



**SEAGOVILLE CITY COUNCIL
MEETING AGENDA
MONDAY, OCTOBER 19, 2015**

WORK SESSION – 6:30 P.M.
Council Chambers, City Hall
702 N. Hwy 175

AGENDA

1. Discussion of agenda item(s)
2. Staff Updates
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 Board and Commission applicant interview.
3. Discuss and consider appointment to the Park and Recreation Advisory Committee.
4. Discuss and consider an Ordinance amending the Comprehensive Zoning Ordinance and Map by granting a Specific Use Permit for church and worship services on the property located at 2609 N. Highway 175, Seagoville, Dallas County, Texas more particularly described as Tracts 46 and 48 of the Herman Heider Survey, Abstract No. 541, Page 510; providing for special conditions; providing for an expiration period of two (2) years; providing a repealing clause; providing a severability clause; providing a savings clause; providing for a penalty of fine not to exceed the sum of two thousand (\$2,000.00) dollars for each offense; and providing an effective date.
5. Discuss and consider a Resolution entering into a Professional Services Agreement with BSM Engineers, Inc. for engineering services; authorizing the Interim City Manager to execute any and all necessary documents; providing for the repeal of any and all resolutions in conflict; providing for a severability clause; and providing an effective date.
6. Discuss and consider a Resolution amending Resolution No. 69-08, the Master Fee Schedule to provide for a Municipal Storm Water Utility Fee of seventy-five cents (\$0.75) per impervious surface area per month; providing for exemptions and collection thereof; providing for the repeal of any and all resolutions in conflict; and providing an effective date.
7. Receive Councilmember Reports – Items of community interest regarding which no action will be taken, as authorized by Section 551.0415 of the Government Code.
8. Receive Citizen Comments – Citizens may speak 6 minutes each on any matter, other than personnel matters, or matters under litigation.
9. Receive Future Agenda Items – Items to be placed on a future agenda which no action or discussion will be taken at this meeting.
10. Recess into Executive Session 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.*

AGENDA (cont'd)

(B) Section 551.074, Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Alternate Municipal Court Judge.

(C) Section 551.074, Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager.

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

12. Adjourn.

Posted Thursday, October 15, 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, October 19, 2015 @ 7:00 p.m., City Council meeting.
- Monday, November 2, 2015, City Council meeting cancelled.
- Tuesday, November 3, 2015, Election Day 7:00 a.m. – 7:00 p.m.

Agenda Item 1C

Approval of minutes.

BACKGROUND OF ISSUE:

Approval of minutes for meetings held on October 05, 2015.

FINANCIAL IMPACT:

N/A

**CITY COUNCIL
WORK SESSION
OCTOBER 05, 2015**

The City Council held a work session on Monday, October 05, 2015 at 6:30 p.m. with a quorum present, to wit:

Dennis Childress	Mayor
Tommy Lemond	Mayor Pro Tem
Rick Howard	Councilmember, absent
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, Asst. Finance Director Tan Beatty, Interim Public Works Director Phil DeChant, Community Development Director Ladis Barr, Library Director Liz Gant, Officer Kenny Dickerson, Sgt. Tim Talley, Interim Police Chief Ray Calverley and City Secretary Dara Crabtree.

ITEM 3. STAFF UPDATES.

Interim City Manager Stallings discussed the following items:

- 1) Consider changing the start time of work session from 6:30 p.m. to 6:00 p.m. Following a discussion, the work session will remain at 6:30 p.m.
- 2) Moving the Community Development Department (building inspection, code enforcement, permit technician and storm water) to the other side of the SEDC at 105 N. Kaufman Street and providing space for the Chamber radio station at city hall in space vacated by the Community Development Department. Following a discussion, the City Council was supportive of the change.
- 3) Developing an agreement to provide for Youth Sports Associations to use the parks (no current agreements).
- 4) Interim Police Chief Calverley provided an update on National Night Out events.

ITEM 2. UPDATE ON STREET PROJECTS.

