the signature of the party.

9. This Agreement shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in the state courts of appropriate jurisdiction of Dallas County, Texas.

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

EXECUTED this _____ day of _____ 2015.

By: _____
Phil Greenawalt
Address: 107 Hall Street
Seagoville, TX 75159

By: _____
Interim City Manager
Address: 702 N. Highway 175
Seagoville, Texas 75159

ATTEST:

City Secretary

Agenda Item 7

Discuss and consider Second and Final Reading of an Ordinance amending Chapter 19, Division 2, Rates and Charges, by amending section 19.03.061, Water Rates and Section 19.03.062, Sewer Rates, to provide new rates for water and sewer services within the city; providing for a penalty clause; repealing conflicting ordinances; providing for the publication of the caption hereof; and providing an effective date.

BACKGROUND OF ISSUE:

To discuss and consider changes to the ordinance to incorporate proposed increases to water and sewer fees.

FINANCIAL IMPACT:

Proposes an increase in water/sewer rates in the amount of \$1.36 monthly and \$2.71 monthly to the average monthly user of 5,000 gallons and 10,000 gallons.

ORDINANCE NO. 16-15

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 19, DIVISION 2, RATES AND CHARGES, BY AMENDING SECTION 19.03.061, WATER RATES AND SECTION 19.03.062, SEWER RATES, TO PROVIDE NEW RATES FOR WATER AND SEWER SERVICES WITHIN THE CITY; PROVIDING FOR A PENALTY CLAUSE; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville has established charges for water and sewer rates in Section 19.03.061 and 19.03.062 of the Code of Ordinances; and

WHEREAS, after reviewing said fees, the City has determined that the fees are inappropriate and should be amended; and

WHEREAS, the City Council of the City of Seagoville, Texas, has determined that Section 19.03.061 and 19.03.062 of the Code of Ordinances should be amended to provide new charges for water rates and sewer rates within the City;

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

SECTION 1. That the Chapter 19, Division 2, Section 19.03.061, Water Rates, and Section 19.03.062, Sewer Rates, be amended to read as follows:

"Chapter 19. WATER, SEWER AND SEWAGE DISPOSAL

DIVISION 2. RATES AND CHARGES

Sec. 19.03.061. Water rates.

The monthly water rates charged by the City of Seagoville to all residential and commercial customers within the city limits, shall be, for the first two thousand (2,000) gallons or any portion thereof depending on the size of the customer's water meter, as shown in the charts below:

Apartments and Manufactured Homes (per unit):

Water Meter Size (Inches)	Rate
3/4 or less	\$16.92

1"	\$16.92
1.5"	\$16.92
2"	\$16.92
4"	\$16.92
6"	\$16.92
8"	\$16.92

All Others:

Water Meter Size (Inches)	Rate
3/4 or less	\$16.92
1"	\$25.86
1.5"	\$40.79
2"	\$58.64
3"	\$109.28
4"	\$159.91
6"	\$564.16
8" or larger	\$839.07

Water usage in excess of two thousand (2,000) gallons charged and collected at the following table rate per one thousand (1,000) gallons:

Water Usage in	Rate
2,001 - 5,000 gallons	\$2.04
5,001 - 10,000 gallons	\$2.55
10,001 - 15,000 gallons	\$3.07
15,001 - 20,000 gallons	\$3.58
20,001 - 25,000 gallons	\$4.08

Over 25,000 gallons	\$4.60
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The above rates shall also apply to all water for resale or to water districts.

Sec. 22-28. Sewer rates.

(a) The monthly sewer rates charged by the city to all sewer utility customers within the city limits shall be fourteen dollars and eighty-seven cents (\$14.87) minimum bill, up to two thousand (2,000) gallons of water usage, plus seven dollars and fifteen cents (\$7.15) per one thousand (1,000) for consumption above 2,000 gallons of water usage.

(b) Each residential customer's average water usage for the months of December, January, February, and March will be computed, using the three (3) months with the least usage to average and determine that customer's billing volume for the twelve month period beginning in April of each year.

