



**SEAGOVILLE CITY COUNCIL
MEETING AGENDA
MONDAY, MARCH 07, 2016**

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

AGENDA

1. Discussion of Agenda Item(s)
2. Staff Updates
 - a. Special Response Team Presentation
3. Adjourn

REGULAR MEETING – 7:00 P.M.
Council Chambers, City Hall
702 N. Hwy 175

AGENDA

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

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

AGENDA (cont'd)

CONSENT AGENDA

- 1C.** Approval of minutes.
- 2C.** Approval of a Resolution authorizing the City Manager to execute an Interlocal Agreement with the Southern Regional Response Group (SRRG) for specialized emergency police response services and resources; providing for an annual fee in an amount of Seven Thousand Five Hundred Dollars (\$7,500.00); providing for a repeal of any and all resolutions in conflict; providing for a severability clause; and providing for an effective date.
- 3C.** Approval of an Ordinance of the City of Seagoville, Texas, adopting Supplement No. 5 to the Code of Ordinances adopted November 06, 2008; providing for the printing thereof, authentication by the Mayor and attestation by the City Secretary; providing for the repeal of certain ordinances; providing exceptions to repeal; providing penalties; and providing an effective date.
- 4C.** Approval of an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by renumbering Chapter 23A, "Storm Water Protection", Article 23A.01, "Storm Water", as a newly adopted Article 19.10, "Storm Water Protection", Sections 19.10.001 through 19.10.027; and renumbering Chapter 23A, Article 23A.02, "Municipal Storm Water Utility System", as a newly adopted Article 19.09; adopting Article 19.08, "Reserved"; and repealing Chapter 23A in its entirety; providing a severability clause; repealing conflicting ordinances; and providing an effective date.
- 5C.** Approval of a Resolution authorizing the City Manager to execute the Project Specific Agreement regarding reconstruction and overlay of Dennis Circle, Fisk Drive, Robinwood Drive, Lynell Drive and Wanda Way, Type "E" streets, made pursuant to Master Road and Bridge Interlocal Maintenance Agreement between Dallas County, Texas and City of Seagoville, Texas in an amount of Two Hundred Eighty-Two Thousand Five Hundred Eighty Dollars (\$282,580.00); and providing an effective date.
- 6C.** Approval of a Resolution authorizing the City Manager to execute the Project Specific Agreement regarding reconstruction of Stark Road, Type "B" street, made pursuant to Master Road and Bridge Interlocal Maintenance Agreement between Dallas County, Texas and City of Seagoville, Texas in an amount of One Hundred One Thousand Five Hundred Thirty Dollars (\$101,530.00.00); and providing an effective date.

AGENDA (cont'd)

REPORTS/RECOMMENDATIONS/REQUESTS

7. Discuss and consider a Resolution approving a Seagoville Economic Development Corporation expenditure in an amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00) to enter into a Professional Services Contract with Mike Barnes Group, Inc. for the purpose of conducting an executive search for the Executive Director.

8. Discuss and consider an Ordinance of the City of Seagoville, Texas, amending Ordinance 21-14 which adopted the operating budget for the fiscal year beginning October 1, 2014 and ending September 30, 2015; providing amended appropriations for the General Fund of the City; authorizing the City Manager to make adjustments; providing for the repeal of all ordinances in conflict; providing a severability clause; and providing an effective date.

9. Discuss and consider an Ordinance of the City of Seagoville, Texas, amending Ordinance 20-15 which adopted the operating budget for the fiscal year beginning October 1, 2015 and ending September 30, 2016; providing amended appropriations for the General Fund of the City; authorizing the City Manager to make adjustments; providing for the repeal of all ordinances in conflict; providing a severability clause; and providing an effective date.

10. Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 25, "Zoning", Division 25.02, "Regulations Applicable to All Districts", Section 25.02.718, "Carports, Canopies and Porte Cocheres", to renumber the existing language regulating nonresidential carports as 25.02.718(b), and to adopt a new Section 25.02.718(a), providing regulations for residential carports; providing a repealing clause, providing a severability clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date.

11. Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 13, "Offenses and Nuisances", Article 13.10, Smoking, by providing regulations and restrictions prohibiting smoking in public places; providing for the posting of signs; providing for enforcement; providing for offenses and penalties of a fine not to exceed Five Hundred Dollars (\$500.00) for each offense; providing a severability clause; providing a savings clause; and providing an effective date.

12. Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Article 13.03, "Noise", Section 13.03.002, "Prohibitions", Subsection (b) to provide for the prohibiting of engine braking, commonly referred to as *jake braking*, in the city limits; authorizing the City Manager or Designee to erect the appropriate signage notifying motorists of this violation; providing for offenses and penalties of a fine not to exceed Five Hundred Dollars (\$500.00) for each offense; providing a severability clause; providing a savings clause; and providing an effective date.

AGENDA (cont'd)

13. Discuss and consider an Ordinance of the City of Seagoville, Texas amending the Code of Ordinances by adding a new Article 11.04 titled "Donation Boxes" to Chapter 11 "Health and Sanitation" regarding the permitting, location, and condition of donation boxes and/or prohibiting donation boxes from being located in the City of Seagoville; providing a savings clause; 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 for publication and an effective date.

14. Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances Chapter 7, "Business Regulations", by adding Article 7.10, "Shopping Carts" to provide for the abandonment and recovery of shopping carts; providing for definitions; providing requirements; providing for retrieval and impoundment; providing for disposal of abandoned shopping carts; providing for enforcement; providing for offenses and penalties of a fine not to exceed Five Hundred Dollars (\$500.00) for each offense; providing a severability clause; providing a savings clause; and providing an effective date.

15. Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Article 19.02, "Solid Waste", by repealing Section 19.02.007, "Placement for Collection", and replacing with a new Section 19.02.007 to provide for the location, day and times for placement of receptacles, small brush and large/bulky items; providing a severability clause; providing a savings clause; and providing an effective date.

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

17. Receive Citizen Comments – Citizens may speak 6 minutes each on any matter, other than personnel matters, or matters under litigation.

18. Receive Future Agenda Items – Items to be placed on a future agenda which no action or discussion will be taken at this meeting.

19. Adjourn.

Posted Friday, March 04, 2016 by 5:00 P.M.