Interim Public Works Director DeChant provided an update on current street projects including: Catherine Lane and Shady Lane; status of GEO Tech services; Tunnel Street and Elizabeth Lane waterline; anticipate bidding the Woodhaven Drive waterline project within a couple of weeks; and the Parkhaven Drive and Woodhaven Drive sewer project was completed. Questions and answers followed.

ITEM 1. DISCUSSION OF AGENDA ITEMS.

ITEM 4C. Following a Council inquiry, Interim Police Chief Calverley confirmed the Tahoe being purchased was a police model Tahoe.

ITEM 5C. Following a Council inquiry, Interim City Manager Stallings stated that purchasing cooperatives were vetted more than normal, very comprehensive and Region 8 was the board holder.

ITEMS 7 and 8. Were pulled due to the board applicant was called out of town.

ITEM 9. Discussion included: consider placing a condition requiring renewal; and difference in zoning vs. SUP.

ITEM 10. Following a Council inquiry, Asst. Finance Director Beatty stated Home Bank never responded to their inquiry for loan information.

ITEM 11. Discussion included: the work would include the whole roof with the exception of back area replaced two years ago vs. area just over library; asbestos reports; raising curbs; the scope of work provided for the replacement of the gas line and any deteriorated metal decking if necessary; everything recommended by contractor is being done; The Garland Company performed the assessment and is the manufacturer of the materials; Scott Riddle with The Garland Company will be the Superintendent to verify their product is being installed according to specifications and J & J will be doing the actual work; and per the agreement the work will be completed within 21 days.

ITEM 13. Discussion included: commitment to purchase electricity for specified time period; penalty for early cancellation for no reason; holding price until June 1, 2016; current contract expires in 2016; and estimate 35% savings over two year period with new contract (\$80,000 - \$90,000).

The work session was adjourned at 7:14 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**CITY COUNCIL
REGULAR MEETING
OCTOBER 05, 2015**

The City Council held a regular meeting on Monday, October 05, 2015 at 7:24 p.m. with a quorum present, to wit:

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

The Invocation was provided by Pastor Gary Sims with Trumpet of Praise Fellowship, Inc. Mayor Childress led the Pledge of Allegiance.

MAYOR'S REPORT. Mayor Childress provided an update on the Seagofest parade and carnival; stated the City collected 42 pounds of prescription drugs at the recent DEA prescription drug take back held on September 26th; reminder National Night Out was tomorrow night and invited everyone to participate; city offices will be closed on Monday, October 12th in observance of Columbus Day; and the next Coffee with Cop is Saturday, October 17th from 8:30 a.m. – 10:30 a.m. at Denny's.

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

ITEM 1 and 2. Councilmember Hernandez made a motion, seconded by Councilmember Fruin, to move Items 1 and 2 to the end of the meeting. A vote was cast 4 for, 0 against.

CONSENT AGENDA.

Councilmember Epps made a motion, seconded by Councilmember Hernandez, to approve Consent Agenda Items 3C through 6C. A vote was cast 4 in favor, 0 against.

ITEM 3C. Approve minutes for meetings held on September 14, 2015 and September 24, 2015 .

ITEM 4C. Approve Resolution No. 45-R-15 awarding three (3) bids for the purchase of a police vehicle, WatchGuard 4re camera system and graphics for a total cost of Fifty Thousand Nine Hundred Seventy Dollars and Thirty-Seven Cents (\$50,970.37); authorizing the Interim City Manager to execute any and all necessary documents; and providing an effective date.

ITEM 5C. Approve Resolution No. 46-R-15 authorizing the Interim City Manager to execute a Master Interlocal Cooperative Purchasing Agreement between the City of Seagoville, Texas and The Interlocal Purchasing System (TIPS) Program for the purchase of goods and services; and providing an effective date.

ITEM 6C. Approve Resolution No. 47-R-15 authorizing the Interim City Manager to execute the Dallas Area Household Hazardous Waste Network Interlocal Agreement

Amendment No. 3 between the City of Seagoville and Dallas County from October 1, 2015 through September 30, 2016; and providing an effective date.

