



**SEAGOVILLE CITY COUNCIL
MEETING AGENDA
MONDAY, NOVEMBER 16, 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. Appointment of Police Chief and Administer Oath of Office
4. 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.
- 2C. Approval of a Resolution designating Mayor Dennis K. Childress, City Manager Pat Stallings and Finance Director Patrick Harvey as Authorized Representatives of TexPool.

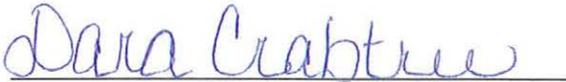
REPORTS/RECOMMENDATIONS/REQUESTS

3. Conduct a public hearing to hear a request from Patricia Hall to rezone a vacant tract of land from Local Retail (LR) zoning to Residential-2 (R-2) zoning on the property located at 620 Ard Road, Seagoville, Texas more particularly described as Tract 13, Herman Heider Survey, Abstract No. 541. Page 450, approximately 1.0632 acres; and amend the Comprehensive Land Use Plan.
4. Discuss and consider an Ordinance amending the zoning from Local Retail (LR) zoning to Residential-2 (R-2) zoning on the property located at 620 Ard Road, Seagoville, Texas more particularly described as Tract 13, Herman Heider Survey, Abstract No. 541. Page 450, approximately 1.0632 acres; amend the Comprehensive Land Use Plan; providing a severability clause; providing a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date.
5. Discuss and consider a Resolution casting the City of Seagoville's vote for either Loren Byers, Blake Clemons, Steven Gorwood or Michael Hurtt as the suburban cities' representative to the Dallas Central Appraisal District Board of Directors.
6. Discuss and consider a Resolution approving an amendment to the Tax Abatement Agreement with Sadruddin Gilliani/Faisal Merchant to provide for an amendment to the expiration date for the three (3) consecutive years as provided in the Agreement from December 2015 to December 2017; Authorizing the Mayor to execute said Amendment; and providing for an effective date.
7. Discuss and consider a Resolution authorizing the City Manager to execute the terms and conditions of the grant obligations to Sadruddin Gilliani/Faisal Merchant pursuant to the Chapter 380 Economic Development Incentive Agreement entered into on or about October 3, 2011; providing a savings clause; and providing an effective date.
8. Receive and discuss recommendations from Charter Review Commission.
9. Receive Councilmember Reports – Items of community interest regarding which no action will be taken, as authorized by Section 551.0415 of the Government Code.

AGENDA (cont'd)

10. Receive Citizen Comments – Citizens may speak 6 minutes each on any matter, other than personnel matters, or matters under litigation.
11. Receive Future Agenda Items – Items to be placed on a future agenda which no action or discussion will be taken at this meeting.
12. Recess into Executive Session in compliance with Texas Government Code Section 551.071, to seek legal advice from City Attorney regarding claims of former employee Larry Graves.
13. Discuss any item and/or take any action necessary as a result of the Executive Session.
14. Adjourn.

Posted Thursday, November 12, 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, November 30, 2015 @ 6:30 p.m., City Council workshop.
- Monday, December 14, 2015 @ 7:00 p.m., City Council meeting.

Agenda Item 1C

Approval of minutes.

BACKGROUND OF ISSUE:

Approval of minutes for meetings held on October 19, 2015, October 26, 2015 and November 2, 2015.

FINANCIAL IMPACT:

N/A

**CITY COUNCIL
WORK SESSION
OCTOBER 19, 2015**

The City Council held a work session on Monday, October 19, 2015 at 6:30 p.m. with a quorum present, to wit:

Dennis Childress	Mayor
Tommy Lemond	Mayor Pro Tem
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, Interim Public Works Director Phil DeChant, Community Development Director Ladis Barr, Library Director Liz Gant, City Attorney Robert Hager and City Secretary Dara Crabtree.

ITEM 2. STAFF UPDATES.

Interim City Manager Stallings provided the following update.

- (a) City Attorney Hager will **now be** conducting office hours with staff for approximately two hours prior to council meetings and then will be attending the council meetings to provide legal advice as needed during the meeting.
- (b) Library Director Gant provided an update on the upcoming Employee Chili Cook-Off and asked everyone judging to please arrive at 11:00 a.m. on Thursday, October 29th.
- (c) The newly created two (2) person litter crew has begun work and has completed Bowers Road and is working in various other areas around including but not limited to the parks, Farmers Road, Lasater Road, the frontage road to Highway 175 and illegal dump sites.
- (d) TxDOT advised they would mow Highway 175 in the next couple of weeks.

ITEM 1. DISCUSSION OF AGENDA ITEMS.

ITEM 5. Following a City Council inquiry, Interim City Manager Stallings stated the BSM Engineers agreement was for two (2) years and there is no change in the scope of work that is currently being performed.

The work session was adjourned at 6:41 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**CITY COUNCIL
REGULAR MEETING
OCTOBER 19, 2015**

The City Council held a regular meeting on Monday, October 19, 2015 at 7:00 p.m. with a quorum present, to wit:

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

The Invocation was provided by Finance Director Harvey. Mayor Childress led the Pledge of Allegiance.

MAYOR'S REPORT. Mayor Childress stated the November 2nd city council meeting was cancelled due to the November 3rd election; Council Chambers was an official polling location for the election, polls will be open 7:00 a.m. – 7:00 p.m.; city offices will be closed Wednesday, November 11th in observance of Veteran's Day; and a proclamation was mailed recognizing the month of November as Diabetes Awareness Month.

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

CONSENT AGENDA.

Councilmember Hernandez made a motion, seconded by Councilmember Howard, to approve Consent Agenda Item 1C. A vote was cast 5 in favor, 0 against.

ITEM 1C. Approve minutes for meetings held on October 5, 2015.

ITEM 2. Board and Commission applicant interview was pulled from the agenda due to applicant was unavailable to attend the meeting.

ITEM 3. Appointment to the Park and Recreation Advisory Committee was pulled from the agenda.

ITEM 4. Councilmember Hernandez made a motion, seconded by Councilmember Epps, to approve Ordinance No. 22-15 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. A vote was cast 5 for, 0 against.

ITEM 5. Mayor Pro Tem Lemond made a motion, seconded by Councilmember Fruin, to approve Resolution No. 51-R-15 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. A vote was cast 5 for, 0 against.

ITEM 6. Following a discussion, Councilmember Hernandez made a motion, seconded by Councilmember Fruin, to approve Resolution No. 52-R-15 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. A vote was cast 5 for, 0 against.

ITEM 7. COUNCILMEMBER REPORTS.

Jose Hernandez – commented the light at Hall Road and Highway 175 remains red for an extended period and requested TxDOT look at the light.

Interim Public Works Director DeChant stated TxDOT had been contacted and he was advised they are waiting on the contractor to complete road work and then it would recognize the vehicles.

Jon Epps – commented on the how dark Stark Road and Highway 175 was and inquired if TXU would be installing lights at the intersection the same as the other exit/entrance ramps along Highway 175.

ITEM 8. CITIZEN COMMENTS.

Glenda Dupuis, 104 Avenue C – requested placing an item on a future agenda to add “*In God We Trust*” to all police and fire vehicles; commented the Attorney General made a statement in support of Childress Texas having the statement on their vehicles; following a recent Facebook poll, she understand this issue is not without controversy; recent bad press law enforcement has taken; the quote was adopted 60 years ago in response to communism; meant to unify and build confidence; desire for all to be on same page; ashamed must be so politically correct vs. doing the right thing; do not want to create problems; more homework on the topic is needed; and Attorney General has not ruled on the topic, only made statement.

ITEM 9. FUTURE AGENDA ITEMS.

Rick Howard – requested to consider placing “*In God We Trust*” on police and fire vehicles.

ITEM 10. The City Council recessed into Executive Session at 7:18 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 551.074, 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.

The City Council reconvened into open session at 7:33 p.m.

ITEM 11. No action was taken Item (A) as a result of the Executive Session. Item (B) Councilmember Howard made a motion, seconded by Councilmember Fruin, to appoint Janice Helene McKee as 2nd Alternate Municipal Judge for a two (2) year term and authorize the Mayor to execute the standard contract. A vote was cast 5 for, 0 against.

The City Council recessed back into Executive Session at 9:36 p.m.
The City Council reconvened into open session at 9:51 p.m.

Item (C) Councilmember Hernandez made a motion, seconded by Councilmember Howard, to appoint Pat Stallings as City Manager subject to a mutually agreeable contract at the next City Council meeting. A vote was cast 5 for, 0 against.

ITEM 12. The meeting adjourned at 9:52 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**CITY COUNCIL
WORKSHOP
OCTOBER 26, 2015**

The City Council held a workshop on Monday, October 26, 2015 at 6:30 p.m. with a quorum present, to wit:

Dennis Childress	Mayor
Tommy Lemond	Mayor Pro Tem
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, Interim Public Works Director Phil DeChant, Community Development Director Ladis Barr, Library Director Liz Gant, Interim Police Chief Ray Calverley, Fire Chief Todd Gilcrease, HR Director/Risk Manager Cindy Brown, Support Services Manager Christine Dykes, Water/Sewer Superintendent Chris Ryan and City Secretary Dara Crabtree.

ITEM 1. Mike Conduff with The Elim Group conducted a Leadership Summit with the City Council and Staff for the purpose of team building.

The workshop was adjourned at 9:34 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**CITY COUNCIL
REGULAR MEETING
NOVEMBER 02, 2015**

The City Council held a meeting on Monday, November 02, 2015 at 6:30 p.m. with a quorum present, to wit:

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

The following staff members were also present: **Interim City Manager Pat Stallings**, City Attorney Bob Hager and City Secretary Dara Crabtree.

ITEM 1. The City Council recessed into Executive Session at 6:30 p.m. in compliance with Texas Government Code:

(A) 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.

The City Council reconvened in open session at 6:34 p.m.

ITEM 2. Councilmember Hernandez made a motion, seconded by Councilmember Howard, to approved the City Manager's contract as presented. A vote was cast 5 for, 0 against.

The workshop was adjourned at 6:35 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Agenda Item 2C

Approval of a Resolution designating Mayor Dennis K. Childress, City Manager Pat Stallings and Finance Director Patrick Harvey as Authorized Representatives of TexPool.

BACKGROUND OF ISSUE:

The Texas Government Investment Pool (TexPool), a public funds investment pool, was created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity and yield consistent with Public Investment Act.

The individuals, whose signatures appear in this Resolution, are Authorized Representatives of the City and are each authorized to transmit funds for investment in TexPool and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

FINANCIAL IMPACT:

N/A



Resolution Amending Authorized Representatives

Please use this form to amend or designate Authorized Representatives.

This document supersedes all prior Authorized Representative forms.

* Required Fields

1. Resolution

WHEREAS,

City of Seagoville
Participant Name*

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Dennis K. Childress
Name
Mayor
Title
(972) 287-6819 / (972) 287-3819 / mayor@seagoville.us
Phone/Fax/Email
Signature

2. Pat Stallings
Name
City Manager
Title
(972) 287-6807 / (972) 287-3819 / pstallings@seagoville.us
Phone/Fax/Email
Signature

1. Resolution (continued)

3. Patrick Harvey
 Name
Finance Director
 Title
(972) 287-287-6800 / (972) 287-3819 / pharvey@seagoville.us
 Phone/Fax/Email
 Signature

4. _____
 Name

 Title

 Phone/Fax/Email
 Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Patrick Harvey
 Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Tan Beatty
 Name
Asst. Finance Director
 Title
(972) 287-6806 / (972) 287-3819 / tbeatty@seagoville.us
 Phone/Fax/Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 16th day November, 20 15.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

City of Seagoville
 Name of Participant*

SIGNED

 Signature*
Dennis K. Childress
 Printed Name*
Mayor
 Title*

ATTEST

 Signature*
Dara Crabtree
 Printed Name*
City Secretary
 Title*

2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, or mailed to:

TexPool Participant Services
1001 Texas Avenue, Suite 1400
Houston, TX 77002

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TEX-REP

2 OF 2

TexPool Participant Services
1001 Texas Avenue, Suite 1400 • Houston, TX 77002
Phone: 1-866-TEXPOOL (839-7665) • Fax: 1-866-839-3291 • www.texpool.com

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G45340-17 (7/15)

Agenda Item 3

Conduct a public hearing to hear a request from Patricia Hall to rezone a vacant tract of land from Local Retail (LR) zoning to Residential-2 (R-2) zoning on the property located at 620 Ard Road, Seagoville, Texas more particularly described as Tract 13, Herman Heider Survey, Abstract No. 541. Page 450, approximately 1.0632 acres; and amend the Comprehensive Land Use Plan.

BACKGROUND OF ISSUE:

The applicant, Patricia Hall is requesting to rezone a vacant tract of land from Local Retail (LR) zoning to Residential-2 (R-2) zoning.

The Planning and Zoning Commission conducted a public hearing on October 27, 2015. Twenty (20) property owners were notified in accordance with the 200 foot rule. At this time, two (2) notices have been received in favor of the request and no notices in opposition.

The existing zoning for the immediate surrounding properties consist of Residential 1 and 2 along with Local Retail

Following the public hearing, the Planning and Zoning Commission voted unanimously to recommend approval of the zoning change.