Dara Crabtree, City Secretary

AGENDA (cont'd)

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, March 07, 2016 @ 7:00 p.m., City Council meeting.
- Monday, March 21, 2016 @ 7:00 p.m., City Council meeting.
- Monday, March 28, 2016 @ 6:30 p.m., Town Hall Meeting Dr. Hinojosa

INVOCATION

PLEDGE OF ALLEGIANCE

MAYOR'S REPORT

***VISITOR RECOGNITIONS/
PROCLAMATIONS / PRESENTATIONS -Proclamations: Destination Imagination;
and Seagoville named 1 of 50 Safest Cities***



Proclamation

- WHEREAS,** the purpose of Destination Imagination is to inspire and equip students to become the next generation of innovators and leaders; and
- WHEREAS,** approximately 20,000 youth make friends and learn the creative process through the programs every year, and 12,000 volunteers support the program; and
- WHEREAS,** Texas Destination Imagination is the largest affiliate in the world with over 3200 teams in 2014-2015; and
- WHEREAS,** participants learn patience, flexibility, persistence, ethics, respect for others and their ideas, and the collaborative problem solving process; and
- WHEREAS,** on February 20th, a team of seven 4th and 5th grade students from Seagoville North Elementary School competed in the annual regional competition; and
- WHEREAS,** the team's Fine Arts challenge, consisted of composing a story, creating props, tailoring their costumes, inventing a technical clue and solving a "crime" without any physical help, ideas or solutions from any adults; and
- WHEREAS,** on the day of competition the students had an Instant Challenge where they had about 8 minutes to formulate a creative solution; and
- WHEREAS,** the Seagoville Detectives' hard work paid off and the students were awarded 1st place and will now advance to state competition on April 2nd in Anna, Texas;

NOW, THEREFORE, I, Dennis K. Childress, Mayor of the City of Seagoville, Texas do hereby urge all citizens to join me in recognizing the tremendous achievement of the Seagoville Detectives and congratulate these young students as well as their teachers.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seagoville, Texas to be affixed this 7th day of March, 2016.



Mayor, The City of Seagoville, Texas



Proclamation

WHEREAS, BackgroundChecks.org recently released its Annual "Safest Cities in Texas" report for 2016; and

WHEREAS, the City of Seagoville ranked #23 in a statewide field of over 3000 potential cities; and

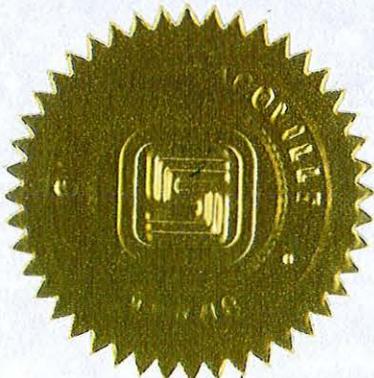
WHEREAS, rankings are based on FBI violent crime stats and proprietary BackgroundChecks.org research data; and

WHEREAS, Seagoville experienced a year-end overall reduction in FBI Uniform Crime Reporting (UCR) Part 1 offenses of -6.63%; and

WHEREAS, this accomplishment is a direct reflection of the commitment of the Seagoville Community as a team; and

WHEREAS, Police and Fire departments, Citizens and City Staff as well as Schools and the Business Community all contribute to the safety and well-being of our community;

NOW, THEREFORE, I, Dennis K. Childress, Mayor of the City of Seagoville, Texas do hereby proclaim this recognition as a wonderful validation that we are doing things right and applaud everyone's efforts in keeping our city and citizens safe.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seagoville, Texas to be affixed this 7th day of March, 2016.


Mayor, The City of Seagoville, Texas

Agenda Item 1C

Approval of minutes.

BACKGROUND OF ISSUE:

Approval of minutes for meetings held on February 01, 2016 and February 29, 2016.

FINANICIAL IMPACT:

N/A

**CITY COUNCIL
WORK SESSION
FEBRUARY 01, 2016**

The City Council held a work session on Monday, February 01, 2016 at 6:31 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: City Manager Pat Stallings, Police Chief Ray Calverley, Finance Director Patrick Harvey, Community Development Director Ladis Barr, HR Director/Risk Manager Cindy Brown, City Attorney Alexis Allen and City Secretary Dara Crabtree.

ITEM 2. STAFF UPDATES.

City Manager Stallings discussed **proposed reorganization including:** the renaming of the Public Works Department to the Public Utilities Department; the Public Utilities Department would consist of water and sewer; streets, parks, and litter crew would be moved under the Community Development Department; and the existing planning & zoning, building maintenance and code enforcement would **remain** under the Community Development Department; beginning the second pay period of March the hours of operation will be Monday – Friday, 8:00 a.m. – 5:00 p.m. for all civilian employees; in April desire to provide a one-time 1% retention pay for all employees (this item will be brought back as a budget amendment for council consideration); and desire to make salary adjustments for the Public Utilities employees.

ITEM 1. DISCUSSION OF AGENDA ITEMS.

ITEM 4C. Following a City Council inquiry, Police Chief Calverley stated he was happy with the Racial Profiling Report being submitted tonight.

ITEM 5C. Discussion included: a one year renewal was being requested; pricing will remain same as first year; Charter provisions for contracts; prior issue before a festival was staff related not contractor; staff will take on more mowing to balance contract to allow for mowing of highway medians; current contract includes cleaning landscape beds; TxDOT mows twice a year; and to consider zero-scaping entrance sign areas.

ITEM 11. Following a City Council inquiry, Community Development Director Barr stated he has met with the property owner and they are aware the building must be brought up to code prior to receiving a Certificate of Occupancy.

Following a City Council inquiry, City Attorney Allen confirmed Council could amend the ordinance being considered tonight to include a time limit, if so desired.

ITEM 14. The discussion on the homestead exemption was pulled so as more research could be done on the item.

ITEM 15. Following a City Council inquiry, Community Development Director Barr confirmed currently there was no minimum dwelling square footage provided for in the agriculture zoning.

The work session was adjourned at 7:10 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**CITY COUNCIL
REGULAR MEETING
FEBRUARY 01, 2016**

The City Council held a regular meeting on Monday, February 01, 2016 at 7:19 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

Mayor Childress provided the Invocation and led the Pledge of Allegiance.

MAYOR'S REPORT. Mayor Childress reported city offices would be closed on February 15th in observance of President's Day; the next council meeting will be held on Monday, March 7th; candidate packets were available in the City Secretary's office; filing for a place on the ballot continues until Friday, February 19th at 5:00 p.m.; and thanked everyone for attending tonight's meeting.