ITEM 7. Board and Commission applicant interview was pulled from the agenda during worksession due to applicant was unavailable.

ITEM 8. Appointment to the Park and Recreation Advisory Committee was pulled from the agenda during worksession.

ITEM 9. Mayor Childress opened the public hearing at 7:34 p.m. to consider the request of Gary Sims with Trumpet of Praise Fellowship, Inc. to amend the existing Commercial (C) zoning to include a Special Use Permit (SUP), to allow for a church located on the south side of eastbound U.S. Highway 175 service road being more particularly described as Tracts 46 and 48 of the Herman Heider Survey, Abstract No. 541, Page 510; more commonly known as 2609 N. U.S. Highway 175, City of Seagoville, Dallas County, Texas; amending the Comprehensive Zoning Ordinance and map; and the Comprehensive Land Use Plan. No one spoke for or against the request. The public hearing was closed at 7:34 p.m.

ITEM 10. Following a discussion, Councilmember Hernandez made a motion, seconded by Councilmember Epps to direct staff to prepare an ordinance to amend the existing Commercial (C) zoning to include a Special Use Permit (SUP), to allow for a church located on the south side of eastbound U.S. Highway 175 service road being more particularly described as Tracts 46 and 48 of the Herman Heider Survey, Abstract No. 541, Page 510; more commonly known as 2609 N. U.S. Highway 175, City of Seagoville, Dallas County, Texas and amending the Comprehensive Zoning Ordinance and map; amending the Comprehensive Land Use Plan; and include the following condition: the SUP must be reapplied for every two (2) years from the date of issuance. A vote was cast 4 for, 0 against.

ITEM 11. Councilmember Hernandez made a motion, seconded by Mayor Pro Tem Lemond, to approve Resolution No. 48-R-15 authorizing an agreement with American National Bank for financing for the purpose of city hall roof repairs located at 702 N. Highway 175, Seagoville, Texas in an amount of one hundred seventy-five thousand dollars (\$175,000.00) for the term of 4 years at a rate of 4.00% interest; authorizing the Interim City Manager to execute any and all necessary documents; providing for an effective date; and as amended in the indemnification clause to include the verbiage *to the extent permitted by law*. A vote was cast 4 for, 0 against.

ITEM 12. Councilmember Fruin made a motion, seconded by Councilmember Hernandez, to approve a Resolution No. 49-R-15 awarding a bid to MDF Partners Ltd. d/b/a J & J Roofing Company for city hall roof repairs located at 702 N. Highway 175, Seagoville, Texas in an amount of one hundred seventy-two thousand five hundred seventy-five dollars (\$172,575.00); authorizing the Interim City Manager to execute any and all necessary documents; and providing for an effective date. A vote was cast 4 for, 0 against.

ITEM 13. Councilmember Hernandez made a motion, seconded by Councilmember Fruin, to approve Resolution No. 50-R-15 ratifying the action of the Interim City Manager purchasing electricity by negotiating the lowest possible price; entering into an agreement with retail electricity provider Reliant Energy; executing any and all necessary documents; and providing an effective date. A vote was cast 4 for, 0 against.

ITEM 14. COUNCILMEMBER REPORTS. No reports

ITEM 15. CITIZEN COMMENTS. No one spoke.

ITEM 16. FUTURE AGENDA ITEMS.

Jon Epps – requested an update on trees trimming in electrical lines by TXU on Mathis Street.

ITEM 1. The City Council recessed into Executive Session at 7:44 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.*

(B) Section 551.078, deliberations of an economic development negotiation for the retention of a business prospect.

The City Council reconvened into open session at 8:28 p.m.

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

ITEM 17. The meeting adjourned at 8:28 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Agenda Item 2

Conduct Board and Commission applicant interview.

BACKGROUND OF ISSUE:

At this time, a brief interview may be conducted with the applicant.

Brandon Warren expressed a desire to be considered for the Park and Recreation Advisory Board.