FINANICIAL IMPACT:

N/A



PAID
SEP 10 2015
CITY OF SEAGOVILLE

ZONING APPLICATION
 City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: 10-27-15 City Council: 11-16-15
 DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required): _____

Application Type:

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

Name of Subdivision or Project: _____
 Physical Location of Property: 6020 Ard Rd.
[General Location -- approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description):
HERMAN Heider Abst. 54 PG 450 TR 13
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: 1.0632 Existing Zoning: L, R Requested Zoning: Residential - Z
[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: PATRICIA HALL Applicant or Owner? (circle one)

Contact Person: self Title: _____

Company Name: _____

Street/Mailing Address: 6107 Co. Rd. 149 City: KAUFMAN State: TX Zip: 75142

Phone: 214 957 1930 Fax: () Email Address: _____

Engineer / Representative's Name: _____

Contact Person: _____ Title: _____

Company Name: _____

Street/Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone: () Fax: () Email Address: _____

SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DATE. (All zoning applications must be advertised in the newspaper, and notices must be mailed to all property owners within 200 feet of the subject property. Please contact City staff in advance for submittal deadlines.)
All applications must be COMPLETE before they will be scheduled for P&Z agenda. It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be obtained from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements.
All application materials (one copy) must be delivered to the City's Planner. The name, address, phone number, etc. of the City's Planner can be obtained from City staff. Failure to submit all materials to the City's Planner may result in delays scheduling the zoning application for a P&Z agenda.
Notice of Public Records. The submission of plans/drawings with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

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

Signed: Patricia Hall Title: owner Date: 9/10/15



AND SWORN TO before me, this the 10th day of September, 15.
[Month] [Year]
 Notary Public in and for the State of Texas: Stacey Patterson
 My Commission Expires On: Aug 5, 2016

Office Use Only: Date Rec'd: 9-10-15 Fees Paid: \$ 250 Check #: 10710 Receipt #: 387872
 Zoning Case #: 22015-07 Accepted By: CS Official Submittal Date: 9-10-15

Zoning Request #Z2015-07 (620 Ard Road)



**Dallas Central
Appraisal District**
www.dallascad.org

DISCLAIMER

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Subject property is outlined in red above.

(10/16/2015)

Zoning Request #Z2015-07
(620 Ard Road)

BOB F. & IRENE MEEK
1204 STARK ROAD
DALLAS, TX 75253-6629

ADAN T. SANDOVAL
2710 OLD SEAGOVILLE ROAD
SEAGOVILLE, TX 75159-1920

CHARLES BOB TRYON
2712 SEAGOVILLE ROAD
SEAGOVILLE, TX 75159-1920

MAGGIE N. WRIGHT
2701 MACI COURT
SEAGOVILLE, TX 75159-5455

SHEPHERD PLACE HOMES INC.
620 ROWLETT ROAD
GARLAND, TX 75043-3703

MAGGIE NOLENE WRIGHT
2703 MACI COURT
SEAGOVILLE, TX 75159-5455

KIANA CATHLEEN CASE
2702 MACI COURT
SEAGOVILLE, TX 75159-5455

CLAUDIA CONTRERAS
2705 MACI COURT
SEAGOVILLE, TX 75159-5455

ERIKA FAZ
2704 MACI COURT
SEAGOVILLE, TX 75159-5455

ALONDRA SANCHEZ
2707 MACI COURT
SEAGOVILLE, TX 75159-5455

TODD SULZINGER
579 KING STREET
REDWOOD CITY, CA 94062-2042

ANGELA MARIE LOVETTE
2709 MACI COURT
SEAGOVILLE, TX 75159-5455

ELEAZAR E. GUZMAN
2711 MACI COURT
SEAGOVILLE, TX 75159-5455

DJB PRODIGY INVESTMENTS
ATTN: BHARAT SUVAGIA
6028 TOLEDO STREET
PLANO, TX 75094-4601

CATHEDRAL OF LIFE FULL GOSPEL
CHURCH INC.
P.O. BOX 360895
DALLAS, TX 75336-0895

ESTATE OF EZEAKIL K. HENDERSON
JR.
442 ARD ROAD
SEAGOVILLE, TX 75159-1902

BUBBLEZ CAR WASH LLC
P.O. BOX 192274
DALLAS, TX 75219-8516

MARTHA MCGRAW
2707 SEAGOVILLE ROAD
SEAGOVILLE, TX 75159-1919

NATASHA BUSTOS
2713 SEAGOVILLE ROAD
SEAGOVILLE, TX 75159-1919

ROSA BUSTOS
2717 SEAGOVILLE ROAD
SEAGOVILLE, TX 75159-1919

I, Planning Technician Cindy Kintz, do solemnly swear that the twenty (20) property owners listed above were sent a property owner notice on Zoning Request #Z2015-07 on the tsubject property commonly known as 620 Ard Road on Friday afternoon, **October 16, 2015** and placed in the out-going United States Post Office box located at the rear entrance of city hall next to the night drop box for the utility (water) bill payments per City Secretary Dara Crabtree.


Signature: Cindy Kintz

Date: October 16, 2015 (Friday)

City of Seagoville, Texas
702 N. Highway 175
Seagoville, Texas 75159

RECEIVED

OCT 20 2015



RECEIVED
OCT 21 2015
BY: CK by Fax

October 16, 2015

PUBLIC NOTICE
NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING & ZONING COMMISSION AND CITY COUNCIL
City of Seagoville, Texas
#Z2015-07

A public hearing will be held before the Planning & Zoning Commission on Tuesday, October 27, 2015 at 6:30 p.m., and before the City Council on Monday, November 16, 2015 at 7:00 p.m., in the Council Chambers, City Hall, 702 North U.S. Highway 175, Seagoville, Texas, for the purpose of a zoning request to rezone a vacant tract of land from Local Retail (LR) zoning to Residential-2 (R-2) zoning and amending the Comprehensive Land Use Plan.

The subject property is located on the northwest corner of the intersection of Ard and Seagoville Roads with the physical address of 620 Ard Road in Seagoville, Texas (legal description: Tract 13, of the Herman Heider Survey, Abstract No. 541, Page 450; acreage: 1.0632± acres).

The City Council of the City of Seagoville will hold a public hearing on Monday, November 16, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, to consider the recommendation of the Planning and Zoning Commission in regards to this request.

As an interested citizen, you may appear at the public hearings or you may send a notice, prior to 5:00 p.m. on the day of the public hearings, to either City Secretary Dara Crabtree or to Cindy Kintz, Planning and Zoning Commission Liaison, 702 North U.S. Highway 175, Seagoville, Texas 75159 or via fax at (972) 287-3891 stating your position.

As a property owner, this will be the only two opportunities to have your opinion documented for the record.

(Please indicate your opinion in this matter by checking the appropriate box; provide any additional comments you may have in the appropriate space; and sign and complete the name and address information below.)

"I am... in favor of) (opposed to) ...Zoning Request Z2015-07 described herein."

Additional Comments (if necessary, affix additional sheet): _____

Signature(s): _____
Printed Name(s): _____
Address: _____
Phone Number: (972) _____

SHEPHERD PLAGE HOMES, INC.
dba ROBBIE HALE HOMES
972-475-1100
620 ROWLETT RD.
GARLAND, TX 75043-3709

Seagoville TX 75159



MINUTES

FOR THE

SEAGOVILLE PLANNING AND ZONING COMMISSION

Meeting scheduled to begin at 6:30 p.m.,

Tuesday, October 27, 2015

in the Council Chambers of City Hall,

located at 702 N. Highway 175 – Seagoville, Texas

- I. Chairperson Perez declared a quorum present and called the meeting to order at 6:30 p.m.

Commissioners present: Commissioner Garry Adams
Chairperson Alexandria Perez
Vice-Chairperson James Sudduth
Commissioner Dee Thompson
Commissioner Carl Polnac

Commissioners absent: Commissioner Catherine Braggs
Commissioner Errik Watson

City Staff present: Building Official Ladis Barr
Planning Technician/P&Z Commission Liaison Cindy Kintz

- II. Chairperson Perez gave the invocation and the commissioners led in the reciting of the Pledge of Allegiance.
- III. Commissioner Adams made a motion, seconded by Commissioner Thompson, to approve the minutes for the meeting held on September 29, 2015. A vote was cast 5 in favor, and 0 against.
- IV.A. Chairperson Perez opened the public hearing at 6:32 p.m. to hear Zoning Request #Z2015-07 from Patricia Hall to rezone Tract 13 of the Herman Heider Survey, Abstract No. 541, Page 450, more commonly known as 620 Ard Road in Seagoville, Texas from Local-Retail zoning to Residential-2 zoning; and amend the Comprehensive Land Use Plan. The applicant, Patricia Hall – 6107 County Road 149, Kaufman Texas 75142 – spoke in favor of her request. No one spoke in opposition to the request. The public hearing was closed at 6:36 p.m.

After holding a discussion, Commissioner Thompson made a motion, seconded by Commissioner Adams, to recommend to the Seagoville City Council to approve Zoning Request #Z2015-07 as proposed by the applicant and amend the Comprehensive Land Use Plan. A vote was cast 5 in favor, 0 against.

V.A. After holding a discussion, Commissioner Adams made a motion, seconded by Commissioner Polnac, to table the discussion and City Council recommendation concerning carport setback requirements until the November 10, 2015 meeting. A vote was cast 5 in favor and 0 against.

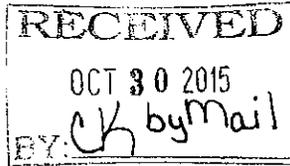
VI. The meeting was adjourned at 6:57 p.m.

ALEXANDRIA PEREZ
CHAIRPERSON

ATTEST:

CINDY KINTZ, PLANNING TECHNICIAN AND
PLANNING AND ZONING COMMISSION LIAISON

City of Seagoville, Texas
702 N. Highway 175
Seagoville, Texas 75159



October 16, 2015

PUBLIC NOTICE
NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING & ZONING COMMISSION AND CITY COUNCIL
City of Seagoville, Texas
#Z2015-07

A public hearing will be held before the Planning & Zoning Commission on Tuesday, October 27, 2015 at 6:30 p.m., and before the City Council on Monday, November 16, 2015, at 7:00 p.m., in the Council Chambers, City Hall, 702 North U.S. Highway 175, Seagoville, Texas, for the purpose of a zoning request to rezone a vacant tract of land from Local Retail (LR) zoning to Residential-2 (R-2) zoning and amending the Comprehensive Land Use Plan.

The subject property is located on the northwest corner of the intersection of Ard and Seagoville Roads with the physical address of 620 Ard Road in Seagoville, Texas (legal description: Tract 13, of the Herman Heider Survey, Abstract No. 541, Page 450; acreage: 1.0632± acres).

The City Council of the City of Seagoville will hold a public hearing on Monday, November 16, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, to consider the recommendation of the Planning and Zoning Commission in regards to this request.

As an interested citizen, you may appear at the public hearings or you may send a notice, prior to 5:00 p.m. on the day of the public hearings, to either City Secretary Dara Crabtree or to Cindy Kintz, Planning and Zoning Commission Liaison, 702 North U.S. Highway 175, Seagoville, Texas 75159 or via fax at (972) 287-3891 stating your position.

As a property owner, this will be the only two opportunities to have your opinion documented for the record.

(Please indicate your opinion in this matter by checking the appropriate box; provide any additional comments you may have in the appropriate space; and sign and complete the name and address information below.)

"I am... (in favor of) (opposed to) ...Zoning Request Z2015-07 described herein."

Additional Comments (if necessary, affix additional sheet): _____

Signature(s): Martha A. McGraw
Printed Name(s): Martha A. McGraw
Address: 2707 Seagoville Rd. Seagoville TX 75159
Phone Number: (972) 287-7243 10/27/2015



October 2, 2015

VIA email – News@SuburbiaNews.com

Suburbia News – Public Notices Department
P.O. Box 130
Seagoville, Texas 75159

Please publish the legal notice as shown below in the **October 8, 2015** issue of your newspaper. Thank you!

Cindy Kintz, Planning & Zoning Liaison
City of Seagoville 702 North U.S. Highway 175 Seagoville, Texas 75159
Fax: (972) 287-3891

**NOTICE OF A PUBLIC HEARING BEFORE THE CITY OF SEAGOVILLE
PLANNING & ZONING COMMISSION AND CITY COUNCIL
ZONING CASE #Z2015-07**

A public hearing will be held before the Planning & Zoning Commission on Tuesday, October 27, 2015 at 6:30 p.m., and before the City Council on Monday, November 16, 2015, at 7:00 p.m., in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, on a zoning request to rezone a vacant tract of land from Local Retail (LR) zoning to Residential-2 (R-2) zoning and amending the Comprehensive Land Use Plan.

The subject property is located on the northwest corner of the intersection of Ard and Seagoville Roads with the physical address of 620 Ard Road in Seagoville, Texas (legal description: Tract 13, of the Herman Heider Survey, Abstract No. 541, Page 450; acreage: 1.0632± acres).

The City Council of the City of Seagoville will hold a public hearing on Monday, November 16, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, to consider the recommendation of the Planning and Zoning Commission in regards to this request.

As an interested citizen, you may appear at the public hearings or you may send a notice, prior to 5:00 p.m. on the days of the public hearings, to City Secretary Dara Crabtree or Planning Technician Cindy Kintz, 702 N. Highway 175, Seagoville, Texas 75159 or via fax at (972) 287-3891 stating your position.