CITIZENS PUBLIC COMMENT PERIOD (items on the agenda).

Terri Ashmore, 605 N. Watson Street – commented on Agenda Item 16 including: survey included in agenda packet; not looking at whole ordinance as to when adopted; asked for council

to be diligent in review; what ordinance currently allows vs. what was allowed 30 years ago; age of subdivisions; planning at time of construction; consider the economic factor; cost to residents to put on a composition roof; rear entry requirements; side yard setback requirements; concerns if side yard not wide enough to get to rear yard; when were the other city ordinances last updated; and cost to residents.

CONSENT AGENDA.

Councilmember Epps made a motion, seconded by Councilmember Hernandez, to approve Consent Agenda Items 1C through 10C. A vote was cast 5 in favor, 0 against.

- ITEM 1C.** Approve minutes for meetings held on January 04, 2016.
- ITEM 2C.** Approve Resolution No. 04-R-16 ordering the General Election to be held on May 7, 2016.
- ITEM 3C.** Approve Joint Election Agreement and elections services contract with Dallas County Elections Department for the conduct of a joint election to be held May 7, 2016.
- ITEM 4C.** Approve Resolution No. 05-R-16 authorizing the Mayor to accept the Police Department's 2015 Racial Profiling Report.
- ITEM 5C.** Approve Resolution No. 06-R-16 renewing a contract with Good Earth Corporation in the amount of Eighty-Three Thousand Eight Hundred and Eighty-Two Dollars (\$83,882.00) for performing all work necessary for mowing maintenance of City parks, medians, rights-of-way, and other lots in the city for the term of one (1) year; authorizing the City Manager to execute all necessary documents; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date.
- ITEM 6C.** Approve Ordinance No. 03-16 amending Chapter 11, "Health and Sanitation", Article 11.02, "Food and Food Establishments", to ensure the Ordinance is consistent with amendments to state law, effective October 11, 2015; providing a repealing clause; providing a severability clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date.
- ITEM 7C.** Approve Resolution No. 07-R-16 authorizing the Mayor to execute the Settlement and Release Agreement with Oncor Electric Delivery for the overbilling of street light numbers; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date.
- ITEM 8C.** Approve Resolution No. 08-R-16 authorizing the County of Dallas to resell tax foreclosed property located at 809 Armstrong Road, Seagoville, Texas, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.
- ITEM 9C.** Approve Resolution No. 09-R-16 entering into a Professional Services Agreement with Pipeline Analysis, LLC in the amount of Twenty-Five Thousand

Seven Hundred Dollars (\$25,700.00) for the purpose of preparation of a Sanitary Sewer System Capacity, Management, Operation and Maintenance (CMOM) Plan; authorizing the City Manager to execute all necessary documents; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date.

ITEM 10C. Approve Resolution No. 10-R-16 authorizing Work Order Authorization Agreement No. 2 with Halff Associates in the amount of Twenty Thousand Dollars (\$20,000.00) for the purpose of preparation of a TCEQ violation response, water line variance request and miscellaneous consultation; authorizing the City Manager to execute all necessary documents; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date.

ITEM 11. Mayor Childress opened the public hearing at 7:29 p.m. to hear a request from Nelson J. Mata to amend the Comprehensive Zoning Ordinance and Map by granting a zoning change from Local Retail (LR) to Local Retail with a Special Use Permit (LR-SUP) to allow for a church on approximately 0.24 ± acre described as Tract 8 of the M.L. Swing Survey, Abstract No. 1420, Page 115 more commonly known as 317 E. Malloy Bridge Road, Seagoville, Dallas County, Texas; providing for special conditions; providing for a severability clause; providing a penalty for violations hereof; providing a savings clause; and providing an effective date. No one spoke in favor or opposition of the request. Mayor Childress closed the public hearing at 7:30 p.m. Following a discussion, Councilmember Hernandez made a motion, seconded by Mayor Pro Tem Lemond, to approve Ordinance No. 04-16 amending the Comprehensive Zoning Ordinance and Map by granting a zoning change from Local Retail (LR) to Local Retail with a Special Use Permit (LR-SUP) to allow for a church on approximately 0.24 ± acre described as Tract 8 of the M.L. Swing Survey, Abstract No. 1420, Page 115 more commonly known as 317 E. Malloy Bridge Road, Seagoville, Dallas County, Texas; providing for special conditions, including but not limited to, a two year expiration clause; providing for a severability clause; providing a penalty for violations hereof; providing a savings clause; and providing an effective date. A vote was cast 4 for, 1 against (Howard).

ITEM 12. Mayor Childress opened the public hearing at 7:33 p.m. to hear a request from Sonny Merchant with SMARF, LLC to amend the Comprehensive Zoning Ordinance and Map by granting a zoning change from Local Retail (LR) to Local Retail with a Special Use Permit (LR-SUP) to allow for a restaurant/private club with outdoor patio dining for an approximate 4,750 square foot portion of an existing building, referred to as Suite 102, located on the property described as 2.785± acres on Lot 1R of the Denny's/Day's Inn Addition more commonly known as 550 N. Highway 175, Suite 102, Seagoville, Dallas County, Texas; providing for special conditions; providing for a penalty for violations hereof; providing for a savings clause; and providing an effective date. No one spoke in favor or opposition of the request. Mayor Childress closed the public hearing at 7:33 p.m. Following a discussion, Councilmember Epps made a motion to approve Ordinance No. 05-16 for the current tenant. Following an inquiry as to clarification regarding current tenant, Councilmember Epps withdrew his motion. Following additional discussion, Councilmember Epps made a motion, seconded by Councilmember Hernandez, to approve Ordinance No. 05-16 to amend the Comprehensive Zoning Ordinance and Map by granting a zoning change from Local Retail (LR) to Local Retail with a Special Use Permit (LR-SUP) to allow for a restaurant/private club with outdoor patio dining for an approximate 4,750 square foot portion of an existing building, referred to as Suite 102, located on the property described as 2.785± acres on Lot 1R of the Denny's/Day's Inn Addition more

commonly known as 550 N. Highway 175, Suite 102, Seagoville, Dallas County, Texas; providing for special conditions, including but not limited to, must reapply if the tenant should change; providing for a penalty for violations hereof; providing for a savings clause; and providing an effective date. A vote was cast 5 for, 0 against.