(c) Charges for new customers will be based on the city average of 4500 gallons until an average is established during December, January, February, and March.

(d) For commercial customers, the billing volumes are based on actual water usage."

SECTION 2. That all provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That 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 4. Any person, firm, corporation or business entity violating this

Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of FIVE HUNDRED DOLLARS (\$500.00), unless the violation relates to fire safety, zoning or public health and sanitation, including dumping and refuse, in which the fine shall not exceed the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Seagoville from filing suit to enjoin the violation. Seagoville retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 5. This ordinance shall be in full force and affect after its passage and publication as required by law.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the first reading on the 17th day of August, 2015.

DULY PASSED on second and final reading by the City Council of the City of Seagoville, Texas, on the 1st day of September, 2015.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Agenda Item 8

Discuss and consider an Ordinance amending Chapter 19, Division 2, Rates and Charges, by amending section 19.02.008, to provide new rates for sanitation services within the city; providing for a penalty clause; repealing conflicting ordinances; providing for the publication of the caption hereof; and providing an effective date.

BACKGROUND OF ISSUE:

To discuss and consider changes to the ordinance to incorporate proposed increases to sanitation fees.

FINANCIAL IMPACT:

Proposes a \$0.75 increase in the residential sanitation rate and a \$0.75 increase in the commercial rate. Proposes a \$0.75 increase in the rate for an additional residential cart and an additional commercial cart. Proposes a \$0.75 increase in the rate for seniors. The new rates once implemented are as follows:

Residential Customers	\$17.55 monthly
Additional Residential Trash Cart	\$ 7.25 monthly
Commercial Customers	\$24.75 monthly
Additional Commercial Trash Cart	\$24.75 monthly

**Discount for persons over sixty-five (65)
Disabled or Blind**

**\$2.00 monthly off the rates
appearing above**

A ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 18-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 19, "UTILITIES" BY AMENDING ARTICLE 19.02, SOLID WASTE, SECTION 19.02.008, CHARGES FOR COLLECTION, BY REPEALING IT IN ITS ENTIRETY AND REPLACING WITH A NEW SECTION 19.02.008, CHARGES FOR COLLECTION, TO PROVIDE FOR NEW COLLECTION FEES; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville has established charges for the collection and disposal of solid waste in Section 19.02.008 of the Code of Ordinances; and

WHEREAS, after reviewing said fees, the City has determined that the fees should be increased to provide resources for the establishment of a two (2) man litter crew; and

WHEREAS, the City Council of the City of Seagoville, Texas, has determined that Section 19.02.008 of the Code of Ordinances should be amended to provide new charges for the collection of solid waste within the City;

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

SECTION 1. That the Code of Ordinances be, and the same is, hereby amended by amending Chapter 19, Article 19.02, Solid Waste, to provide new charges for the collection and disposal of solid waste within the City, which shall read as follows:

"ARTICLE 19.02 SOLID WASTE

Sec. 19.02.008 Charges for collection

(a) Residential curbside service. The minimum rate for residential customers obtaining curbside service from the city or its authorized collector will be seventeen dollars and fifty-five cents (\$17.55) per month. An extra residential trash cart will be seven dollars and twenty-five cents (\$7.25) per month. This service will include one (1) household garbage pickup per week, one (1) recyclable pickup bi-weekly and large brush and large bulk item pickup on a once-a-month basis.

(b) Commercial curbside service. The minimum rate for commercial customers obtaining curbside collection service from the city or its authorized collector collecting less than two (2) cubic yards of garbage per week will be twenty-four dollars and seventy-five cents (\$24.75) per month. An extra commercial trash cart will be twenty-four dollars and seventy-five cents (\$24.75) per month.