CITY OF SEAGOVILLE
Dara Crabtree
City Secretary

Cindy Kintz
Planning and Zoning

Agenda Item 4

Discuss and consider an Ordinance to rezone a vacant tract of land from Local Retail (LR) zoning to Residential-2 (R-2) zoning on the property located at 620 Ard Road, Seagoville, Texas more particularly described as Tract 13, Herman Heider Survey, Abstract No. 541. Page 450, approximately 1.0632 acres; and amend the Comprehensive Land Use Plan.

BACKGROUND OF ISSUE:

See Agenda Item #3.

FINANCIAL IMPACT:

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 23-15

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF SEAGOVILLE, AS AMENDED, AND THE COMPREHENSIVE LAND USE PLAN, AS AMENDED, BY GRANTING A CHANGE IN ZONING FROM “LR” (LOCAL RETAIL) TO “R-2” (RESIDENTIAL-2) ON AN APPROXIMATE 1.0632± ACRE TRACT OF LAND BEING LEGALLY DESCRIBED AS TRACT 13 OF THE HERMAN HEIDER SURVEY, ABSTRACT 541, PAGE 450 AND BEING COMMONLY KNOWN AS 620 ARD ROAD, SEAGOVILLE, DALLAS COUNTY, TEXAS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Seagoville and the City Council of the City of Seagoville, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Seagoville is of the opinion and finds that a zoning change should be granted and that the Comprehensive Zoning Ordinance and Map, as amended, and the Comprehensive Land Use Plan, as amended, 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 and the Comprehensive Land Use Plan of the City of Seagoville, Texas, as amended, be, and the same are amended by changing the zoning from “LR” (Local Retail) to “R-2” (Residential-2) on an approximate 1.0632± acre tract of land being legally described as Tract 13 of the Herman Heider Survey, Abstract 541, Page 450 and being commonly known as 620 Ard Road, Seagoville, Dallas County, Texas.

SECTION 2. That the above property shall be developed and used only in the manner and for the purposes provide for in a R-2 Residential Zoning under the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended and as amended herein, and that the development of the property herein shall be in accordance with all building regulations, zoning ordinances, and any applicable ordinances except as may be specifically altered or amended herein.

SECTION 3. That all provisions of the ordinances of the City of Seagoville in conflict with the provisions of this ordinance be and the same are hereby repealed and all ordinances not so in conflict shall remain in full force and effect.

SECTION 4. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

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

SECTION 6. That any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. 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.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 16th day of November, 2015.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

DARA CRABTREE, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY
(/cdb TM#74238)

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 23-15

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF SEAGOVILLE, AS AMENDED, AND THE COMPREHENSIVE LAND USE PLAN, AS AMENDED, BY GRANTING A CHANGE IN ZONING FROM "LR" (LOCAL RETAIL) TO "R-2" (RESIDENTIAL-2) ON AN APPROXIMATE 1.0632+ ACRE TRACT OF LAND BEING LEGALLY DESCRIBED AS TRACT 13 OF THE HERMAN HEIDER SURVEY, ABSTRACT 541, PAGE 450 AND BEING COMMONLY KNOWN AS 620 ARD ROAD, SEAGOVILLE, DALLAS COUNTY, TEXAS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 16th day of

November, 2015.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

DARA CRABTREE, CITY SECRETARY

Agenda Item 5

Discuss and consider a Resolution casting the City of Seagoville's vote for either Loren Byers, Blake Clemons, Steven Gorwood or Michael Hurtt as the suburban cities' representative to the Dallas Central Appraisal District Board of Directors.

BACKGROUND OF ISSUE:

As reflected in the attached memorandum from DCAD Executive Director and Chief Appraiser W. Kenneth Nolan, the nomination process for persons to serve on the Dallas Central Appraisal District Board of Directors has been completed.

There are four (4) nominees to choose from: Loren Byers, Blake Clemons, Steven Gorwood and Michael Hurtt. By State law, the City must vote by official ballot resolution. Resolution No. 54-R-15 will cast the City of Seagoville's vote.

For your convenience, I have attached bios for each of the nominees except Steven Gorwood. I was unable to obtain a bio for him. The only information I have for Mr. Gorwood is he is a Balch Springs Councilmember.

FINANCIAL IMPACT:

N/A

A RESOLUTION OF THE CITY OF SEAGOVILLE

RESOLUTION NO. 54-R-15

**A RESOLUTION OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS,
CASTING ITS VOTE FOR THE FOURTH MEMBER OF THE BOARD OF DIRECTORS
OF THE DALLAS CENTRAL APPRAISAL DISTRICT.**

WHEREAS, Dallas county eligible taxing entities have expressed and approved an option which allows for representation to the Appraisal District Board of Directors (in accordance with Section 6.03 of the Texas Property Tax Code) as follows:

1. The City of Dallas shall appoint one (1) member to the Board.
2. The Dallas Independent School District shall appoint one (1) member to the Board.
3. The Dallas County Commissioners Court shall appoint one (1) member to the Board. The member appointed by the Dallas County Commissioners Court shall not be a resident of either the City of Dallas or the Dallas Independent School District.
4. Each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as the fourth member of the Board of Directors. The said cities and towns shall, from the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, the fourth member of the Board of Directors.
5. Each of the School Districts, and the Dallas County Community College District, except the Dallas Independent School District, shall have the right to nominate by an official resolution one (1) candidate as the fifth member of the Board of Directors. The said school districts shall among the nominations received appoint by a majority vote, with each school district being entitled to one (1) vote, the fifth member of the Board of Directors.

The votes required for election to the Board of Directors in 4 and 5 hereof shall be a majority of those authorized to vote in 4 and 5 respectively and not by a majority of the quorum, and

WHEREAS, the City of Seagoville does hereby cast its vote by marking the ballot below: (Check one only)

- Loren Byers**
- Blake Clemons**
- Steven Gorwood**
- Michael Hurtt**

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Seagoville does hereby confirm its one (1) vote for the election of _____ as the suburban cities' representative to the Board of Directors of the Dallas Central Appraisal District.

PASSED AND APPROVED, this the 16th day of November, 2015.

MAYOR

ATTEST:

CITY SECRETARY

SEAL:



Dallas Central Appraisal District

Date: October 22, 2015

To: Dennis K. Childress, Mayor, City of Seagoville

From: W. Kenneth Nolan, Executive Director/Chief Appraiser

Re: Election of Suburban Cities' Representative to Dallas Central Appraisal District Board of Directors

In accordance with state law, the nomination process for persons to serve on the Dallas Central Appraisal District Board of Directors has been completed. By state law, your agency is required to vote by official ballot resolution, which is enclosed. **You must do so no later than December 15, 2015. If your entity chooses to abstain from voting, please notify me in writing.**

The nominees are as follows. Also included are the names of the nominating cities.

Nominee	Entity(s) Nominating
Mr. Loren Byers	Irving
Mr. Blake Clemens	Addison, Carrollton
Mr. Steven Gorwood	Balch Springs
Mr. Michael Hurtt	Cedar Hill, DeSoto, Farmers Branch, Ovilla, Richardson, Sachse

If you have questions concerning the candidates please contact the entities who nominated them.

Please act on this election process by official ballot resolution and return the ballot resolution to my office in the enclosed envelope by December 18, 2015. **The 1979 resolution adopted by the taxing units participating in Dallas Central Appraisal District, which governs board elections, requires that a candidate receive a majority of the votes in order to be elected to the Board of Directors. Therefore it is imperative that your taxing unit cast its vote before the December 15, 2015 deadline.**

We appreciate your interest in this very important process and look forward to receiving your vote.

WKN/kld

Enclosure (Official Ballot Resolution/Return Envelope)

cc: Pat Stallings, City Manager
Dara Crabtree, City Secretary
Patrick Harvey, Director of Finance

Loren's Bio

A naturalized Texan by marriage; Loren has two sons and has lived in Irving since 1974. Loren moved to Dallas shortly after graduating from Ferris State University in 1970 with a degree in marketing and more recently from the University of Texas at Arlington in Interdisciplinary Studies/Community Affairs. Since moving to Irving, Loren took an active role in a citizen's action to prevent development in a flood plain. Had they not been successful in preventing the development it would have put an entire neighborhood of families at risk of losing their homes to flood waters. While his wife served on the Irving Youth Board he was there to assist her whenever the need arose. He is presently a member of an Irving political club where he has served as an officer and member of the executive committee. He is a precinct chairman, election judge, and has served the past two election cycles as a committee chair for a major political party at District Conventions and a committee member at the Texas State Conventions. Most recently, he recently represented the 33rd U.S. Congressional District as a member of the 2012 Texas Electoral College. Loren has always been an active participant in the democratic process having organizing several voter registration efforts.

Shortly after graduation, a national corporation recruited Loren to Texas as an expeditor of field operations. Because of his innovative approach to problem solving he was soon promoted to Assistant Project Coordinator for the account. Shortly thereafter a new account was brought on line and Loren was named Project Coordinator. He was housed in the customer's corporate headquarters to assist with the creation of their corporate identification department. Loren went on to become District Manager over the field operations of five states. Another company called on Loren to create an outbound telephone-marketing department while that industry was still in its infancy. The nation's second largest armored car company again tapped his organizational and creative leadership talent. He was asked to assist in the creation of their marketing department, to open branches throughout the southern and western states, and to develop and organize an air transportation department. He was promptly named to direct the new department. Loren also created and ran a successful independent small package consulting and marketing firm as well as administered the operations of a unique import/export trade facilitating company.

Fourteen years ago, around Thanksgiving, the area was in the midst of a severe cold spell. Learning there was a shortage of warm clothes and blankets for the homeless, Loren directed his organizational skills to creating clothing drive. The operation was completely voluntary, had absolutely no overhead, and 100% of all donated items went to organizations that give directly to people in need.

Loren would sincerely appreciate your help in bringing his innovative problem solving leadership abilities to work for you and the city of Irving. To accomplish that end it will be essential for you to periodically take a moment of your time to check this site for his latest post and provide you feed back on the "Voice of Irving" page.



Blake W. Clemens Biography

Home
14754 Celestial Pl
Dallas, TX

Mail
P.O. Box 801214
Dallas, Texas 75380-1214

blake.clemens@tx.rr.com

Phone: 214.505.5511

Blake Clemens has over 25 years of corporate and executive experience. He has been with Fortune 500 companies, large private companies, and Family owned businesses. He has a degree in Economics from Albion College, Albion, Michigan and was an elected official having served as the Mayor Pro Tem of Addison, Texas....2009-2015.

One of Blake's many strengths is building relationships across all stakeholders and getting "buy-in" prior to full implementation to a redesigned corporate strategy.

Blake has extensive experience in the follow areas:

- Macro Level Strategy
- Sales & Marketing
- Chief Adjustment Officer
- Real Estate Transactions
- Elected Official
- Financial Analysis
- Economic Development Incentives
- Real Estate Strategy
- Government Relations
- Municipal Bond Programs
- Infrastructure Assessment
- Planning & Zoning
- Organizational Analysis
- General Aviation Airport Planning

Specialized Experience:

- Advanced level work experience that demonstrates the ability to handle complex issues in customer/client situations and typically apply highly developed analytical skills to lead and direct subordinates. Work effectively with people at all levels and regularly deal with senior and executive level personnel.
- Highly skilled in delivering quality work products that meet the organization's priorities, objectives, and deadlines. Trained others in this activity and am referred upon by others to offer expert assistance delivering quality work products that meet the organization's priorities, objectives, and deadlines.

- Served in leadership positions that have afforded the opportunity to be the primary facilitator of managing change and bringing together differing viewpoints and philosophies to accomplish a common goal.
- Highly skilled in delivering quality work products that meet the organization's priorities, objectives, and deadlines.
- Develops new insights and innovative approaches to achieve improvements in policies, programs and processes. Adapts technology in new ways, creates an environment that encourages innovation and initiates new or cutting-edge programs or processes that result in increased productivity.
- Understands the internal and external politics that impact an organization by approaching problems with a clear perception and consideration of political realities. In addition, when seeking to enlist the support of key individuals, considers what stake they have in the issue and offer sound recommendations to my management reporting lines on strategies for handling these political sensitivities.

Michael Hurtt

Michael Hurtt came to Dallas from Casper, Wyoming in 1971. Graduated from Mortuary Science College, and has been in this area ever since. He was elected to the DeSoto City Council in May of 1998, and served as Mayor Pro Tem those three years. He was elected Mayor in 2001, and again in 2004. He was the seated Mayor when DeSoto was recognized for the ALL AMERICA CITY Award in 2006. He has served as council liaison to the DeSoto Economic Development Corporation, the Arts Commission, and Keep DeSoto Beautiful, a commission he founded in DeSoto. He also served on the North Texas Commission Board of Directors. Recently the 31 suburban cities elected him to the Dallas County Appraisal District Board of Directors for a second two year term. He also serves as Vice-Chairman of the DeSoto Economic Development Corporation. Mr. Hurtt was recently appointed to the Advisory Board for Methodist Charlton Hospital for a three year term.

Mr. Hurtt was a member of the executive board of directors of the Dallas Zoological Society. He also served on Tex-21, the U.S. Conference of Mayors, and the National League of Cities. He was vice president of the Medical Center of Lancaster Hospital Board of Directors, and served on the board of Compass Hospital. In the past, Mr. Hurtt has served on the DeSoto Park Board, Strategy 2000, and the Charter Review Committee. He was also the chairman of the DeSoto Chamber of Commerce and the Best Southwest Chamber Partnership, past president of the DeSoto Rotary Club and the North Texas Funeral Directors Association.