ITEM 13. Received financial report for the 2015 fiscal year end and first quarter of fiscal year 2016 from Finance Director Harvey.

ITEM 14. The discussion on Code of Ordinances, Article 1.06, Taxation, Division 2. Property Tax, Section 1.06.021, Residence Homestead Exemption was pulled during work session for additional research to be done.

ITEM 15. A discussion was held regarding residential zoning classifications including: minimum square footage requirements for current zoning classifications; considering increasing the minimum square footage requirements; no minimum square footage currently required in agriculture zoning; appeal process if minimum square footage is changed; requirements for older neighborhoods vs. newer neighborhoods; option to rebuild at current size if disaster; need to update and comply with comprehensive plan, if make changes; and consider scheduling a joint meeting with Planning & Zoning in the future when ready to move forward.

ITEM 16. Following a discussion, the consensus of the City Council desired for an ordinance to be prepared and brought back for consideration with the following carport regulations: 15 foot setback; 2 or more sides open; allow masonry or metal; construction material of building similar to size, shape and material of house; roof design shall be gable or flat; and columns set in concrete.

ITEM 17. COUNCILMEMBER REPORTS. No reports.

ITEM 18. CITIZEN COMMENTS.

Nancy Ashley, 1702 Parkhaven Street – commented on desire for restaurants to be no smoking; second hand smoke; smoker’s rights; health risk to non-smokers; contacted various health organizations regarding this issue; studies on second hand and third hand smoke; e-cigarettes have same issues and should be banned indoor as well; city council took steps in right direction banning in parks and city buildings; ask smokers to go outside away from doors; and neighboring cities going to smoke free environment.

ITEM 19. FUTURE AGENDA ITEMS. No items.

ITEM 20. The meeting adjourned at 8:38 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**CITY COUNCIL
WORKSHOP
FEBRAURY 29, 2016**

The City Council held a workshop on Monday, February 29, 2016 at 6:35 p.m. with a quorum present, to wit:

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

The following staff members were also present: City **Manager** Pat Stallings, Finance Director Patrick Harvey, Public Works Director Phil DeChant, Community Development Director Ladis Barr, Library Director Liz Gant, Police Chief Ray Calverley, Fire **Chief** Todd Gilcrease 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 and goal setting.

The workshop was adjourned at 9:36 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Agenda Item 2C

Approval of a Resolution authorizing the City Manager to execute an Interlocal Agreement with the Southern Regional Response Group (SRRG) for specialized emergency police response services and resources; providing for an annual fee in an amount of Seven Thousand Five Hundred Dollars (\$7,500.00); providing for a repeal of any and all resolutions in conflict; providing for a severability clause; and providing for an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville (Police Department) opted to become part of the Southern Regional Response Group (SRRG) in 2008 to provide Specialized Police Response to Emergency situations.

The agreement is based on a one (1) year period (October 1, 2015 – September 30, 2016) and provides manpower, resources, and specialized training required in unusual, complicated or hazardous situations that reach out beyond our current capabilities. Over the past three (3) years there has been a total of three (3) occasions where the specialized services that SRRG has to offer has been needed to bring situations to a safe and peaceful conclusion.

The intent of the agreement is to ensure that the City of Seagoville (Police Department) has a mechanism to assure safe and effective resolution to unusual, complicated, or hazardous situations as peacefully as possible, with the least amount of liability and financial impact as possible.

Staff is recommending council approval, if so desired.

FINANCIAL IMPACT:

Funding for this expenditure is available in the Police Department budget. The annual cost is \$7,500.00 for member agencies that do not have personnel on the SRRG Team. This contribution helps SRRG offset costs of needed equipment and/or resources that are prudent to the functionality of the organization.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 11-R-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE SOUTHERN REGINAL RESPONSER GROUP (SRRG) FOR SPECIALIZED EMERGENCY POLICE RESPONSE SERVICVES AND RESOURCES; PROVIDING FOR AN ANNUAL FEE IN AN AMOUNT OF SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00); PROVIDING FOR A REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seagoville, Texas recognizes the mutual benefits of cooperative Interlocal Agreements between units of government and joint organizations; and

WHEREAS, the City Council of the City of Seagoville, Texas recognizes and supports the Specialized Emergency Services Response and Resources through Regional Interlocal Agreements supporting the Southern Reginal Response Group; and

WHEREAS, the City Council of the City of Seagoville, Texas recognizes that the City opted to become part of the Southern Reginal Response Group by Memorandum of Understanding (MOU) in 2008 to have a mechanism that assisted with unusual, complicated or hazardous police situations; and

WHEREAS, pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 of the Texas Government Code, and Subchapter F, Chapter 271 of the Texas Local Government Code, the City Council of the City of Seagoville, Texas, desires to enter into an Interlocal Agreement with the Southern Reginal Response Group, for Emergency Response to Unusual, Complicated and/or Hazardous Situations; and

WHEREAS, The City Council of the City of Seagoville, Texas hereby supports entering into an Interlocal Agreement with the Southern Reginal Response Group (SRRG), for Emergency Police Response to Unusual, Complicated, or Hazardous situations (named in the ILA) that require specialized training and resources beyond our normal Law Enforcement Response Capabilities.

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

SECTION 1. That the City Council of the City of Seagoville, Texas, authorizes the City Manager to execute an Interlocal Agreement with the Southern Regional Response Group(SRRG), for Emergency Police Response to Unusual, Complicated, or Hazardous situations (named in the ILA) that require specialized training and resources beyond our

normal Law Enforcement Response Capabilities which is attached hereto and incorporated herein as Exhibit "A".

SECTION 2. The City Council further authorizes annual fee in an amount of Seven Thousand Five Hundred Dollars (\$7,500.00) to support SRRG's initiative, equipment purchase and/or replacement for the specialized Law Enforcement Response.

SECTION 3. That any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 4. If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 5. This Resolution shall take effect immediately from and after its passage in accordance with the provision of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

DULY PASSED AND APPROVED by the City Council of the City of Seagoville, Texas, this the 7th day of March, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

STATE OF TEXAS §
 § **INTERLOCAL COOPERATION AGREEMENT**
COUNTY OF DALLAS §

This Mutual Aid Agreement ("Agreement") is entered into by and between the undersigned Participating Local Governments of the State of Texas acting by and through their duly authorized officials. The undersigned Participating Local Governments and any and all other Participating Local Governments of the State of Texas adopting this Agreement upon a formal order of their respective governing bodies as provided herein may be referred to in this Agreement individually as "City" and collectively as "Parties" or "Participating Cities."