FINANCIAL IMPACT:

N/A

Attn: Dara Crabtree

CITY OF SEGOVILLE BOARDS AND COMMISSIONS

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION. Please complete and return to City Secretary, 702 N. Highway 175, Seagoville, Texas 75159, place in the night drop box located in the rear of City Hall, or fax to (972) 287-3891. For more information, contact City Secretary at (972) 287-6819.

Please note preference of Board or Commission by numbering your choice(s):

- | | | | |
|---|-----------|------------------------------------|-------|
| Planning & Zoning Commission* | _____ | Library Advisory Board* | _____ |
| Board of Adjustments* | _____ | Animal Shelter Advisory Committee* | _____ |
| Seagoville Economic Development Corporation | <u>VI</u> | Keep Seagoville Beautiful Board | _____ |
| Park & Recreation Advisory Board* | <u>VI</u> | Charter Review Committee | _____ |
| EMS Advisory Board* | _____ | Other: _____ | _____ |

*Must be a registered voter in the City of Seagoville.

Brancher Warren 1433 Julie St Seagoville Tx 75159
Name Home Address & Zip Code Home Phone

CCU Installer / Project M
Occupation Alternate Phone

[Redacted]
Email address:

Have you received a copy of the City of Seagoville Code of Ethics? Yes or No

Are you willing to abide by the Code of Ethics policy? Yes or No

Registered Voter? Yes or No Resident in City for 34 years

Special knowledge or experience

Parks, Maintenance, Electrical, AC, Vice President of Admin
Other information (civic activities, etc.)
SYSA

No

Have you previously interviewed for a Boards and Commissions appointment? If yes, when and what Board or Commission.

RECEIVED BY
CITY OF SEGOVILLE

SEP 17 2015

CITY SECRETARY'S OFFICE

[Signature]
Signature

9-4-2015
Date Submitted

Agenda Item 3

Discuss and consider appointment to the Park and Recreation Advisory Committee.

BACKGROUND OF ISSUE:

This item will provide an opportunity for the City Council to make a formal appointment. The appointment will become effective immediately following passage.

The following position is currently vacant:

Park and Recreation Advisory Committee, Place 4 expiring June 2016.

FINANCIAL IMPACT:

N/A

Agenda Item 4

Discuss and consider an Ordinance amending the Comprehensive Zoning Ordinance and Map by granting a Specific Use Permit for church and worship services on the property located at 2609 N. Highway 175, Seagoville, Dallas County, Texas more particularly described as Tracts 46 and 48 of the Herman Heider Survey, Abstract No. 541, Page 510; providing for special conditions; providing for an expiration period of two (2) years; providing a repealing clause; providing a severability clause; providing a savings clause; providing for a penalty of fine not to exceed the sum of two thousand (\$2,000.00) dollars for each offense; and providing an effective date.

BACKGROUND OF ISSUE:

As a friendly reminder, the City Council directed staff at the October 5th meeting to prepare an Ordinance to amend the existing Commercial (C) zoning to include a Specific Use Permit (SUP) to allow for a church.

Attached is said Ordinance.

FINANCIAL IMPACT:

N/A

A ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 22-15

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF SEAGOVILLE, AS HERETOFORE AMENDED, BY GRANTING A SPECIFIC USE PERMIT FOR CHURCH AND WORSHIP SERVICES ON THE PROPERTY LOCATED AT 2609 N. HIGHWAY 175, SEAGOVILLE, DALLAS COUNTY, TEXAS; BEING FURTHER DESCRIBED IN EXHIBIT "A"; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR AN EXPIRATION PERIOD OF TWO (2) YEARS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas, duly passed by the governing body of the City of Seagoville as heretofore amended, be, and the same is hereby, amended by granting a Specific Use Permit for a church and related worship services on the property generally zoned as commercial and located at 2609 N. Highway 175, Seagoville, Dallas County, Texas, subject to the special conditions, and being further described in Exhibit "A", attached hereto and made a part hereof for all purposes.