Mr. Hurtt and his wife Marilyn have lived in DeSoto since 1988 and have two grandchildren. He is the owner of West/Hurtt Funeral Home in DeSoto since 1988.

Agenda Item 6

Discuss and consider a Resolution approving an amendment to the Tax Abatement Agreement with Sadruddin Gilliani/Faisal Merchant to provide for an amendment to the expiration date for the three (3) consecutive years as provided in the Agreement from December 2015 to December 2017; Authorizing the Mayor to execute said Amendment; and providing for an effective date.

BACKGROUND OF ISSUE:

On or about October 3, 2011 the City entered into a Tax Abatement Agreement with Sadruddin Gilliani/Faisal Merchant that provided an abatement of fifty percent (50%) of the City's portion of the Taxable Value of Improvements for a period of three (3) consecutive years beginning on the year following the issuance of the Certificate of Occupancy and continue for the three (3) year period but no later than December 31, 2015. The improvements have been constructed under the grant however, due to delays in construction this year is the first year after the Certificate of Occupancy was issued as provided in the Agreement. In order to comply with the three (3) year provision, Sadruddin Gilliani and Faisal Merchant have made a request to extend the date from December 31, 2015 to December 31, 2017.

Please note that we have attached a copy of the Original Tax Abatement Agreement for your review. However, this Agreement was copied from the official Resolution book maintained by the City Secretary's Office and as you can see, the Agreement is not signed and page 8 is missing. After conducting a thorough search, we are unable to locate a signed copy. Because we do not have anyone on the present staff that was involved in this matter, we have no alternative but to provide you with the incomplete, unsigned document.

FINANCIAL IMPACT:

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 55-R-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE AMENDMENT TO THE TAX ABATEMENT AGREEMENT WITH SADRUDDIN GILLIANI/FAISAL MERCHANT, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville (“City”) entered into a Tax Abatement Agreement with Sadruddin Gilliani/Faisal Merchant (“Company”) on or about October 3, 2011 (hereinafter, the “Agreement”); and

WHEREAS, the Agreement provided an abatement of fifty percent (50%) of the City’s portion of the Taxable Value of Improvements for a period of three (3) consecutive years beginning on the year following the issuance of the Certificate of Occupancy and continue for the three (3) year period but no later than December 31, 2015; and

WHEREAS, due to delays in construction, Company was unable to be issued a Certificate of Occupancy in a time period that would permit the abatement of the three (3) consecutive years prior to December 31, 2015; and

WHEREAS, Company has requested the Agreement be amended by extending the three (3) year period until December 31, 2017; and

WHEREAS, after discussion and consideration the City Council desires to approve the amendment to the Agreement as depicted in Exhibit A;

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

SECTION 1. The City Council does hereby approve the Amendment to the Tax Abatement Agreement with Sadruddin Gilliani/Faisal Merchant, which is attached hereto and incorporated herein for all purposes as Exhibit A, and authorizes the Mayor to execute same.

SECTION 2. Except as otherwise amended herein, the Tax Abatement Agreement by and between the City of Seagoville, Texas and Sadruddin Gilliani/Faisal Merchant entered into on or about October 3, 2011 shall continue in full force and effect.

SECTION 3. This resolution shall become effective immediately upon its approval.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 16th day of November, 2015.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

DARA CRABTREE, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

Exhibit "A"
*(copy of AMENDMENT TO TAX ABATEMENT AGREEMENT
to be attached)*

AMENDMENT TO TAX ABATEMENT AGREEMENT

THIS AMENDMENT TO THE TAX ABATEMENT AGREEMENT is made and entered into by and between the City of Seagoville, Texas, a municipal corporation, ("City") and Sadruddin Gilliani/Faisal Merchant, (the "Company").

WITNESSETH:

WHEREAS, City entered into a Tax Abatement Agreement with Sadruddin Gilliani/Faisal Merchant for real property located in Seagoville, Dallas County, Texas on or about October 3, 2011 (hereinafter, the "Agreement"); and

WHEREAS, under the terms of the Agreement the City granted the Company an abatement of fifty percent (50%) of the City's portion of the Taxable Value of Improvements for a period of three (3) consecutive years beginning on the year following the issuance of the Certificate of Occupancy and continue for the three (3) year period but no later than December 31, 2015; and

WHEREAS, due to construction delays the Certificate of Occupancy was issued in 2014, making the first eligible abatement year 2015; and

WHEREAS, under the terms of the Agreement, the abatement was to expire on December 31, 2015; and

WHEREAS, the parties hereto desire to amend the Agreement by amending Article III, 3.6, by extending the "no later than" date as provided herein below, so the abatement can facilitate the construction and maintenance of the new improvements; and

WHEREAS, the improvements are and have been constructed under the grant of Tax Abatements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. That Article III, "Tax Abatement Authorized" of the Agreement is hereby amended by amending 3.6 to read as follows:

**"Article III
Tax Abatement Authorized**

.....

3.6 The term of this Agreement shall begin on the Effective Date; the Abatement granted herein shall begin on the year following the issuance of the Certificate of Occupancy and continue for three (3) years thereafter but no later than December 31, 2017."

2. Except as otherwise amended herein, the Tax Abatement Agreement by and between the City of Seagoville, Texas and Sadruddin Gilliani/Faisal Merchant entered into on or about October 3, 2011 shall continue in full force and effect.

EXECUTED on this of _____ day of _____, 2015

CITY OF SEAGOVILLE, TEXAS

By: _____
Dennis K. Childress, Mayor

ATTEST:

By: _____
Dara Crabtree, City Secretary

APPROVED AS TO FORM:

By: _____
Robert E. Hager, City Attorney

AGREED AND ACCEPTED this the ____ day of _____, 2015

COMPANY

By: _____
Sadruddin Gilliani

By: _____
Faisal Merchant

**RESOLUTION AND AGREEMENT
APPROVED ON OR ABOUT
OCTOBER 3, 2011**

RESOLUTION NO. 54-11

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A TAX ABATEMENT AGREEMENT BY AND BETWEEN THE CITY OF SEAGOVILLE, TEXAS AND SADRUDDIN GILLANI/FAISAL MERCHANT; AUTHORIZING ITS EXECUTION BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Tax Abatement Agreement by and between the City of Seagoville, Texas and Sadruddin Gillani/Faisal Merchant, a copy of which is attached hereto and incorporated herein by reference; and

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

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

SECTION 1. The Agreement attached hereto having been reviewed by the City Council of the City of Seagoville, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the Mayor is hereby authorized to execute the Agreement on behalf of the City of Seagoville, Texas.

SECTION 2. The Council finds that the improvements proposed to be constructed upon the Premises described in the Agreement will enhance the economic vitality of the community through a combination of new capital investment, increased sales tax revenues, and the creation of additional job opportunities.

SECTION 3. The tax abatement to be granted by the Agreement will not include inventory, and supplies.

SECTION 4. The improvements proposed for the Premises will accomplish the tax abatement guidelines of the City of Seagoville, Texas.

SECTION 5. The City Manager delivered to the presiding officer of the governing body of each taxing unit in which the property subject to the Agreement is located, a written notice that the City of Seagoville, Texas, intends to enter into the Agreement. The notice given by the City Manager included a copy of the Agreement approved by this Resolution.

SECTION 6. This Resolution and the Tax Abatement Agreement are hereby approved by the affirmative vote of the majority of the members of the City Council of the City of Seagoville, Texas, at a regularly scheduled meeting of the City Council.

SECTION 7. This resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY ORDERED, PASSED and APPROVED on the 3rd day of October, 2011.



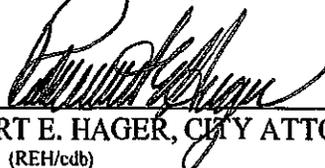
SIDNEY M. SEXTON JR., MAYOR

ATTEST:



SHEILA MARTIN, CITY SECRETARY

APPROVED AS TO FORM:



ROBERT E. HAGER, CITY ATTORNEY
(REH/cdb)

EXHIBIT "A"
**(copy of Tax Abatement Agreement
to be attached)**

STATE OF TEXAS §
 § **TAX ABATEMENT AGREEMENT**
COUNTY OF DALLAS §

This Tax Abatement Agreement (the "Agreement") is entered into by and between the City of Seagoville, Texas (the "City"), and Sadruddin Gilliani/Faisal Merchant (the "Company"), acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, the City Council of the City of Seagoville, Dallas County, Texas (the "City"), passed an Ordinance (the "Ordinance") establishing Tax Abatement Reinvestment Zone No. 1-2011 (the "Zone") for the real property described and depicted in Exhibit "A" (the "Land"), for commercial/industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code, as amended (the "Tax Code"); and

WHEREAS, the City has adopted guidelines for tax abatement (the "Tax Abatement Guidelines"); and

WHEREAS, the Tax Abatement Guidelines contain appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by the Tax Code; and

WHEREAS, the City has adopted a resolution stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, in order to maintain and enhance the corporate commercial and industrial economic and employment base of the Seagoville area, it is in the best interests of the taxpayers for the City to enter into this Agreement in accordance with local and state law; and

WHEREAS, Company has or intends to purchase the land and construct and occupy approximately sixteen thousand square feet (16,000') of retail facility on approximately 2.7856 acres of land located at 500 N. Highway 175, in Seagoville, Dallas County, Texas (hereinafter defined as the "Premises"), to serve as a retail facility, for a period of at least ten (10) years, and intends to locate and maintain inventory and business personal property (hereinafter defined) at the Premises; and

WHEREAS, the City has created a reinvestment zone in accordance with state law; and

WHEREAS, the development efforts of the Company described herein will create permanent new jobs in the City and the overall economic viability of the City; and

WHEREAS, the City Council finds that the contemplated use of the Improvements, and the other terms hereof are consistent with encouraging development of the Zone in accordance with the

purposes for its creation and/or in compliance with the Tax Abatement Guidelines, the Ordinance adopted by the City, the Tax Code and all other applicable laws; and

WHEREAS, the City Council finds that the Improvements (hereinafter defined) sought are feasible and practicable and would be of benefit to the Land to be included in the Zone and to the City after expiration of this Agreement; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Tax Code, to the presiding officers of the governing bodies of each of the taxing units in which the Property is located; and

WHEREAS, the City desires to enter into an agreement with the Company for the abatement of taxes pursuant to Chapter 312 of the Tax Code as amended;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment in the Zone, which contributes to the economic development of the City and the enhancement of the tax base in the City, the parties agree as follows:

Article I Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party, and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"City" shall mean the City of Seagoville, Texas.

"Company" shall mean Sadruddin Gilliani/Faisal Merchant.

"Construction" shall mean the construction on the Premises by Company of a sixteen thousand square feet (16,000') building to be occupied for a period of not less than ten (10) years commencing on the Occupancy Inception Date.

"County" shall mean Dallas County, Texas.

"Effective Date" shall mean the last date of execution of this Agreement.

"First Year of Abatement" shall mean January 1 of the calendar year following the date of issuance of a certificate of occupancy by the City for the Company's occupancy of the Premises.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such party), fires, explosions or floods, strikes, slowdowns or work stoppages.

"Goods in Transit" shall have the same meaning assigned by Tax Code, Section 11.253.

"Improvements" shall mean construction of a sixteen thousand square feet (16,000') retail building and appurtenances improvements on the Land described and depicted in Exhibit A.

"Land" means the real estate described and depicted in Exhibit "A", which is attached hereto and incorporated herein.

"Occupancy Inception Date" shall mean the date the occupancy of the Premises commences but not later than December 31, 2012.

"Premises" shall mean collectively, the Land and Improvements, but excluding the Tangible Personal Property.

"Tangible Personal Property" shall mean tangible personal property, equipment and fixtures (but excluding supplies, inventory, Freeport Goods and Goods in Transit) owned or leased by Company that is added to the Premises subsequent to the execution of this Agreement.

"Taxable Value" means the appraised value as certified by the Appraisal District as of January 1 of a given year.

Article II General Provisions

2.1 The Company has or intends to purchase the land and construct the Improvements to locate and maintain Tangible Personal Property at the Premises.

2.2 The Premises are not in an improvement project financed by tax increment bonds.

2.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the County, if any.

2.4 The Premises and Tangible Personal Property are not owned or leased by any member of the Seagoville City Council or any member of the Seagoville Planning and Zoning Commission, or any member of the governing body of any taxing units joining in or adopting this Agreement.

2.5 Company shall before May 1, of each calendar year that the Agreement is in effect, certify in writing to the City that it is in compliance with each term of this Agreement.

2.6 The Land and the Improvements constructed thereon at all times shall be used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

Article III Tax Abatement Authorized

3.1 This Agreement is authorized by the Tax Code and in accordance with the Tax Abatement Guidelines, and approved by resolution of the City Council.

3.2 Subject to the terms and conditions of this Agreement, the City hereby grants Company an abatement of fifty percent (50%) of the Taxable Value of the Improvements for a period of three (3) consecutive years. The actual percentage of Taxable Value subject to abatement for each year this Agreement is in effect will apply only to the Improvements that are added to the Land subsequent to the execution of this Agreement.

3.3 The period of tax abatement herein authorized shall be for a period of three (3) consecutive years beginning with the First Year of Tax Abatement as set forth herein in Section 3.6.

3.4 During the period of tax abatement herein authorized, Company shall be subject to all taxation under applicable law not abated, including but not limited to, sales tax and ad valorem taxation on land, inventory and supplies.