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with one another to provide governmental functions and services; and

WHEREAS, the Participating Cities have joined to form the Southern Regional Response Group ("herein after referred to as the "SRRG") to enhance emergency planning and response capabilities; and

WHEREAS, the Participating Cities have formed a Special Response Team (hereinafter referred to as the "SRRG/SRT") which provides a specialized police response to the Participating Cities for the purposes of responding to incidents such as felony arrest warrants and searches, armed barricaded person(s), narcotic warrants and other incidents that require a specialized police response; and

WHEREAS, SRRG recognizes the advantages of combining manpower and equipment among the Participating Cities to form the SRRG/SRT comprised of duly licensed officers from the Participating Cities; and

WHEREAS, the Participating Cities recognize that this Agreement will allow for better coordination of effort between the Participating Cities, provide that adequate equipment and personnel are available, and ensure that adequate resources are available for the SRRG/SRT to respond to incidents requiring a specialized police response;

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

Article I
Purpose

Members of the SRRG agree to participate and/or cooperate with the creation of the SRRG/SRT designed to intervene in tactical scenarios on behalf of Participating Cities and to support Participating Cities with standing tactical units.

Exhibit "A"

Article II Term

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

Article III Termination

A Participating City may terminate its participation in this Agreement by providing thirty (30) days prior written notice to the other Participating Cities. The written notice of intent to terminate shall be delivered to the current chief executive of each of the Participating Cities by certified mail, return receipt requested, or hand delivery. Termination by one or more of the Participating Cities to this Agreement does not affect this Agreement as it applies to the remaining Participating Cities, and shall continue to apply to the remaining Participating Cities until terminated by those parties.

Article IV Operational Procedures

4.1 The chief law enforcement officer (or head of the law enforcement agency) or that person's designee may request the activation of the SRRG/SRT in accordance with the Greater Dallas-Fort Worth Regional Law Enforcement Mutual and Task Force Agreement.

4.2 The SRRG/SRT will report to the Incident Commander of the City requesting assistance and will operate under that Incident Commander's control in accordance with ICS protocols.

4.3 The SRRG/SRT will respond to but not be limited to the following types of incidents:

- a. barricaded persons;
- b. hostage situations;
- c. live shooter scenarios;
- d. hazardous warrant service;
- e. civil disturbances, including riots;
- f. SNS delivery and POD security;
- g. terrorists' incidents; and
- h. any event in which a member agency's resources have been depleted.

Article V
Supervision/Personnel/Board Members

5.1 A Command Staff will be established by policy and approved by the Board Members ("Board") of the SRRG. The Board shall be comprised of the chief law enforcement officer (or head of the law enforcement agency) from each Participating City.

5.2 The Command Staff will answer to and provide regular updates on the following to the SRRG Board:

- a. equipment acquisitions;
- b. personnel acquisitions;
- c. training activities;
- d. activations; and
- e. pre-plans and after-action summaries.

Article VI
Evaluation and Performance Review

6.1 The Command Staff shall establish policy and procedures to establish criteria for continued membership in the SRRG/SRT by individual officers.

6.2 The policies shall cover the following areas:

- a. minimum proficiencies for each assignment;
- b. attendance and participation in training and activities;
- c. personal and professional behavior; and
- d. performance during activations.

Article VII
Finances

7.1 The division of equipment procurement shall be determined by policy as agreed upon by the SRRG/SRT Board. Each Participating City shall provide its member officers with adequate time to train with the SRRG/SRT and to supply minimum personal gear as established by policy.

7.2 The Participating City that procures the equipment shall be responsible for storage and maintenance of the equipment.

7.2 The personnel costs for the participating officers in the SRRG/SRT, including training, shall be the responsibility of the Participating City that employs the participating officer.

7.3 On an annual basis, each Participating City participating with personnel shall provide a \$5,000 cash contribution for the continuous operational needs of the SRRG/SRT. Participating Cities that do not participate with personnel on the SRT shall provide a \$7,500 cash contribution for the continuous operational needs of the SRRG/SRT. Such payment shall be made by each Participating City on or before the annual renewal date of this Agreement. The Board shall decide how the funds are to be distributed for the SRRG/SRT's operational needs. Matching funds may be accepted upon prior approval from the Board.

7.4 The Board will provide a Master Fee Schedule as required for the continuous operational needs of the SRRG/SRT.

Article VIII Addition of Participating Cities

The Board made up of currently participating chief law enforcement officers (or heads of law enforcement agencies) may add additional agencies to the SRRG/SRT at any time and upon the new agency's acceptance of the parameters of this Agreement.

Article IX Insurance

9.1 Workers' Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

9.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

9.3 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

9.4 Other Coverage. Each Participating City shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

Article X Waiver of Claims Against Parties; Immunity Retained

Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

Article XI Expending Funds

Each Participating City that performs services or furnishes services pursuant to this Agreement shall do so with funds available from current revenues of the Participating City.

Article XII Miscellaneous

12.1 Reimbursement. The Party requesting the SRRG/SRT shall not be responsible for compensating Participating Cities for the costs incurred when acting in accordance with this Agreement. The personnel who are assigned, designated or ordered by the responding Participating Cities to perform duties pursuant to this Agreement shall receive the same wage, salary, pension and other compensation and rights for the performance of such duties, including injury or death benefits, and Workman's Compensation benefits, as though the services have been rendered for and within the limits of the Participating City where the person is regularly employed. Further, all medical expenses, wage and disability payments, except those payments the requesting Party is required to pay under this Agreement, pension payments, damage to equipment and clothing, and expenses for travel, food and lodging shall be paid by the Participating City in which the employee in question is regularly employed.

12.2 Other Mutual Aid Agreements. This Agreement is not intended to replace local mutual aid agreements and local jurisdictions are encouraged to develop local agreements with each other for Mutual Aid in emergency, disaster and/or civil emergency situations and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions of this Agreement shall be superior to any such individual or previously adopted Mutual Aid Agreement(s) or contract(s).