(c) Commercial dumpster service. The rate charged for commercial dumpster service shall entail a ten-percent city franchise fee. The rate charged for commercial dumpster service shall be assessed and collected from all commercial customers using such services as follows:

COMMERCIAL PRICING

Container COMMERCIAL CONTAINER:							
Sizes	1x/wk	2x/wk	3x/wk	4x/wk	5x/wk	6x/wk	Extra Pickups
2	\$55.61	\$98.49	\$158.90	\$207.95	\$316.45	-	\$64.89
3	\$66.72	\$130.29	\$176.38	\$254.23	\$326.40	-	\$64.89
4	\$76.25	\$160.48	\$247.86	\$322.54	\$400.40	-	\$64.89
6	\$114.39	\$230.38	\$308.80	\$397.21	\$501.58	-	\$64.89
8	\$138.44	\$250.93	\$397.21	\$524.33	\$675.27	\$799.71	\$64.89

ADDITIONAL CHARGES:

Containers with casters	\$2.17 per month
Containers with locks	\$1.08 per pickup
Gates	\$1.08 per pickup

INDUSTRIAL CONTAINERS:

ROLL-OFF CONTAINERS:

20 Cubic Yard Per Haul	\$431.76 Plus Disposal
30 Cubic Yard Per Haul	\$499.27 Plus Disposal
40 Cubic Yard Per Haul	\$557.53 Plus Disposal
Delivery and Exchange Daily	\$100.78
Container Rental	\$ 5.63

COMPACTORS:

6 Cubic Yard Compactor Charge

*See Below

8 Cubic Yard Compactor Charge

*See Below

30 Cubic Yard Compactor Charge

*\$225.51 Per Haul Plus Disposal

35 Cubic Yard Compactor Charge

*\$225.51 Per Haul Plus Disposal

*Due to variations in equipment configurations, price will be negotiated with customer.

(f) Discount for persons over sixty-five (65), disabled, or blind: Two dollars (\$2.00) per month."

SECTION 2. That all provisions of the ordinances of the City of Seagoville, Texas in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Seagoville, Texas not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. This Ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide, however the sanitation rates established herein shall take effect the first billing after October 1, 2015.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 1st day of September, 2015.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Agenda Item 9

Discuss and consider approval of a Resolution authorizing a collection fee in the amount of thirty percent (30%) of debts and accounts receivable, such as unpaid fines, fees, court costs, forfeited bonds, and restitution ordered paid by a municipal court serving the City, and amounts in cases in which the accused has failed to appear as provided herein; and providing an effective date.

BACKGROUND OF ISSUE:

The Seagoville Municipal Court contracts with Linebarger Goggan Blair & Sampson, LLP, for specific legal services and enforcement of the collection of delinquent court fees and fines. Compensation for said services is thirty (30%) percent of the total amount of all the fines and fees collected that are more than sixty (60) days past due as set forth in Article 103.0031(b) of the TEXAS CODE OF CRIMINAL PROCEDURE, which states as follows:

“(b) A commissioners court or governing body of a municipality that enters into a contract with a private attorney or private vendor under this article may authorize the addition of a collection fee in the amount of 30 percent on each item described in Subsection (a) that is more than 60 days past due and has been referred to the attorney or vendor for collection. The collection fee does not apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time-served credit or community service. The collection fee may be applied to any balance remaining after a partial credit for time served or community service if the balance is more than 60 days past due. Unless the contract provides otherwise, the court shall calculate the amount of any collection fee due to the governmental entity or to the private attorney or private vendor performing the collection services and shall receive all fees, including the collection fee. With respect to cases described by Subsection (a)(2), the amount to which the 30 percent collection fee applies is:

(1) the amount to be paid that is communicated to the accused as acceptable to the court under its standard policy for resolution of the case, if the accused voluntarily agrees to pay that amount; or

(2) the amount ordered paid by the court after plea or trial.”

Although this is the same compensation arrangements that the Municipal Court had with the previous collection firm, Linebarger Goggan Blair & Sampson, LLP, have specifically requested the City Council pass a resolution authorizing this collection fee.