3.5 The Company has agreed to purchase land and construct improvements of at least One million, six hundred and sixteen thousand, and five hundred dollars (\$1,616,500.00) and to locate and maintain said Improvements at the Premises with a Taxable Value of at least One million, six hundred and sixteen thousand, and five hundred Dollars (\$1,616,500.00) incrementally throughout the term of this Agreement and as of January 1 of each calendar year.

3.6 The term of this Agreement shall begin on the Effective Date; the Abatement granted herein shall begin on the year following the issuance of the Certificate of Occupancy and continue for three (3) years thereafter but no later than December 31, 2015.

**Article IV
Improvements**

4.1 Nothing in this Agreement obligates the Company to construct the building and/or occupy the Premises, but said action is a condition precedent to tax abatement pursuant to this Agreement.

4.2 As a condition precedent to the initiation of the Company's tax abatement pursuant to this Agreement, Company agrees to construct and occupy the Premises as provided herein on or before December 31, 2012. Company agrees and covenants to continuously occupy the Premises for a period of at least ten (10) years commencing on the Occupancy Inception Date.

4.3 Company agrees to maintain the Premises during the term of this Agreement in accordance with all applicable state and local laws, codes, and regulations.

4.4 The City, its agents and employees shall have the right of access to the Premises during Company's occupancy of the Premises to inspect the Premises at reasonable times and with reasonable notice to Company, and in accordance with Company's visitor access and security policies, in order to insure that the use of the Premises are in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof).

**Article V
Default: Recapture of Tax Revenue**

5.1 In the event Company: (i) fails to occupy the Premises in accordance with this Agreement or in accordance with applicable State or local laws, codes or regulations; (ii) has delinquent ad valorem or sales taxes owed to the City (provided Company retains its right to timely and properly protest such taxes or assessment); (iii) suffers an event of "Bankruptcy or Insolvency"; or (iv) breaches any of the terms and conditions of this Agreement which is not otherwise cured within the applicable cure period, then Company after the expiration of the notice and cure periods described below, shall be in default of this Agreement. As liquidated damages in the event of such default, the Company shall, within thirty (30) days after termination, pay to the City all taxes which otherwise would have been paid by the Company to the City without benefit of a tax abatement for the Tangible Personal Property, with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalty. The parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The parties further agree that any abated tax, including interest as a result of this Agreement, shall be recoverable against the Company, its successors and assigns and shall constitute a tax lien against the Tangible Personal Property, and shall become due, owing and shall be paid to the City within thirty (30) days after termination.

5.2 Upon breach by Company of any obligations under this Agreement, the County shall notify the Company in writing, who shall have thirty (30) days from receipt of the notice in which to cure any such default. If the default cannot reasonably be cured within a thirty (30) day period, and

the Company has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the City may extend the period in which the default must be cured.

5.3 If the Company fails to cure the default within the time provided as specified above or, as such time period may be extended, then the City at its sole option shall have the right to terminate this Agreement, by written notice to the Company.

5.4 Upon termination of this Agreement by City, all tax abated as a result of this Agreement, shall become a debt to the City as liquidated damages, as set forth in Section 5.1 above, and shall become due and payable not later than thirty (30) days after a notice of termination is provided. The City shall have all remedies for the collection of the abated tax provided generally in the Tax Code for the collection of delinquent property tax. The City at its sole discretion has the option to provide a repayment schedule. The computation of the abated tax for the purposes of the Agreement shall be based upon the full Taxable Value of the Tangible Personal Property, without tax abatement for the years in which tax abatement hereunder was received by the Company, as determined by the Appraisal District, multiplied by the tax rate of the years in question, as calculated by the City. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

Article VI Annual Application for Tax Exemption

It shall be the responsibility of the Company pursuant to the Tax Code, to file an annual exemption application form with the Chief Appraiser of the Appraisal District in which the eligible taxable property has situs. A copy of the exemption application shall be submitted to the City upon request.

Article VII Annual Rendition

The Company shall annually render the value of the Tangible Personal Property to the Appraisal District and provide a copy of the same to the City upon written request.

Article VIII Miscellaneous

8.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered:

If intended for Company, to:

Sadruddin Gilliani/Faisal Merchant
2221 Gatsby Way
Carrollton, TX 75010
Telephone: 469-939-4188
Facsimile: NA

If intended for City, to:

Attn: City Manager
City of Seagoville
702 N. Highway 175
Seagoville, Texas 75159
Telephone: 972-287-2050
Facsimile: 972-287-3891

With a copy to:

Robert E. Hager
Nichols, Jackson, Dillard,
Hager & Smith, LLP
1800 Lincoln Plaza
500 N. Akard
Dallas, Texas 75201
Telephone: 214-965-9900
Facsimile: 214-965-0010

8.2 Authorization. This Agreement was authorized by resolution of the City Council approved by its Council meeting authorizing the Mayor to execute this Agreement on behalf of the City.

8.3 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

8.4 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

8.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Attest:

By: Sheila J. Martin
Sheila J. Martin, City Secretary

Agreed as to Form:

By: _____
Robert E. Hager, City Attorney

EXECUTED in duplicate originals the _____ day of _____, 2011.

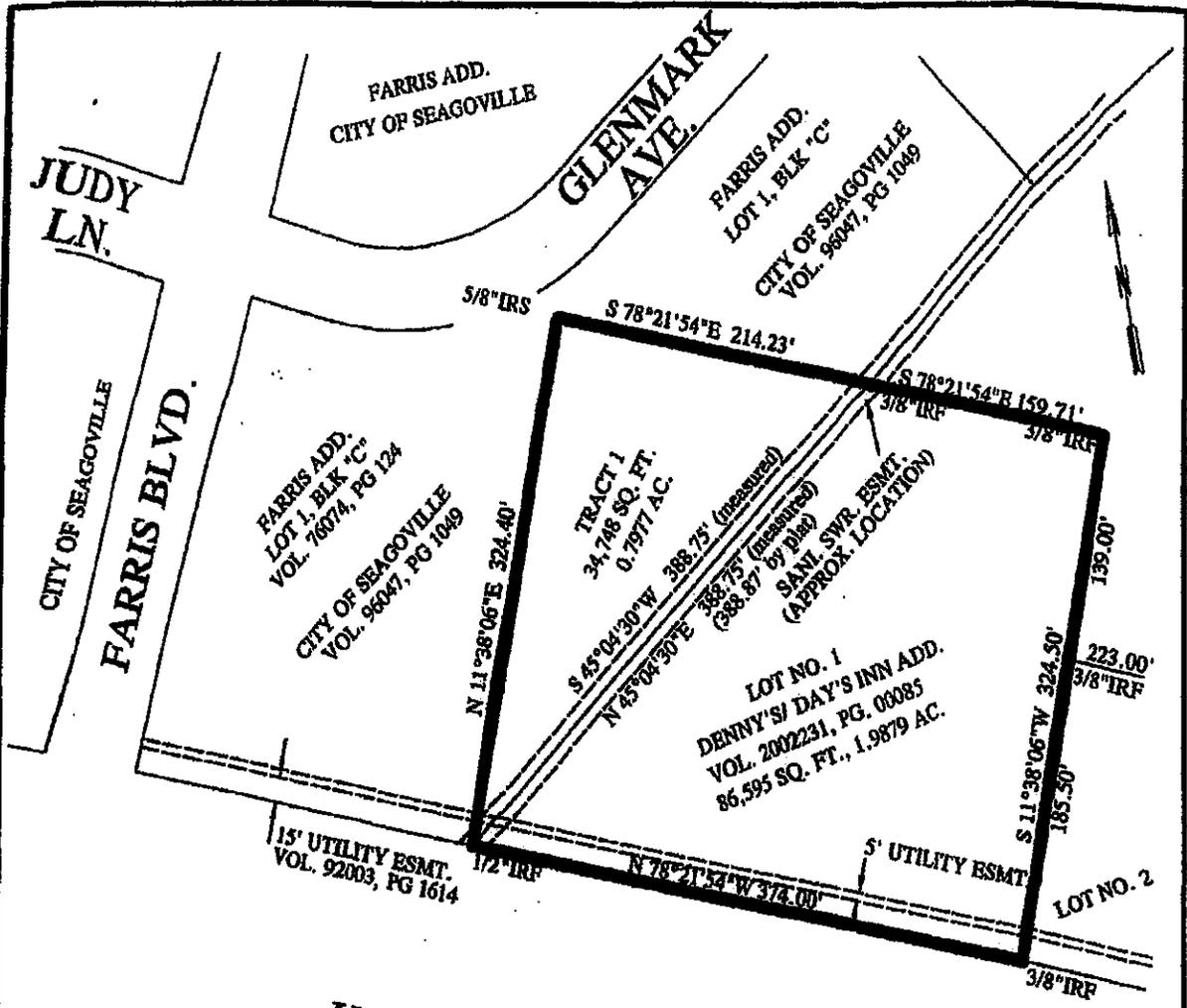
Sadruddin Gilliani/Faisal Merchant

By: _____
Sadruddin Gilliani

Title: _____

By: _____
Faisal Merchant

Title: _____



U.S. HIGHWAY NO. 175

NOTE:
 BASEMENT'S SHOWN ARE FROM PUBLIC RECORDS, LOCATION AND WIDTH MAY VARY.

BASIS OF BEARING:
 DENNY'S/DAY'S INN ADD. RECORDED PLAT., VOL. 2002231, PG. 00085.

SCALE: 1"=100' SEPT. 2011

BSM	Consulting	TSP# #F000884
	Civil Engineers	
4141 East U.S. Hwy. 50, Suite 406 Mesquite, Texas 75160 (872) 681-4860 • FAX 681-4898 • bsm2@cwfb.com		

EXHIBIT "A"
 500 N. U.S HIGHWAY 175
 2.7856 ACRES
 CITY OF SEAGOVILLE, TX.

BSM # 1104
 c:/seago/500NHwy175PLAN

Agenda Item 7

Discuss and consider a Resolution authorizing the City Manager to execute the terms and conditions of the grant obligations to Sadruddin Gilliani/Faisal Merchant pursuant to the Chapter 380 Economic Development Incentive Agreement entered into on or about October 3, 2011; providing a savings clause; and providing for an effective date.

BACKGROUND OF ISSUE:

On or about October 3, 2011 the City entered into a Chapter 380 Economic Development Agreement with Sadruddin Gilliani/Faisal Merchant providing a grant in an amount equivalent to one hundred percent (100%) of the City's portion of the unencumbered sales tax collected from the sale of taxable goods and services (1.5 cents) as reported to the State Comptroller's Office. The equivalency year has expired and Sadruddin Gilliani/Faisal Merchant have made a request for the grant amount as provided in the Agreement. The City has obtained the necessary documentation to verify the amount due and owing pursuant to the terms of the Agreement and hereby requests authorization for the City Manager to execute the grant obligations under said Agreement by issuing the appropriate grant funds to Sadruddin Gilliani/Faisal Merchant.

Be advised that issuance of these grant funds shall constitute full and final satisfaction of the grant obligations.

Please note that we have attached a copy of the Original Economic Development Agreement for your review. However, this Agreement was copied from the official Resolution book maintained by the City Secretary's Office and as you can see, the Agreement is not signed, this signature page is missing and pages 3 through 5 are missing as well. After conducting a thorough search, we are unable to locate a signed copy or a full copy of the Agreement. Because we do not have anyone on the present staff that was involved in this matter, we have no alternative but to provide you with the incomplete, unsigned document.

FINANCIAL IMPACT:

A RESOLUTION OF THE CITY OF SEAGOVILLE

RESOLUTION NO. 56-R-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE TERMS AND CONDITIONS OF THE GRANT OBLIGATIONS TO SADRUDDIN GILLIANI/FAISAL MERCHANT PURSUANT TO THE CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT ENTERED INTO ON OR ABOUT OCTOBER 3, 2011; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville ("City") entered into a Chapter 380 Economic Development Agreement with Sadruddin Gilliani/Faisal Merchant ("Company") on or about October 3, 2011 (hereinafter, the "Agreement") providing a grant in an amount equivalent to one hundred percent (100%) of the City's portion of the unencumbered sales tax collected from the sale of taxable goods and services (1.5 cents) as reported to the State Comptroller's Office; and

WHEREAS, the equivalency year has expired and Company has made request for the grant amount as provided in the Agreement; and

WHEREAS, the City has obtained the necessary documentation to verify the amount due and owing pursuant to the terms of the Agreement; and

WHEREAS, upon review, the City Council hereby authorizes the City Manager to fulfill the City's grant obligations under the Agreement and issue a check to the Company in an amount equivalent to one hundred percent (100%) of the City's portion of unencumbered sales tax collected from the sale of taxable goods and services as reported to the State Comptroller's Office;

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

SECTION 1. The City Council hereby authorizes the City Manager to execute the grant obligations under said Agreement; and, issue appropriate grant funds to the Company in an amount equivalent to one hundred percent (100%) of the City's portion of unencumbered sales tax (1.5 cents) collected from the sale of taxable goods and services as reported and verified to the State Comptroller's Office.

SECTION 2. Issuance and acceptance of the grant funds shall constitute full and final satisfaction and full execution of the Company under the terms of the Agreement.