SECTION 2. That the Specific Use Permit for church and worship services, is hereby approved subject to the following special conditions:

- A. No one shall occupy the main structure until the structure is brought into compliance with all of the City's building codes, proper inspections have been performed by the City's building official, and a final certificate of occupancy is issued by the City's building officials.
- B. That residential uses of the property are forbidden.

- C. The subject property shall be used and maintained in accordance with the City's Zoning Ordinance for commercially zoned properties, except as amended herein.
- D. The Special Use Permit shall be revoked if at any time the structure is used to provide living quarters for an individual(s) past the church's special event periods (vacation bible school, men's retreat, women's retreat, etc.). No persons or guests thereof may occupy the premises for forty-eight (48) consecutive hours.
- E. Events held outside the structure on the subject property shall be in compliance with Article 13.03-Niose, and shall cease by no later than 11:00 p.m.
- F. The Special Use Permit shall be valid for a time period of two (2) years (i.e. 365 calendar days) following issuance, with re-application, re-review and re-issuance of the Special Use Permit as long as the church property owners continue with church services, subject to the special conditions, being extended on the subject property.

SECTION 3. That the above property shall be used only in the manner and for the purposes provided for by the approved Site Plan and the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended, and as amended herein.

SECTION 4. 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 5. That should any word, 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 Comprehensive Zoning Ordinance as a whole.

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

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

SECTION 8. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide, and; said Ordinance shall expire and the rights granted herein shall terminate two (2) years from the date of adoption.

DULY PASSED by the City Council of the City of Seagoville, Texas this 19th day of October, 2015.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

ROBERT HAGER, City Attorney
(73770/REH/10/14/15)

EXHIBIT "A"
"Specific Use Permit"

Agenda Item 5

Discuss and consider a Resolution entering into a Professional Services Agreement with BSM Engineers, Inc. for engineering services; authorizing the Interim City Manager to execute any and all necessary documents; providing for the repeal of any and all resolutions in conflict; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

Andy Martin with BSM Engineers, Inc. has been performing engineering services since the 1980s. Currently, services are being provided on an as needed basis. There has not been a formal agreement for some time now. The attached agreement will clarify the services being provided by the firm as well as the fees charged for said services.

Staff is happy with the work performed and would like to continue utilizing the firm for engineering services as needed.

FINANCIAL IMPACT:

Funds are budgeted in both the Public Works Department and Planning Department for this expense.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 51-R-15

A RESOLUTION ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT WITH BSM ENGINEERS, INC. FOR ENGINEERING SERVICES; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas desires to enter into a Professional Services Agreement with BSM Engineers, Inc. for engineering services; and

WHEREAS, BSM Engineers Services, Inc. will be compensated on an as needed basis for tasks and fees incorporated in the Professional Services Agreement; and

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the Professional Services Agreement and has determined it to be in the best interest of the City of Seagoville.

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

SECTION 1. The Interim City Manager is hereby authorized, on behalf of the City of Seagoville, Texas, to execute a Professional Services Agreement, attached hereto as Exhibit "A" and made a part hereof for all purposes, with BSM Engineering, Inc. for engineering services on an as needed basis.

SECTION 2. All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 3. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 4. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 19th day of October, 2015.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**CITY OF SEAGOVILLE
CONSULTANT SERVICES AGREEMENT
(ENGINEERING)**

This CONSULTANT SERVICES AGREEMENT (“Agreement”) is made by and between the City of Seagoville, Texas (“City”) and BSM ENGINEERS, INC. (the “Consultant”) acting by and through their authorized representatives.

Recitals:

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

WHEREAS, the Consultant desires to render professional engineering and other services to the City in accordance with the terms and conditions set forth in this Agreement in connection with various projects from time to time assigned to Consultant by City;

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 begin on the last date of execution hereof (the “Effective Date”) and continue until the services of all Task Orders assigned by City and accepted by Engineer are completed unless sooner terminated as provided herein.