12.3 Liability. Any loss, personal injuries, including death, and damages sustained by a person, who was not acting pursuant to this Agreement, as a result of any action taken pursuant to this Agreement is the sole responsibility and liability of the Participating City which requested the assistance from the other Participating Cities.

In the event a person performing duties pursuant to this Agreement shall be cited as a defendant to any state or federal lawsuit arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such person shall be entitled to the same benefits and/or defenses that he or she would be entitled to receive and/or assert had such civil action arisen out of an official act within the scope of his or her employment as an employee of the responding Participating City. The benefits described herein shall be supplied by the City where the person is regularly employed.

12.4 Waiver. The Parties to this Agreement waive any and all claims they may have against each other for any loss, personal injuries, including death, and damages of whatever nature may be incurred by the Parties while acting pursuant to this Agreement. However, this waiver does not include any claim the responding Parties may have against the Party requesting SRRG/SGT for its failure and/or refusal to pay for any loss, personal injuries, including death, and damages sustained by a person, who was not acting pursuant to this Agreement, as a result of any action taken pursuant to this Agreement.

12.5 Relationship of Parties. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture or trust.

12.6 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

12.7 Amendment. This Agreement may only be amended by the mutual written agreement of both parties hereto.

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

12.9 Governing Law. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

12.10 Entire Agreement. This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

12.11 Recitals. The recitals to this Agreement are incorporated herein.

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

12.13 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

12.14 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

12.15 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

[signature pages to follow]

EXECUTED this _____ day of _____ 2016.

City of DeSoto, Texas

By: _____

Printed Name: _____

Title: _____

Approved as to form:

By: _____

Joe Gorfida, Jr., City Attorney
(JJG/07-15-11/50258)

EXECUTED this _____ day of _____ -'2016.

City of Midlothian, Texas

By: _____
Printed Name: _____
Title: _____

Approved as to form:

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 2016.

City of Red Oak, Texas

By: _____
Printed Name: _____
Title: _____

Approved as to form:

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 2016.

City of Glenn Heights, Texas

By: _____
Printed Name: _____
Title: _____

Approved as to form:

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 2016.

City of Seagoville, Texas

By: _____
Printed Name: Patrick Stallings
Title: City Manager

Approved as to form:

By: _____
Printed Name: Alexis Allen
Title: City Attorney

EXECUTED this _____ day of _____, 2016.

City of Lancaster, Texas

By: _____
Printed Name: _____
Title: _____

Approved as to form:

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 2016.

City of Ovilla, Texas

By: _____
Printed Name: _____
Title: _____

Approved as to form:

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 2016.

City of Highland Park, Texas

By: _____
Printed Name: _____
Title: _____

Approved as to form:

By: _____
Printed Name: _____
Title: _____

Agenda Item 3C

Approval of an Ordinance of the City of Seagoville, Texas, adopting Supplement No. 5 to the Code of Ordinances adopted November 06, 2008; providing for the printing thereof, authentication by the Mayor and attestation by the City Secretary; providing for the repeal of certain ordinances; providing exceptions to repeal; providing penalties; and providing an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville adopted a new Code of Ordinances on November 06, 2008. The Code book included all ordinances on or before February 21, 2008.

It is necessary to supplement the Code of Ordinances from time to time to include additional ordinances passed by the City Council.

Supplement No. 5 includes ordinances enacted after January 05, 2015 through and including Ordinance No. 29-15 adopted on December 14, 2015.

FINANCIAL IMPACT:

Funding for this expenditure is available in the City Secretary's budget.

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 06-16

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, ADOPTING SUPPLEMENT NO. 5 TO THE CODE OF ORDINANCES ADOPTED NOVEMBER 06, 2008; PROVIDING FOR THE PRINTING THEREOF, AUTHENTICATION BY THE MAYOR AND ATTESTATION BY THE CITY SECRETARY; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES; PROVIDING EXCEPTIONS TO REPEAL; PROVIDING PENALTIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seagoville, Texas adopted a new Code of Ordinances for the City of Seagoville by Ordinance No. 23-08 on November 06, 2008, said Code to become effective November 06, 2008; and

WHEREAS, said Code included all ordinances passed on or before February 21, 2008;
and

WHEREAS, the City Council has enacted additional ordinances amending the Code of Ordinances through and including Ordinance No. 29-15 on December 14, 2015; and

WHEREAS, it is necessary to supplement the Code of Ordinances to include those amendments within the body of the Code as provided by Ordinance No. 23-08;

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

SECTION 1. That Supplement No. 5 to the Code of Ordinances of the City of Seagoville, heretofore enacted by Ordinance No. 23-08 be, and the same is hereby, adopted and shall hereafter constitute a Supplement to the Code of Ordinances.

SECTION 2. That copies of Supplement No. 5, a true and correct copy of which is attached hereto and, by this reference, incorporated herein, shall be printed and distributed to all

holders of the Code of Ordinances in accordance with the current list kept for that purpose by the City Secretary.

SECTION 3. That said Code as supplemented shall be admitted in evidence without further proof, and the City Secretary shall record this Supplement, adopted as an amendment to said Code, in the ordinance records of the City, and thereafter such Code, as amended and supplemented, shall serve as a record of the ordinances so codified, and it shall not be necessary in establishing the content of any particular ordinance so codified to go beyond said record.

SECTION 4. That all provisions of such Code, as amended and supplemented hereby, shall be in full force and effect from and after the date of this ordinance, and all ordinances of a general and permanent nature of the City of Seagoville, enacted on final passage on or before December 14, 2015, and not included in such Code or recognized and continued in force by reference therein, are hereby repealed from and after December 14, 2015, except as hereinafter provided. No resolution of the City Council not specifically mentioned herein is hereby repealed.

SECTION 5. That the repeal provided for in Section 4 above shall not affect any of the following:

- A. Any offense or act committed or done or any penalty of forfeiture incurred or any contract or right established or accruing before the effective date of such Code;
- B. Any ordinance promising or guaranteeing the payment of money for the City, or authorizing the issuance of any bond of the City or any evidence of the City's indebtedness;
- C. Any contract or obligation assumed by the City;
- D. Any right or franchise granted by the City;

- E. Any ordinance dedicating, naming, establishing, locating, relocating, opening, paving, widening, or vacating any street or public way in the City;
- F. Any ordinance relating to municipal street maintenance agreements with the State of Texas;
- G. Any ordinance establishing or prescribing grades for streets in the City;
- H. Any appropriation ordinance or ordinance providing for the levy of taxes or for an annual budget;
- I. Any ordinance relating to local improvements and assessments therefor;
- J. Any ordinance annexing territory to the City or discontinuing territory as a part of the City;
- K. Any ordinance dedicating or accepting any plat or subdivision in the City;
- L. Any ordinance prescribing the rates to be charged by public utilities or public service corporations;
- M. Any ordinance amending the Zoning Map or zoning or rezoning specific property;
- N. Any ordinance enacted after December 14, 2015.