SECTION 3. This resolution shall become effective immediately upon its approval.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 16th day of November, 2015.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

DARA CRABTREE, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

RESOLUTION AND AGREEMENT
APPROVED ON OR ABOUT
OCTOBER 3, 2011

RESOLUTION NO. 55-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE ECONOMIC DEVELOPMENT AGREEMENT(S) PURSUANT TO CHAPTER 380, TEXAS LOCAL GOVERNMENT CODE, BY AND BETWEEN THE CITY OF SEAGOVILLE AND SADRUDDIN GILLIAN/FAISAL MERCHANT ("ACE"); PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, ACE desires to develop approximately 2.7856 acres of real property located at 500 N. Highway 175 in the City of Seagoville, Texas (hereinafter defined as the "Premises"), and construct improvements thereon for retail uses for a period of at least ten (10) years; and

WHEREAS, ACE's development of the Premises will provide employment opportunities within the City; and

WHEREAS, ACE has advised the City that a contributing factor that would induce ACE to purchase, construct and maintain a facility on the Premises would be an agreement by the City to provide an economic development grant to ACE; and

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to ACE in accordance with this Agreement is in accordance with the City Economic Development Program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) will promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, City desires to authorize the Mayor to negotiate and enter into an Economic Development Agreement with ACE pursuant to Chapter 380 of the Texas Local Government Code.

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

SECTION 1. That the Mayor is hereby authorized to execute an Economic Development Agreement, which is attached hereto and incorporated herein, pursuant to Chapter 380 of the Texas Local Government Code (and any amendments thereto, including any related instruments), on behalf of the City of Seagoville, Texas, with Sadruddin Gilliani/Faisal Merchant (and its affiliated and related entities), contingent upon ACE's purchase of the property, construction of the improvements to locate and maintain its operations within the City on approximately 2.7856 acres of real property located at 500 N. Hwy 175, Seagoville, Texas, for retail uses for a period of at least ten (10) years, to provide an economic development grants in an amount equivalent to one hundred percent (100%) of sales tax collected from the sale of taxable goods and services made from the Premises as reported to the State Comptroller's Office.

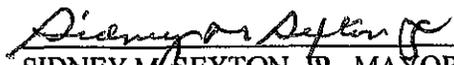
SECTION 2. That all provisions of the resolutions of the City of Seagoville, Texas, in conflict with the provisions of this resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this resolution shall remain in full force and effect.

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

SECTION 4. This resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

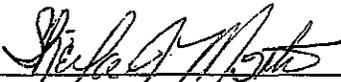
DULY PASSED by the City Council of the City of Seagoville, Texas, on the 3rd day of October, 2011.

APPROVED:



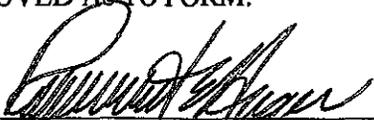
SIDNEY M. SEXTON, JR., MAYOR

ATTEST:



SHEILA J. MARTIN, CITY SECRETARY

APPROVED AS TO FORM:



ROBERT E. HAGER, CITY ATTORNEY
(REH/cdb)

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Seagoville ("City") and Sadruddin Gilliani/Faisal Merchant ("Company"), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, the Company desires to develop real property located at 500 N. Highway 175, in the City of Seagoville, Texas, being more particularly described and depicted in Exhibit A, and construct thereon improvements for a retail facility, containing approximately 2.7856 acres of space, more or less ("Improvements"); and

WHEREAS, the Company will dedicate easements and construct infrastructure improvements on and off-site for the location of certain private and public utilities at the request of the City; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code the City desires to enter into this Agreement in order to implement its economic development program to enhance and expand the City's economic and employment base to the long term interest and benefit to the City in accordance with Chapter 380; and

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs'; and

WHEREAS, the City is authorized by TEX. LOC. GOV'T CODE §380.001 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate industrial, business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing, and other consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Bankruptcy or Insolvency" shall mean the dissolution or termination of Company's existence, insolvency, employment of receiver for any part of Company's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Company and such proceedings are not dismissed within ninety (90) days after the filing thereof.

"City" shall mean the City of Seagoville, Dallas County, Texas.

"Company" shall mean Sadruddin Gilliani/Faisal Merchant.

"Effective Date" shall mean the last date of execution hereof.

"Expiration Date" shall mean the first (1st) anniversary date of the Effective Date after the issuance of a Certificate of Occupancy.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by acts of omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages.

"Grant" shall mean an economic development grant in an amount not to exceed the equivalent of one hundred percent (100%) of sales tax collected from the sale of taxable goods and services made from the Premises, as reported to the State Comptroller Office, to offset costs incurred by the Company for construction of a sixteen thousand (16,000') square foot retail facility.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the company with respect to the Improvements or any property or any business owned by company within the City.

"Improvements" shall mean construction of a sixteen thousand (16,000') square foot retail facility on the Land described and depicted in Exhibit A.

6.9 **Recitals.** The recitals to this Agreement are incorporated herein.

6.10 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 **Exhibits.** Any exhibits to this Agreement are incorporated herein by reference for the purposes wherever reference is made to the same.

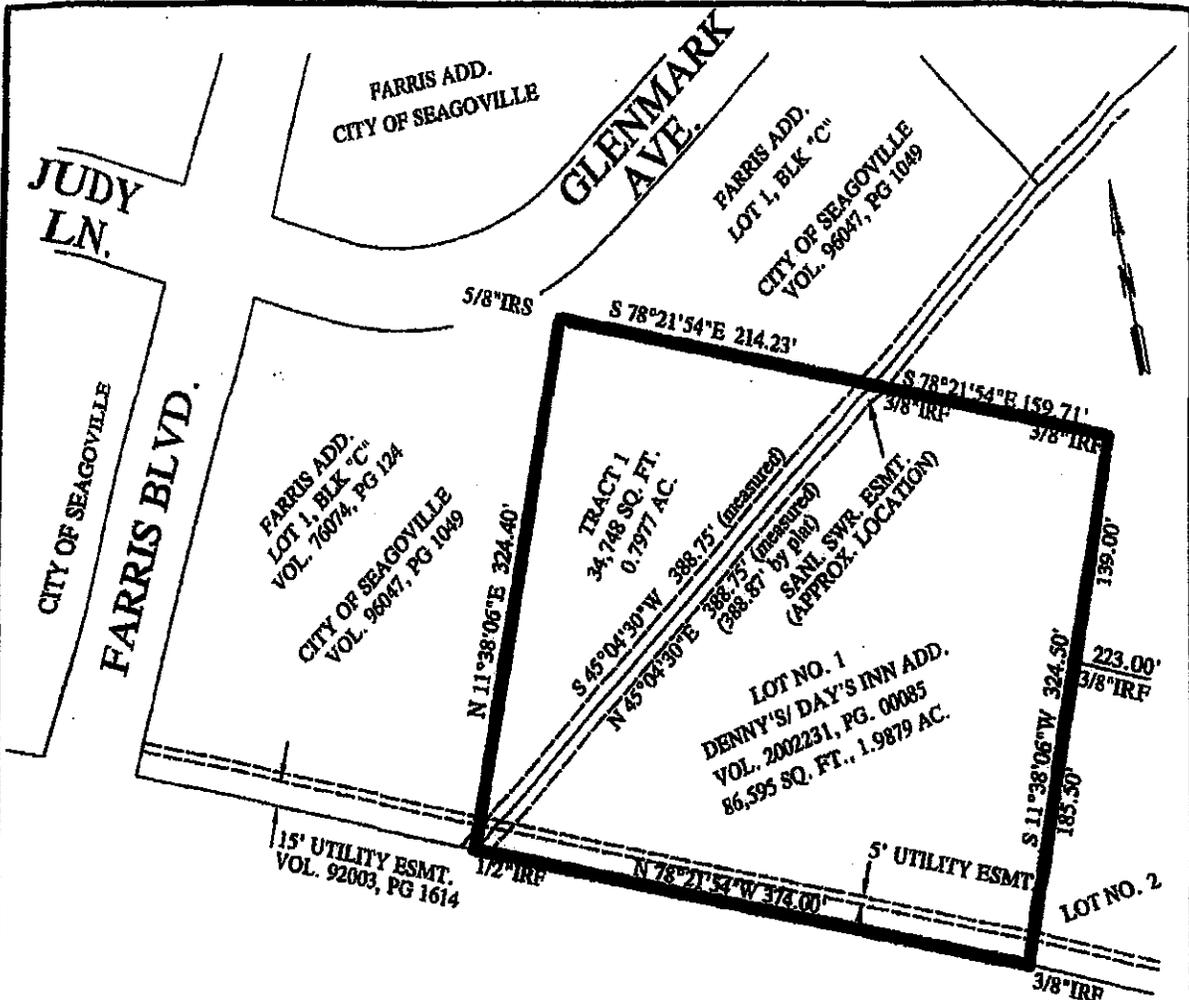
6.12 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 **Employment of Undocumented Workers.** During the term of this Agreement the Company agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Company shall repay the amount of the Grants and any other funds received by the Company from the City as of the date of such violation within 120 business days after the date the Company is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of the Company or by a person with whom the Company contracts.

6.14 **Release.** Company hereby waives, releases and forever discharges the City, its officers, employees and agents and its respective successors, and assigns, of and from any and all suits, legal or administrative proceedings, claims or demands, actual damages, punitive damages, losses, liabilities, interest, attorney's fees, expenses of whatever kind in nature, in law or in equity, known or unknown (collectively referred to as "liabilities"), that Company ever had, now has, or in the future may have, against the City based upon, or arising indirectly or directly out of the development of the Property.

6.15 **Assignment.** This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. The parties further agree that the abatements provided herein may be assigned to any of its affiliates, subsidiary or correspondent companies upon written notice to the City. This Agreement may not be assigned without the prior written consent of the City.

(Signature page to follow)



U.S. HIGHWAY NO. 175

NOTE:
EASEMENT'S SHOWN ARE FROM PUBLIC RECORDS, LOCATION AND WIDTH MAY VARY.

BASIS OF BEARING:
DENNY'S/DAY'S INN ADD. RECORDED PLAT., VOL. 2002231, PG. 00085.

SCALE: 1"=100'

SEPT. 2011

BSM	Consulting	TBE #F000884
	Civil Engineers	
4111 East U.S. Hwy. 80, Suite 405 Mesquite, Texas 75160 (972) 881-4880 • FAX 881-4888 • bsm2@cawb.com		

EXHIBIT "A"
500 N. U.S HIGHWAY 175
2.7856 ACRES
CITY OF SEAGOVILLE, TX.

BSM # 1104
c:/seago/300NHwy175PLAN

Agenda Item 8

Review and discuss recommendations from Charter Review Commission.

BACKGROUND OF ISSUE:

As a friendly reminder, the City Council appointed the Charter Review Commission at the July 6th meeting with the task of reviewing the current Charter.

The Commission conducted four (4) meetings to review the current Charter. The Commission has completed their review and Commission Chair Harold Magill will present the proposed recommendations and answer any questions you may have.

For your convenience, please find attached the Commission's proposed recommendations along with the minutes from each meeting.

FINANCIAL IMPACT:

N/A

PROPOSED CHARTER AMENDMENT

CHARTER CURRENTLY READS:

SECTION 2.06 STREET IMPROVEMENTS AND ASSESSMENTS THEREFORE

The City shall have the right under the Texas Transport Code, together with all amendments thereof, adopted and this Charter, to authorize the City Council to provide for the payment and costs of improvements to highway and streets, and provide for the proper assessment of any such improvement in accordance with law.

SECTION 2.17(a) CONTRACTS

The City may enter into a contract which may bind the City to pay for personal or professional services to be rendered for the performance of a specific act or for a specific period of time for a period of time not to exceed two (2) years.

SECTION 3.01(b) MAYOR AND CITY COUNCILMEMBERS

Eligibility: Only qualified voters of the City and residing within the respective district as provided herein shall be eligible to hold the office of council for each district. Only qualified voters residing in the City herein, shall be eligible to hold the office of Mayor.

PROPOSED AMENDMENT:

The City shall have the right under the Texas Transport Code, together with all amendments thereof, adopted and this Charter, to authorize the City Council to provide for the payment and costs of improvements to highway and streets, and provide for the proper assessment of any such improvement in accordance with law and approved by a licensed civil engineer.

The City may enter into a contract which may bind the City to pay for personal or professional services to be rendered for the performance of a specific act or for a specific period of time for a period of time not to exceed two (2) years; however, the City may enter into a contract to provide solid waste or other public utilities for a period of time not to exceed five (5) years.

Eligibility: Only qualified voters of the City and residing within the respective district as provided herein shall be eligible to hold the office of council for each district. Only qualified voters residing in the City herein, shall be eligible to hold the office of Mayor. City employees, former City employees and retired City employees are not eligible to hold office until one (1) year from the date of separation from employment with the City of Seagoville.

SECTION 3.01(e) MAYOR AND CITY COUNCILMEMBERS

Term of Office: At the first election under this Charter, the Councilmembers from odd place being 1, 3 and 5 shall be elected for a two (2) year term. At the second election under this Charter, Councilmembers from even-numbered districts, being 2 and 4, and the Mayor shall be elected for a two (2) year term.

SECTION 3.06 VACANCIES, FOREITURE AND FILLING OF VACANCIES

In the event of a vacancy existing in the office of Mayor or City Council from any cause whatsoever, the remaining members of the City Council shall by a majority vote therefor at a regular meeting elect a member or members to fill the vacancy or vacancies thus existing, and such member or members so elected by the City Council shall serve in such position for the remainder of the unexpired term.