1.2 Either party may terminate this Agreement by giving not less than thirty (30) days prior written notice to the other party. In the event of such termination, the Consultant shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

1.3 Either party may terminate a Task Order without terminating this Agreement by providing not less than fifteen (15) days prior written notice to the other party. In the event of such termination, the Consultant shall be entitled to compensation for any services completed with respect to the terminated Task Order to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

**Article II
Scope of Services**

2.1 City retains Consultant to provide professional civil engineering and surveying services, including but not limited to those services generally described in Attachment “A” attached hereto, on an as-needed basis. Specific projects shall be described in executed individual tasks orders signed by City and Consultant which contain the specific scope, requirements, and schedule for the work (“Task Order”), on the Task Order Form in Attachment “B”.

Exhibit "A"

2.2 Prior to execution of each Task Order, City and Consultant shall review and agree on the contents of the Task Order and the estimated fees and expenses Consultant reasonably expects to charge for the work described in the Task Order. The parties acknowledge and agree that any and all opinions and cost estimates provided by Consultant represent a professional opinion consistent with the standards of the industry.

2.3 All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by Consultant and its consultants, subcontractors, agents, representatives, and/or employees in connection with each Task Order (“Project Documents”) are intended for the use and benefit of City. Consultant and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all Project Documents, whether in draft form or final form, which are produced at City’s request and in furtherance of this Agreement or the work described in each Task Order. City shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Consultant in connection with this Agreement are “works for hire” and shall be the property of City. City shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. Consultant shall, upon completion of the services, or earlier termination, provide City with reproductions of all materials, reports, and exhibits prepared by Consultant pursuant to this Contract, and in electronic format if requested by City.

Article III Schedule of Work

Consultant agrees to commence services described in each Task Order upon written direction from City and to complete the required services in accordance with the work schedule set forth in each Task Order.

Article IV Compensation and Method of Payment

4.1 City shall compensate Consultant for Consultant’s services in accordance with the fees set forth in Attachment “A”, hereto. Consultant will not invoice more than the not-to-exceed fee set forth in the respective Task Order without first obtaining City’s written approval. Unless otherwise provided herein, payment to Consultant shall be monthly based on Consultant’s monthly progress report and detailed monthly itemized statement in a form reasonably acceptable to the City for services that sets forth the names of the Consultant’s employees, agents, and subcontractors performing the services, the time worked, the services performed, the rates charged for such services, the description and amount of reimbursable expenses, the total amount of fee earned to date under the Task Order and the amount due and payable as of the current statement. Monthly statements shall include authorized non-salary expenses with

supporting itemized invoices and documentation. The monthly invoices shall be submitted on or before the 15th day of each calendar month. City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. The final payment of the fee shall be made after satisfactory completion of the services described in the Task Order and City acceptance of the design, and the submittal of “as built drawings,” or record drawings as applicable.

4.2 Unless otherwise provided in the Task Order, Consultant shall be reimbursed for all expenses related to the services provided pursuant to this Agreement including but not limited to travel, copying and facsimile charges, telephone, and technology charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 Consultant shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement or otherwise described in a Task Order, Consultant 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.

5.2 To the extent reasonably necessary for Consultant to perform the services under this Agreement, Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that Consultant may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of the City and identified in the applicable Task Order. The cost of such personnel and assistance shall be a reimbursable expense to Consultant.

5.3 Consultant shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 City agrees to provide the information set forth in each Task Order prior to commencement of work by Consultant. Any requirements to provide access to any work site shall be set forth in each Task Order.

Article VI Miscellaneous

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

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

(With copy to):

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If to Consultant:

Andrew Martin
BSM Engineers, Inc.
4111 East U.S. Hwy 80, Ste. 405
Mesquite, Texas 75150

6.10 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.

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

6.12 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONSULTANT PURSUANT TO THIS AGREEMENT. CONSULTANT HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. CONSULTANT AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONSULTANT'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONSULTANT, ITS OFFICERS, DIRECTORS, SERVANTS, AND EMPLOYEES, (EXCEPT TO THE EXTENT SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF CITY, IN WHOLE OR IN PART, IN WHICH CASE CONSULTANT SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONSULTANT AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). CONSULTANT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Responsibility for Work. Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans, and other services furnished by Consultant pursuant to this Agreement. Neither City's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement, and Consultant shall be and remain liable to City in accordance with applicable law for all damages to City caused by the negligent performance of Consultant and/or any of its officers, employees, agents, or subcontractors of any of the services furnished under this Agreement.