FINANCIAL IMPACT:

N/A

RESOLUTION NO. 39-R-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING A COLLECTION FEE IN THE AMOUNT OF THIRTY PERCENT (30%) OF DEBTS AND ACCOUNTS RECEIVABLE, SUCH AS UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION ORDERED PAID BY A MUNICIPAL COURT SERVING THE CITY, AND AMOUNTS IN CASES IN WHICH THE ACCUSED HAS FAILED TO APPEAR AS PROVIDED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville wishes to defray its costs of collection that it incurs under a contract for collection of delinquent court fines and fees between said City and a collection firm as authorized under the provisions of Article 103.0031, TEXAS CODE OF CRIMINAL PROCEDURE; and

WHEREAS, under said article, the governing body of said City is empowered to authorize the addition of thirty percent (30%) on each debt and account receivable, including fines and fees, and on each amount in cases in which the accused has failed to appear, when each is more than sixty (60) days past due and has been referred for collection; and

WHEREAS, after discussion and consideration the City Council authorized the collection of an additional thirty (30%) percent as provided herein below.

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

SECTION 1. The City Council does hereby authorize and impose a collection fee as provided by Article 103.0031 of the TEXAS CODE OF CRIMINAL PROCEDURE in the amount of thirty percent (30%) of debts and accounts receivable, such as unpaid fines, fees, court costs, forfeited bonds, and restitution ordered paid by the municipal court serving the City when such debt or account receivable is more than sixty (60) days past due and has been referred to an attorney or private vendor for collection.

BE IT FURTHER RESOLVED, that the City Council does hereby authorize and impose a collection fee as provided by Article 103.0031 of the TEXAS CODE OF CRIMINAL PROCEDURE in the amount of thirty percent (30%) of amounts, when such amounts are more than

sixty (60) days past due and have been referred to an attorney or private vendor for collection, in cases in which the accused has failed to appear:

- (a) as promised under Subchapter A, Chapter 543, TRANSPORTATION CODE, or other law;
- (b) in compliance with a lawful written notice to appear issued under Article 14.06(b) or other law;
- (c) in compliance with a lawful summons issued under Article 15.03(b), TEXAS CODE OF CRIMINAL PROCEDURE;
- (d) in compliance with a lawful order of a court serving the City; or
- (e) as specified in a citation, summons, or other notice authorized by Section 682.002, TRANSPORTATION CODE, that charges the accused with a parking or stopping offense.

SECTION 2. This resolution shall become effective immediately upon its approval.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 1st day of September, 2015.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY
(:cdb 08/21/2015)

Agenda Item 10

Receive Councilmember Reports.

BACKGROUND OF ISSUE:

Items of community interest regarding which no action will be taken, as authorized by Section 551.0415 of the Government Code.

FINANCIAL IMPACT:

N/A

Agenda Item 11

Receive Citizen Comments.

BACKGROUND OF ISSUE:

Citizens may speak 6 minutes each on any matter, other than personnel matters, or matters under litigation.

FINANCIAL IMPACT:

N/A

Agenda Item 12

Receive Future Agenda Items.

BACKGROUND OF ISSUE:

If a Councilmember should wish for an item to be placed on a future agenda it may be requested at this time. Please keep in mind, there **CANNOT** be a discussion amongst the City Council regarding this item because it is not listed on the posted agenda.

FINANCIAL IMPACT:

N/A

Agenda Item 13 and 14

ITEM 13. Recess into Executive Session in compliance with Texas Government Code Section 551.074, Personnel, to deliberate the appointment, employment, and hiring of a public officer or employee, to wit: Interim City Manager and City Manager.

The item has been placed on the agenda at the request of Mayor Childress.

ITEM 14. Discuss any item and/or take any action necessary as a result of the Executive Session.

Agenda Item 15

Adjourn.

BACKGROUND OF ISSUE:

At this time, the Mayor may adjourn the meeting if there is no further business to conduct.

FINANCIAL IMPACT:

N/A