SECTION 3.07(b) DUTIES AND POWERS OF THE CITY COUNCIL

Any member of the City Council shall have the unabridged right to place an item on the agenda of a duly convened meeting of the Council; nothing contained in this Charter shall be construed to limit or circumscribe such right.

Term of Office: At the first election under this Charter, the Councilmembers from odd place being 1, 3 and 5 shall be elected for a two (2) year term. At the second election under this Charter, Councilmembers from even-numbered districts, being 2 and 4, and the Mayor shall be elected for a two (2) year term. Terms shall be limited to three (3) cumulative consecutive full terms in any position on the City Council including the Mayor.

In the event of a vacancy existing in the office of Mayor or City Council from any cause whatsoever, a special election will be called to fill the vacancy unless it is within ninety (90) days of the end of the term.

Any member of the City Council shall have the unabridged right to place an item on the agenda and request it be placed on a duly convened regular meeting date; nothing contained in this Charter shall be construed to limit or circumscribe such right.

SECTION 3.07(c) DUTIES AND POWERS OF THE CITY COUNCIL

During each calendar year, the City Council shall undertake at least one (1) annual review of the performance of the City Manager. The City Council may from time to time conduct such additional reviews as it deems appropriate. The City Manager shall be responsible for implementing annual performance reviews for all other employees of the City, except the City Secretary and other Council appointed positions.

SECTION 3.08(a) LIMITATIONS OF AUTHORITY

Except where authorized by law or by this Charter, no Mayor or Councilmember shall hold any other City office or City employment during his or her term as Mayor or Councilmember. No former Mayor or Councilmember shall hold any compensated appointive office or City employment until one (1) year after the expiration of the term for which they were elected or appointed to the City Council.

SECTION 3.10(b) MEETINGS OF THE CITY COUNCIL

Special Meetings: Special meetings of the City Council shall be held at the call of the Mayor or a majority of the Councilmembers upon provision of public notice in accordance with State law.

During each calendar year, the City Council shall undertake at least one (1) annual review and one (1) mid-year review of the performance of the City Manager, City Secretary, Municipal Court Judge(s) and the City Attorney. The City Council may from time to time conduct such additional reviews as it deems appropriate. The City Manager shall be responsible for implementing annual performance reviews for all other employees of the City, except the City Secretary and other Council appointed positions.

Except where authorized by law or by this Charter, no Mayor or Councilmember shall hold any other City office or City employment during his or her term as Mayor or Councilmember. No former Mayor or Councilmember shall hold any compensated appointive office or City employment until one (1) year after the expiration of the term for which they were elected or appointed to the City Council. City employees, former City employees and retired City employees are not eligible to hold office until one (1) year from date of separation from employment with the City of Seagoville.

Special Meetings: Special meetings of the City Council shall be held at the call of the Mayor or a majority of the Councilmembers upon provision of public notice on the City's website, city hall entrance and in accordance with State law.

SECTION 3.12(a) CONFLICT OF INTEREST

Should any person on the City Council have a conflict of interest, pursuant to any State laws and/or City ordinances regulating conflicts of interest of municipal officers, with an agenda item then before the City Council, he or she shall openly declare same before discussions proceeds, and he or she is thereby prohibited from discussing the item or voting on the question, and it is not considered present and voting for the purposes of the tally, and must file appropriate conflict of interest statement with the City Secretary.

SECTION 3.13 RULES OF PROCEDURE

The City Council shall determine, every two (2) years its own rules of order and business and may adopt rules to compel attendance of its members. The City Council shall provide for minutes to be taken and recorded for all public meetings as required by law. Such minutes shall be a public record and shall be kept and maintained by the person performing the duties of the City Secretary.

Should any person on the City Council have a conflict of interest, pursuant to any State laws and/or City ordinances regulating conflicts of interest of municipal officers, with an agenda item then before the City Council, he or she shall openly declare same before discussions proceeds, and he or she is thereby prohibited from discussing the item or voting on the question, and it is not considered present and voting for the purposes of the tally. The City Secretary will verify with City Attorney if a conflict of interest exists with each Councilmember and provide proper form. The conflict of interest statement will be filed with the City Secretary.

The City Council shall determine, every two (2) years its own rules of order and business and may adopt rules to compel attendance of its members and shall adopt the latest edition of Robert's Rule of Order as a guide. The City Council shall provide for minutes to be taken and recorded for all public meetings as required by law. Such minutes shall be a public record and shall be kept and maintained by the person performing the duties of the City Secretary.

SECTION 3.19(b) BOARDS AND COMMISSIONS

The City Council may appoint persons to serve on one (1) or more boards, commissions or committees. Such appointees shall serve at the pleasure of the City Council and may be removed at the discretion of the City Council. Except as otherwise provided in this Charter, members of any such board, commission or committee shall serve without compensation but may be reimbursed for actual expenses as approved by the City Council.

SECTION 3.19(f) BOARDS AND COMMISSIONS

Currently not an (f).

SECTION 4.03 QUALIFICATIONS OF CITY MANAGER

The City Manager shall be chosen by the Council solely on the basis of his executive and administrative qualifications with special reference to his actual experience in, or his knowledge of, accepted practices with respect to the duties of his office as hereinafter outlined. No person elected membership on Council shall, subsequent to such election, be eligible for appointment as City Manager until one (1) year has elapsed following the expiration of the term for which he was elected.

The City Council may appoint persons to serve on one (1) board ~~or more~~, commission or committee; however, the City Council may waive the requirements by a four (4) of five (5) super majority vote. Such appointees shall serve at the pleasure of the City Council and may be removed at the discretion of the City Council. Except as otherwise provided in this Charter, members of any such board, commission or committee shall serve without compensation but may be reimbursed for actual expenses as approved by the City Council.

Qualifications for Board members.

1. Have been a resident of the State of Texas for one (1) year and a resident of Seagoville for six (6) months.
2. Be a qualified voter at the time of appointment.
3. Not be in arrears on City taxes, utility service charges, or other obligations owed to the City.
4. Have not been convicted of a felony.
5. Have not been convicted of a Class A misdemeanor.
6. Not be adversary party to pending litigation against the City.

The City Manager shall be chosen by the Council solely on the basis of his executive and administrative qualifications with special reference to his actual experience in, or his knowledge of, accepted practices with respect to the duties of his office as hereinafter outlined. After establishing a process and background check to insure he/she has education qualifications and experience necessary to administer the policies established by the City Council. No person elected membership on Council shall, subsequent to such election, be eligible for appointment as City Manager until one (1) year has elapsed following the expiration of the term for which he was elected.

SECTION 4.04(a) POWERS AND DUTIES OF CITY MANAGER

The City Manager shall hold his office for an indefinite period and shall be suspended or removed at the will and pleasure of the City Council upon an affirmative vote of four (4) members of the full City Council. The action of the Council in suspending or removing the City Manager shall be final, since it is the intention of this section to vest all authority and fix all responsibility for such suspension or removal wholly in the City Council. In no event shall a City Manager be terminated within ninety (90) days after a general election, except for misconduct, malfeasance or misfeasance.

SECTION 4.04(e) POWERS AND DUTIES OF CITY MANAGER

The City Manager shall attend all meetings of the Council, except where excused by the Council, and shall have the right take part in the discussions, but shall have no vote.

The City Manager shall hold his office for an indefinite period and shall be suspended or removed at the will and pleasure of the City Council upon an affirmative vote of four (4) Councilmembers of the full City Council. The action of the Council in suspending or removing the City Manager shall be final, since it is the intention of this section to vest all authority and fix all responsibility for such suspension or removal wholly in the City Council. In no event shall a City Manager be terminated within ninety (90) days after a general election, except for misconduct, malfeasance or misfeasance. In the event there is an allocation of material and significant misappropriation of municipal finances the Council may use an unbiased outside audit firm.

The City Manager shall attend all meetings of the Council, except where excused by the Council, and shall have the right take part in the discussions, but shall have no vote. He/she shall attend local, regional and state meetings relevant to City improvement and benefit. In addition, network with neighboring cities, communicate with state organizations and partner with cities of like size and interest for the benefit of the City.

SECTION 5.04(c)(4) CITY ATTORNEY

Currently not a number 4.

(4) During each calendar year, the City Council shall undertake one (1) annual performance evaluation of the City Attorney.

SECTION 6.02 PAYMENT OF TAXES

The taxes herein and hereby authorized to be levied shall become due and payable October first of the year assessed, and same shall be payable in cash at the office of the Assessor and Collector of Taxes or such other officer as the City may, by ordinance, prescribe.

The taxes herein and hereby authorized to be levied shall become due and payable October first of the year assessed, and same shall be payable ~~in cash~~ at the office of the Assessor and Collector of Taxes or such other officer as the City may, by ordinance, prescribe.

SECTION 7.03(3)(ii) PETITIONS FOR RECALL

Forty (40) percent of the person that actually voted in the municipal election of the Council district person sought to recall.

Thirty (30) percent of the person that actually voted in the municipal election of the Council district person sought to recall.

SECTION 7.14(2) INITIATIVE AND REFERENDUMS

Within three (3) days after receiving the affidavit for initiative or referendum, the City Secretary shall prepare and have available at City Hall for delivery to persons signing the Affidavit petition forms which shall be addressed to the City Council and bear the seal of the City Secretary. The petition form shall provide space for the printed names, addresses, dates of birth and signatures. The City Secretary may provide space for any other information or format helpful in certifying a person as a qualified voter, but the absence of said information shall not invalidate the petition. Person accepting delivery of the petition forms shall acknowledge delivery by signing a receipt bearing the date of delivery. Said receipt shall be retained by the City Secretary for office files. Petitioners must take delivery of the prepared petition forms within three (3) working days of notification that they are available.

Within three (3) ~~business~~ days after receiving the affidavit for initiative or referendum, the City Secretary shall prepare and have available at City Hall for delivery to persons signing the Affidavit petition forms which shall be addressed to the City Council and bear the seal of the City Secretary. The petition form shall provide space for the printed names, addresses, dates of birth and signatures. The City Secretary may provide space for any other information or format helpful in certifying a person as a qualified voter, but the absence of said information shall not invalidate the petition. Person accepting delivery of the petition forms shall acknowledge delivery by signing a receipt bearing the date of delivery. Said receipt shall be retained by the City Secretary for office files. Petitioners must take delivery of the prepared petition forms within three (3) ~~business~~ days of notification that they are available.

SECTION 9.03 NEPOTISM

No person related within the second degree by affinity or within the third degree consanguinity to the Mayor or any Councilmember or the City Manager shall be employed by or contracted with for the City. This shall not apply to the following:

- (1) Any person continuously employed or contracted six months prior to election or appointment of Mayor, Councilmember or City Manager, or
- (2) Any person who is a seasonal employee or intern of the City.

SECTION 9.05(b) AMENDMENTS TO CHARTER REVIEW

The City Council shall appoint a citizens Charter Review Commission not less than every six (6) years, with the Mayor and each Councilmember selecting members for appointment. Such commission shall review the Charter and make recommendation to the City Council as to any necessary amendments.

No person related within the second degree by affinity or within the third degree consanguinity to the Mayor or any Councilmember or the City Manager or Employee shall be employed by or contracted with for the City. This shall not apply to the following:

- (1) Any person continuously employed or contracted six months prior to election or appointment of Mayor, Councilmember or City Manager, or
- (2) Any person who is a seasonal employee or intern of the City.

The City Council shall appoint a citizens Charter Review Commission not less than every six (6) years, with the Mayor and each Councilmember selecting two (2) members for appointment. Such commission shall review the Charter and make recommendation to the City Council as to any necessary amendments.

**CHARTER REVIEW COMMISSION
REGULAR MEETING
AUGUST 06, 2015**

The Charter Review Commission held a meeting on Thursday, August 06, 2015 with a quorum present, to wit:

Bill Chambliss	Dee Thompson
Brenda Thompson	Harold Magill
James Sudduth	Larry Campbell, absent
Lee Landess, absent	Mike Dupuis
Sid Sexton	Terri Ashmore
Willie Adams	

The following staff members were also present: City Attorney Bob Hager and City Secretary Dara Crabtree.

ITEM 1. City Attorney Hager called the meeting to order at 6:30 p.m.

ITEM 2. Introductions were held.

ITEM 3. City Attorney Hager provided an overview of the Charter review process including: the process itself; history of the Charter; Local Government Code; last Charter review held; typical priority sections Article II: Powers of the City, Article III: The City Council, Article IV: City Manager, and Article IV: Recall; powers citizens provide to the City Council; what can and cannot do in the Charter; Council-Manager form of Government - City Manager oversees day to day operations; relationship between Federal, State and Local governments; consider utilizing a worksheet in which each Commissioner would list items they wish to discuss and/or concerns in each Article; improbable will complete review and able to submit recommendations to make November election (deadline to call election August 24th), realistically looking at May election; following completion of review, recommendations will be submitted to the City Council to consider at which time they will then call an election; any propositions approved will then be placed in an ordinance for City Council consideration; and following approval by City Council forwarded to the Secretary of State.

ITEM 4. Commissioner D. Thompson nominated Commissioner Magill as Chair. There were no additional nominations. A vote was cast 9 for, 0 against.

ITEM 5. Commissioner Chambliss nominated Commissioner Sexton as Vice-Chair. There were no additional nominations. A vote was cast 9 for, 0 against.

ITEM 6. Discussion was held regarding the introductory review of the Seagoville Charter including: reviewing the most important Articles vs. the entire Charter; taking review as fast or slow as Commission desires; and assigning specific Articles for Commissioners to review and discuss at following meeting.