SECTION 6. It is the intention of the City Council to make this Supplement and the amendments incorporated within it part of the Code of Ordinances when printed or reprinted in page form, distributed to and incorporated within the original Code of Ordinance books distributed by the City Secretary. A copy of such Code as supplemented hereby shall be available for all persons desiring to examine the same in the office of the City Secretary during regular business hours. Ordinances passed subsequent to the enactment of this Supplement shall be added to the body of the Code of Ordinances and incorporated within it by reference to the Code of Ordinances of the City of Seagoville shall be understood and intended to include such additions and amendments.

SECTION 7. Whenever in the Code of Ordinances an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in such Code the doing of any act is required or the failure to do any act is declared to be unlawful, the violation of such provision of the Code by any person, firm or corporation shall be deemed to be a misdemeanor and,

upon conviction in the Municipal Court of the City of Seagoville, such person, firm or corporation shall be punished by a penalty of fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, except where a different penalty has been established by state law for such offense, including traffic offenses under the Texas Transportation Code, in which case the penalty shall be that fixed by state law, and for any offense which is a violation of any provision that governs fire safety, zoning, public health and sanitation or dumping of litter or solid waste as those terms are defined by Section 365.001 of the Texas Litter Abatement Act, Texas Health & Safety Code, as amended, the penalty shall be a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such offense is continued shall constitute a new and separate offense.

SECTION 8. This ordinance shall take effect immediately after its passage and publication of the caption as the law and Charter in such cases provide.

DULY PASSED by the City Council of Seagoville, Texas on the 7th day of March, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

CERTIFICATE

STATE OF TEXAS §

COUNTY OF DALLAS §

This Supplement No. 5 to the Code of Ordinances of the City of Seagoville, adopted and enacted on the 7th day of March, 2016, as "Supplement No. 5 to the Code of Ordinances, City of Seagoville, Texas," by Ordinance No. 06-16 of the City Council, effective the same date, is hereby duly authenticated and approved.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Mayor of the City of Seagoville, attested by the City Secretary, with the seal of the City affixed hereto, this 7th day of March, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Agenda Item 4C

Approval of an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by renumbering Chapter 23A, "Storm Water Protection", Article 23A.01, "Storm Water", as a newly adopted Article 19.10, "Storm Water Protection", Sections 19.10.001 through 19.10.027; and renumbering Chapter 23A, Article 23A.02, "Municipal Storm Water Utility System", as a newly adopted Article 19.09; adopting Article 19.08, "Reserved"; and repealing Chapter 23A in its entirety; providing a severability clause; repealing conflicting ordinances; and providing an effective date.

BACKGROUND OF ISSUE:

This Ordinance was originally adopted on September 14, 2015 as a new Chapter 23A. It has since been determined the Ordinance should have been placed in Chapter 19. The attached Ordinance is a house cleaning item only and repeals Chapter 23A and renumbers it accordingly to Chapter 19.

FINANCIAL IMPACT:

N/A

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 07-16

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY RENUMBERING CHAPTER 23A, "STORM WATER PROTECTION", ARTICLE 23A.01, "STORM WATER", AS A NEWLY ADOPTED ARTICLE 19.10, "STORM WATER PROTECTION", SECTIONS 19.10.001 THROUGH 19.10.027; AND RENUMBERING CHAPTER 23A, ARTICLE 23A.02, "MUNICIPAL STORM WATER UTILITY SYSTEM", AS A NEWLY ADOPTED ARTICLE 19.09; ADOPTING ARTICLE 19.08, "RESERVED"; AND REPEALING CHAPTER 23A IN ITS ENTIRETY; PROVIDING A SEVERABILITY CLAUSE; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City has determined that it is in the best interest of the City to adopt this ordinance to renumber the "Storm Water Protection" provisions of the City's Code of Ordinances, as provided herein.

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

SECTION 1. That the City Council for the City of Seagoville hereby amends the Code of Ordinances by repealing Chapter 23A, Storm Water Protection, Article 23A.01, "Storm Water Protection", Sections 23A.01.001 through 23A.01.027, in its entirety; and replacing the same with the new Chapter 19, Article 19.10, Storm Water Protection, Sections 19.10.001 through 19.10.027, to read as follows:

"CHAPTER 19. UTILITIES.

....

ARTICLE 19.10. STORM WATER PROTECTION

Sec. 19.10.001 Definitions.

For the purposes of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning, and any words not herein defined shall be construed in context used and by ordinary interpretation and not as a word of art:

Agricultural Storm Water Runoff. Any storm water runoff from orchards, cultivated crops, pastures, range lands, and other non-point source agricultural activities, but not discharges from concentrated animal feeding operations as defined in 40 C.F.R. § 122.23 or discharges from concentrated aquatic animal production facilities as defined in 40 C.F.R. § 122.24.

Best Management Practices (BMPs). Schedule of activities, prohibitions of practices, maintenance procedures, structural controls, local ordinances, and other management practices to prevent or reduce the discharge of pollutants. BMPs also include treatment practices, operating procedures, and practices to control runoff, spills or leaks, waste disposal, or drainage from raw materials storage areas.

Board of Adjustment. The Board of Adjustment for the City of Seagoville, Texas.

Building. Any structure, either temporary or permanent, with walls and a roof, designed to shelter a person, animal, or property, and occupying more than 100 square feet of area.

City. The City of Seagoville, Texas, or its agents.

Clean Water Act (CWA). The Federal Water Pollution Control Act or the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. 96-483, and Pub. L. 97-117, 33 U.S.C. 1251 *et. seq.*, as it exists and as it may be amended.

Code Enforcement Official. A City employee or person or entity acting under a contract with the City, authorized to enforce the provisions of this Article and City ordinances, including, but not limited to the building official, inspector, Code Enforcement Officer, Code Compliance Officer, or his/her designee.