6.14 Audits and Records. Consultant agrees that during the term hereof City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Consultant'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.

6.15 Insurance.

- (a) Consultant shall during the term of this Agreement maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Consultant's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; and (ii) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and in the aggregate.
- (b) The general liability policy required herein shall be endorsed to name the City, its officers, and employees as additional insureds as to all applicable coverage.
- (c) All insurance policies obtained shall be endorsed to require or otherwise provide that not less than thirty (30) days prior written notice be given to City for cancellation, non-renewal, or material change of the insurance.
- (d) The general liability insurance policy required herein shall be endorsed to provide for a waiver of subrogation in favor of City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance,
- (e) A certificate of insurance and copies of the endorsements evidencing the required insurance coverage and endorsements shall be submitted prior to commencement of services.

6.16 Survival of Obligations. Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

EXECUTED this _____ day of _____, 2015.

CITY OF SEAGOVILLE, TEXAS

By: _____
Pat Stallings, Interim City Manager

APPROVED AS TO FORM:

City Attorney

EXECUTED this _____ day of _____, 2015.

BSM ENGINEERS, INC.

By: _____
Andrew Martin, P.E.

ATTACHMENT "A"



ARTHUR F. BECK, P.E., RPLS

Consulting Civil Engineers

ANDREW M. MARTIN, JR., P.E.

AS NEEDED SERVICES AGREEMENT

Andrew Martin, Jr., P.E. with BSM Engineers, Inc. agrees to enter into an "AS NEEDED SERVICE AGREEMENT" with the City of Seagoville, Texas: as of September 2015. This agreement is to provide Civil Engineering and Surveying services for the City of Seagoville on an "AS NEEDED" basis. This agreement is to attend meetings at the city, prepare construction plans for city projects, prepare bid documents, construction observation, review of private development construction plans, prepare file plats, preparation of construction cost estimates, provide surveying services, or other items as required by the City of Seagoville, Texas. This agreement will be on an hourly basis at our normal billing rates, which are as listed below:

Fee Schedule:

Engineering:

Civil Engineer: \$ 55.00

Civil Engineer EIT: \$ 50.00

CAD Technician: \$ 45.00

Drafting: \$ 45.00

Clerical \$ 40.00

Research: \$ 40.00

Reimbursable Items: printing, delivery, maps, Invoice cost plus 10%

Surveying:

Survey Crew: \$ Hourly

CAD Technician: \$ Hourly

Research: \$ 40.00/Hour

Clerical \$ 35.00/Hour

BSM Engineers, Inc. has Professional Liability Insurance in the amount of \$ 1,000,000, and General Liability insurance in the amount of \$ 1,000,000.

All services and reimbursable expenses will be billed at the end of each month as work progress and will be due and payable within 30 days of the statement date.

We appreciate the opportunity to provide the services of BSM Engineers to the City of Seagoville, Texas.

Sincerely

A handwritten signature in cursive script, appearing to read "Andy Martin", with a horizontal line underneath.

Accepted by the City of Seagoville, Texas

Pat Stallings-Interim City Manager

Date

4111 East U.S. Hwy 80, Suite 405 • Mesquite, Texas 75150 • (972)681-4680 • bsm2@cawb.com

ATTACHMENT "B"
TASK ORDER FORM

Task Order Number _____

This Task Order for Services is made as of the date indicated below, under the terms and conditions established in the *City of Seagoville Consultant Services Agreement (Engineering)*, dated _____, 2015, between City of Seagoville (City) and BSM Engineers, Inc. (Consultant). This task order is intended to document tasks that can be more clearly defined and that are expected to take a significant effort or period of time.

Compensation for the Services is defined in the Agreement. The estimated charges and fees for the Scope of Services described below is \$ _____.