ITEM 7. Following a discussion the Commission agreed to meet every other Thursday, more specifically the first and third Thursday of each month at 6:30 p.m. in the Council Chambers. The next meeting scheduled will be Thursday, August 20, 2015 at 6:30 p.m. Commissioners

were asked if unable to attend to submit their worksheets to help the Commission stay on schedule.

Comments followed. Commissioners agreed to review Articles II and III for discussion next at meeting.

ITEM 8. The meeting was adjourned at 7:01 p.m.

APPROVED:


CHAIR

ATTEST:


CITY SECRETARY

**CHARTER REVIEW COMMISSION
REGULAR MEETING
AUGUST 20, 2015**

The Charter Review Commission held a meeting on Thursday, August 20, 2015 with a quorum present, to wit:

Bill Chambliss	Dee Thompson
Brenda Thompson	Harold Magill
James Sudduth, absent	Larry Campbell, absent
Lee Landess	Mike Dupuis
Sid Sexton	Terri Ashmore
Willie Adams	

The following staff members were also present: City Attorney Bob Hager and City Secretary Dara Crabtree.

ITEM 1. The meeting was called to order at 6:30 p.m.

ITEM 2. The minutes for August 6, 2015 were approved with the following correction under Item 4; Commissioner D.Thompson nominated Commissioner Magill as Chair.

ITEM 3. *Review of Seagoville City Charter, Article II, Powers of the City and consider any recommendations for amendments thereto.*

Following a discussion, several scrivener errors were noted including: Section 1.01(b) fifth line from bottom the word "hall" should be "shall"; Section 2.04 last sentence the word "wise" should be "way"; and Section 2.17(b) on the second line the word "contact" should be "contract". City Attorney Hager advised scrivener errors were corrected by ordinance and an ordinance would be prepared for the City Council consideration.

Commission Action:

Section 2.06 Street Improvements; add: *In such improvement in accordance with the law and approved by an independent licensed civil engineer.*

Section 2.17(a) Contracts; change: The city may enter into a contract which may bind the City to pay for personal or professional services to be rendered for the performance of a specific act or for a specific period of time for a period of time not to exceed two (2) years; *however, the City may enter into a contract to provide solid waste and other public utilities for a period not to exceed five (5) years.*

ITEM 4. *Review of Seagoville City Charter, Article III, The City Council and consider any recommendations for amendments thereto.*

Commission Action:

Section 3.01(b) Mayor and City Council; add: *City employees, former City employees and retired City employees are not eligible to hold office until one (1) year from date of separation from employment with the City of Seagoville.*

Section 3.01(e) Term of Office; add: *Terms limited to three (3) consecutive full terms.*

Section 3.06 Vacancies, Forfeiture and Filling of Vacancies; change: In the event of a vacancy existing in the office of the Mayor or City Council from any cause whatsoever, *a special election will be called to fill the vacancy unless it is within ninety (90) days of the end of the term.*

Section 3.07(b) Duties and Powers of the City Council; change: Any member of the City Council shall have the unabridged right to place an item on the agenda *and request it be placed on a duly convened regular meeting date.*

Section 3.07(c) Duties and Powers of the City Council; change: During each calendar year, the City Council shall undertake *one (1) annual review and one (1) mid-year review of the performance of the City Manager, City Secretary, Municipal Court Judge(s) and the City Attorney.*

Section 3.08(a) Limitations of Authority; add: *City employees, former City employees and retired City employees are not eligible to hold office until one (1) year from date of separation from employment with the City of Seagoville.*

Section 3.10(b) Meetings of the City Council; change: Special meetings of the City Council shall be held at the call of the Mayor or a majority of the Councilmembers upon provision of public notice *on the city website, city hall entrance and in accordance with State law.*

Section 3.12 Conflict of Interest; add: *The City Secretary will verify with the City Attorney if conflict of interest exists with each councilmember and provide the proper form.*

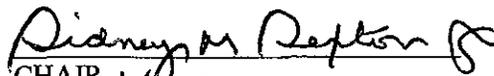
Section 3.13 Rules of Procedure; add: *The City Council shall adopt the latest edition of Robert's Rules of Order as a guide.*

Section 3.19(b) Board and Commissions; change: The City Council may appoint person to serve on *one (1) standing board, commission or committee; however, the City Council may waive the requirement by a four (4) of five (5) super majority vote.*

ITEM 5. Following a discussion the Commission agreed to review Articles IV, V and VI for discussion at the next meeting on September 3, 2015.

ITEM 6. The meeting was adjourned at 8:26 p.m.

APPROVED:


CHAIR *V.R.E.*

ATTEST:

Dana Crabtree
CITY SECRETARY

**CHARTER REVIEW COMMISSION
REGULAR MEETING
SEPTEMBER 3, 2015**

The Charter Review Commission held a meeting on Thursday, September 3, 2015 with a quorum present, to wit:

Bill Chambliss	Dee Thompson
Brenda Thompson	Harold Magill
James Sudduth	Larry Campbell
Lee Landess	Mike Dupuis
Sid Sexton	Terri Ashmore
Willie Adams	

The following staff members were also present: City Attorney Bob Hager and City Secretary Dara Crabtree.

ITEM 1. The meeting was called to order at 6:32 p.m.

ITEM 2. No action was taken on the August 20, 2015 minutes.

ITEM 3. *Review of Seagoville City Charter, Article IV, City Manager and consider any recommendations for amendments thereto.*

Commission Action:

Section 4.03 Qualifications of City Manager; add: *"After" establishing a process and background check to insure he/she has education qualifications and experience necessary to administer the policies established by the City Council.*

Section 4.04(a) Powers and Duties of City Manager; add: *In the event that there is an allocation of material and significant misappropriation of municipal finances the Council may use an unbiased outside audit firm.*

Section 4.04(e) Powers and Duties of City Manager; add: *He/she shall attend local, regional and state meetings relevant to city improvement and benefit. Network with neighboring cities, communicate with state organizations and partner with cities of like size and interest for the benefit of the city.*

[City Council recessed at 7:25 p.m.; reconvened at 7:30 p.m.]

ITEM 4. *Review of Seagoville City Charter, Article V, Other Officers and consider any recommendations for amendments thereto.*

Commission Action:

Section 5.04(c) City Attorney, Duties; add: *(4) During each calendar year, the City Council shall undertake one (1) annual evaluation of the performance of the City Attorney.*

ITEM 5. Review of Seagoville City Charter, Article VI, Finance and consider any recommendations for amendments thereto.

Commission Action:

Section 6.02 Payment of Taxes; change to read: The taxes herein and hereby authorized to be levied shall become due and payable October first of the year assessed, and same shall be payable at the office of the Assessor and Collector of Taxes or such other officer as the City may, by ordinance, prescribe.

ITEM 6. Following a discussion the Commission agreed to review Articles VII through XII for discussion at the next meeting on September 17, 2015.

ITEM 7. The meeting was adjourned at 7:37 p.m.

APPROVED:

Richard M. Repton
CHAIR *R.M.R.*

ATTEST:

Dana Crabtree
CITY SECRETARY

**CHARTER REVIEW COMMISSION
REGULAR MEETING
SEPTEMBER 17, 2015**

The Charter Review Commission held a meeting on Thursday, September 17, 2015 with a quorum present, to wit:

Bill Chambliss
Brenda Thompson, absent
James Sudduth
Lee Landess, arrived 6:32 p.m.
Sid Sexton
Willie Adams

Dee Thompson
Harold Magill, absent
Larry Campbell, arrived 6:35 p.m.
Mike Dupuis
Terri Ashmore

The following staff members were also present: City Attorney Bob Hager and City Secretary Dara Crabtree.

ITEM 1. The meeting was called to order at 6:30 p.m.

ITEM 2. Commissioner Ashmore made a motion, seconded by Commissioner Dupuis, to approve the minutes for meetings held on August 20, 2015 and September 3, 2015. A vote was all for.

ITEM 3. *Review Seagoville City Charter, Article VII, Recall and consider any recommendations for amendments thereto.*

A scrivener's error was noted in Section 7.02(1) Petition for Recall in the first sentence the word "ember" should be "member.

Commission Action:

Section 7.02 (3)(ii) Petition for Recall; change: 40% to 30%.

Section 7.14 (2) Initiative and Referendum; add: Within three (3) *business* days after receiving the affidavit for initiative or referendum, the City Secretary shall prepare and have available at City Hall for delivery to persons signing the Affidavit petition forms which shall be addressed to the City Council and bear the seal of the City Secretary. The petition form shall provide space for the printed names, addresses, dates of birth and signatures. The City Secretary may provide space for any other information or format helpful in certifying a person as a qualified voter, but the absence of said information shall not invalidate the petition. Persons accepting delivery of the petition forms shall acknowledge delivery by signing a receipt bearing the date of delivery. Said receipt shall be retained by the City Secretary for office files. Petitioners must take delivery of the prepared petition forms within three (3) *business* days of notification that they are available.

ITEM 4. Review Seagoville City Charter, Article VIII, Bonds, Warrants and Other Evidence of Indebtedness and consider any recommendations for amendments thereto.

No Commission action taken.

ITEM 5. Review Seagoville City Charter, Article IX, General Provisions and consider any recommendations for amendments thereto.

Commission Action:

Section 9.03 Nepotism; add: No person related within the second degree by affinity or within the third degree by consanguinity to the Mayor or any Councilmember or the City Manager *or employee* shall be employed by or contracted with for the City. This shall not apply to the following:

- (1) Any person continuously employed or contracted six months prior to election or appointment of Mayor, Councilmember or City Manager,
or
- (2) Any person who is a seasonal employee or intern of the City.

Section 9.05(b) Amendments and Charter Review; add: The City Council shall appoint a citizens Charter review commission not less than every six (6) years, with the Mayor and each Councilmember selecting *two (2)* members for appointment. Such commission shall review the Charter and make recommendation to the City Council as to any necessary amendments.

ITEM 6. Review Seagoville City Charter, Article X, Franchises and Special Privileges and consider any recommendations for amendments thereto.

No Commission action taken.

ITEM 7. Review Seagoville City Charter, Article XI, Miscellaneous and consider any recommendations for amendments thereto.

No Commission action taken.

ITEM 8. Review Seagoville City Charter, Article XII, Construction and consider any recommendations for amendments thereto.

No Commission action taken.

ITEM 9. Following a discussion the Commission agreed to review the proposed amendments at their next meeting on October 15, 2015.

ITEM 10. The meeting was adjourned at 7:16 p.m.

APPROVED:

Herald R. Magill
CHAIR

ATTEST:

Sara Crabtree
CITY SECRETARY

**CHARTER REVIEW COMMISSION
FINAL MEETING
OCTOBER 15, 2015**

The Charter Review Commission held a meeting on Thursday, October 15, 2015 with a quorum present, to wit:

Bill Chambliss
Brenda Thompson
James Sudduth
Lee Landess
Sid Sexton
Willie Adams, absent

Dee Thompson
Harold Magill
Larry Campbell, absent
Mike Dupuis
Terri Ashmore

The following staff members were also present: City Attorney Bob Hager and City Secretary Dara Crabtree.

ITEM 1. The meeting was called to order at 6:30 p.m.

ITEM 2. Commissioner Chambliss made a motion, seconded by Commissioner Ashmore, to approve the minutes for meetings held on September 15, 2015. A vote was all for.

ITEM 3. *Review Seagoville City Charter, Article III, The City Council and consider any recommendations for amendments thereto.*

Commission Action:

Section 13.09 (f) Boards and Commissions; add: Qualifications for Board members.

1. Have been a resident of the State of Texas for one (1) year and a resident of Seagoville for six (6) months.
2. Be a qualified voter at the time of appointment.
3. Not be in arrears on City taxes, utility service charges, or other obligations owed to the City.
4. Have not been convicted of a felony.
5. Have not been convicted of a Class A misdemeanor.
6. Not be adversary party to pending litigation against the City

ITEM 4. *Review Seagoville City Charter, Article XI, Miscellaneous and consider any recommendations for amendments thereto.*

No Commission action taken.

[Recessed at 6:55 p.m.; reconvened at 6:58 p.m.]

ITEM 5. *Review Seagoville City Charter, Articles I through XII as proposed and consider any recommendations for amendments thereto.*

Commission Action:

Section 3.01(e) Mayor and City Councilmembers; following a discussion, the statement was changed from previous statement approved on August 20, 2015 for clarification: Terms shall be limited to three (3) cumulative consecutive full terms in any position on the City Council including the Mayor.

ITEM 6. Commissioner Chambliss made a motion, seconded by Commissioner D. Thompson, for Chair Magill to present the recommendations as discussed tonight to the City Council. A vote was cast all for. Chair Magill requested if he should not be available then Vice-Chair Sexton will do the presentation. All agreed.

ITEM 7. An additional meeting was not necessary to schedule. The Commission has completed their review of the Charter.

ITEM 8. The meeting was adjourned at 7:20 p.m.

[Due to final meeting of Commission there will not be an approval signature.]

Agenda Item 9

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 10

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 11

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 12 and 13

ITEM 12.

Recess into Executive Session in compliance with Texas Government Code Section 551.071, to seek legal advice from City Attorney regarding claims of former employee Larry Graves.

This item has been placed on the agenda at the request of City Attorney Hager.

ITEM 13.

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

Agenda Item 14

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