Scope of Services (and Schedule if required):

Agreed and Authorized this ___ day of _____, 2015.

City of Seagoville, Texas

By: _____
City Manager

Approved as to Form:

Director of Public Works

Agreed and Accepted this ___ day of _____, 2015.

BSM Engineers, Inc.

By: _____

Name: _____

Its: _____

Agenda Item 6

Discuss and consider a Resolution amending Resolution No. 69-08, the Master Fee Schedule to provide for a Municipal Storm Water Utility Fee of seventy-five cents (\$0.75) per impervious surface area per month; providing for exemptions and collection thereof; providing for the repeal of any and all resolutions in conflict; and providing an effective date.

BACKGROUND OF ISSUE:

In approving the FY 2016 budget, Council approved the application of an increase in the Municipal Storm Drainage Fee from \$0.50 (fifty cents) per impervious surface area to \$0.75 (seventy five cents) per impervious surface area. This resolution incorporates the new fee by amending the Master Fee Schedule

FINANCIAL IMPACT:

An estimated \$27,600 provided to the funding of a 2 (two) person litter crew.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 52-R-15

A RESOLUTION AMENDING RESOLUTION NO. 69-08, THE MASTER FEE SCHEDULE TO PROVIDE FOR A MUNICIPAL STORM WATER UTILITY FEE OF SEVENTY-FIVE CENTS (\$0.75) PER IMPERVIOUS SURFACE AREA PER MONTH; PROVIDING FOR EXEMPTIONS AND COLLECTION THEREOF; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seagoville, Texas, previously adopted Resolution No. 69-08 to provide general and special fees and charges to be assessed and collected by the City, as authorized by the Code of Ordinances and other applicable codes, ordinances, resolutions and laws; and

WHEREAS, Section 19.09.006 of the Seagoville Code of Ordinances provides that a drainage utility fee shall be established and collected through the City's bill for public utilities pursuant to applicable law; and

WHEREAS, the City Council established said fees in compliance with state law; and

WHEREAS, the FY 2016 budget included an increase of twenty-five cents (\$0.25) per impervious surface area to provide funding for a 2 (two) person litter crew; and

WHEREAS, the Master Fee Schedule adopted by Resolution No. 69-08, as amended, is hereby amended to provide for the municipal storm water utility system fee and such fee shall be collected through the City's bill for public utilities pursuant to state law;

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

SECTION 1. The Master Fee Schedule, adopted by Resolution 69-08, as amended, be and the same is hereby amended to provide for the increase of the municipal storm water utility system fee, which shall be as follows:

"MUNICIPAL STORM WATER UTILITY SYSTEM FEE SCHEDULE
Equivalent Residential Unit

- (1) Rates shall be charged based on a property's contribution to the public storm water utility system. The contribution shall be based on the impervious area for the property.

- (2) One equivalent residential unit ("ERU") is defined as 3,400 square feet of impervious area. ERU's shall be calculated in whole increments, with no fee maximum.
- (3) The rate per ERU is seventy-five cents (\$0.75) per month.
- (4) Single family residential properties will be assessed one (1) ERU per month.
- (5) All other non-exempt properties will be assessed based on their measured impervious area at a rate of seventy-five cents (\$0.75) per ERU.
- (6) A minimum charge of one (1) ERU shall be applied to each property, regardless of classification."

SECTION 2. Only exemptions required by TEXAS LOCAL GOVERNMENT CODE Chapter 552 and Chapter 580 are allowed.

SECTION 3. The rates established here shall apply to the accounts maintained by the City for public utility services and shall be collected through the city's bill for public utilities pursuant to state law.

SECTION 4. This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the law.

PASSED AND APPROVED this 19th day of October, 2015 by the Seagoville City Council, Seagoville, Texas.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Agenda Item 7

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 8

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 9

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 10 and 11

ITEM 10.

Recess into Executive Session 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.*
- (B) Section 551.074, Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Alternate Municipal Court Judge.
- (C) Section 551.074, Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager.

ITEM 11.

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

Agenda Item 12

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