Construction Activity. Includes soil disturbance, including clearing, grading, and excavating; and does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site (e.g., the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities).

Small Construction Activity is construction activity that results in land disturbances equal to or greater than one (1) acre and less than five (5) acres of land. Small construction activity also includes the disturbance of less than one (1) acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one (1) and less than five (5) acres of land.

Large Construction Activity is construction activity that results in land disturbance of equal to or greater than five (5) acres of land. Large construction activity also includes the disturbance of less than five (5) acres of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than five acres of land.

Construction Site Notice. A signed and certified submission to the operator of the MS4 (*i.e.*, the City) from an operator of a Small Construction Activity identifying coverage pursuant to the Construction General Permit.

Contaminated. Containing a harmful quantity of any substance.

Contamination. The presence of or entry into a public water supply system, the MS4, surface water in the state, or waters of the United States of any substance which may be deleterious to the public health and/or the quality of the water, as determined by, or pursuant to, federal or state law.

Conveyance. Curbs, gutters, man-made channels and ditches, drains, pipes, and other constructed features designed or used for flood control or to otherwise transport storm water runoff.

Discharge. Any addition or introduction of any pollutant, stormwater, or any other substance whatsoever into the MS4, surface water in the state, or waters of the United States.

Discharger. Any person, who causes, allows, permits, or is otherwise responsible for a discharge including, without limitation, any operator of a construction site or industrial facility.

Environmental Protection Agency (EPA). The U.S. Environmental Protection Agency, the regional office thereof, any federal department, agency, or commission that may succeed to the authority of the EPA, and any duly authorized official of EPA or such successor agency.

Facility. Any building, structure, installation, process, or activity from which there is or may be a discharge of a pollutant.

Fertilizer. A solid or non-solid substance or compound that contains an essential plant nutrient element in a form available to plants and is used primarily for its essential plant nutrient element content in promoting or stimulating growth of a plant or improving the quality of a crop, or a mixture of two or more fertilizers. The term does not include the excreta of an animal, plant remains, or a mixture of those substances, for which no claim of essential plant nutrients is made.

Fire Code. Article 5.02, the International Fire Code, of the City Code.

Fire Department. The Seagoville Fire Department or any duly authorized representative thereof.

Fire Protection Water. Any water, and any substances or materials contained therein, used by any person other than the Fire Department to control or extinguish a fire.

Garbage. For the purpose of this Article, solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.

Ground Water Infiltration. For the purposes of this Article, ground water that enters a municipal separate storm sewer system (including sewer service connections and foundation drains) through such means as defective pipes, pipe joints, connections, or manholes.

Harmful Quantity. The amount of any substance that will cause pollution of surface water in the state or waters of the United States, or that will cause lethal or sub-lethal adverse effects on representative, sensitive aquatic monitoring organisms, upon their exposure to samples of any discharge into surface water in the state, waters of the United States, or the MS4, as determined by, or pursuant to, federal or state law.

Hazardous Materials. Any item or agent (biological, chemical, physical) that has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

Herbicide. A substance or mixture of substances used to destroy a plant or to inhibit plant growth.

Household Hazardous Waste. Waste from materials utilized for residential or housekeeping purposes containing regulated substances which either singularly or by their interaction with other wastes or by their accumulation in the MS4 becomes injurious or potentially injurious to human, plant, or animal life, or property. For purposes of this Article, household hazardous wastes include but are not limited to paint, paint thinners, paint solvents, bleaches, and drain cleaners.

Illicit Connection. Any man-made conveyance connecting an illicit discharge directly to a municipal separate storm sewer.

Illicit Discharge. Any discharge to a municipal separate storm sewer that is not entirely composed of storm water.

Industrial Activity. Any activity subject to the Multi-Sector General Permit.

Land Disturbance Activity. Any activity which changes the volume or discharge rate of stormwater runoff from the land surface. This includes grading, digging, cutting, scraping, or excavating of soil, placement of fill materials, paving, construction, substantial removal of vegetation, or any activity which bares soil or rock or involves the diversion or piping of any natural or man-made watercourse.

Maintenance Agreement. A formal contract between a local government and a property owner to guarantee long-term maintenance of stormwater management practices.

Municipal Separate Storm Sewer System (MS4). A separate storm sewer system owned or operated by the United States, a state, City, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, that discharges to surface water in the state.

National Pollutant Discharge Elimination System (NPDES). The federal program under which the administrator of the U.S. Environmental Protection Agency can authorize discharges of waste

to waters of the United States according to Section 402 of the Clean Water Control Act, and may also delegate this permitting authority to the State of Texas.

No Exposure Certification (NEC). A written submission to the Executive Director TCEQ from an applicant for the Multi-Sector General Permit notifying the applicant's intent to obtain a conditional exclusion from permit requirements by certifying that there is no exposure of industrial material or activities to precipitation or runoff.

Non-Stormwater Discharge. Any discharge to the storm drain system that is not composed entirely of stormwater.

Notice of Change (NOC). Written notification from a permittee pursuant to the Multi-Sector General Permit or the Construction General Permit to the Executive Director of TCEQ providing changes to information that was previously provided to TCEQ in a Notice of Intent (NOI) or No Exposure Certification (NEC) form.

Notice of Intent (NOI). A written submission to the Executive Director of TCEQ from an applicant requesting coverage under the Multi-Sector General Permit or the Construction General Permit.

Notice of Termination (NOT). A written submission to the Executive Director of TCEQ from a permittee authorized under the Multi-Sector General Permit or the Construction General Permit requesting termination of coverage.

NPDES Permit. A permit issued by EPA that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Operator. The person or persons who, either individually or taken together, meet the following two criteria: (1) they have operational control over the facility specifications (including the ability to make modifications in specifications); and (2) they have the day-to-day operational control over those activities at the facility necessary to ensure compliance with pollution prevention requirements and any permit conditions.

Owner. The person who owns a facility or part of a facility.

Person. Any individual, firm, partnership, association, business, corporation, or other entity.

Pesticide. A substance or mixture of substances intended to prevent, destroy, repel, or mitigate any pest, or any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant (as those terms are defined in Section 76.001 of the Texas Agriculture Code).

Pollutant. Dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, filter backwash, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into any surface water in the state. The term "pollutant" does not include tail water or

runoff water from irrigation or rainwater runoff from cultivated or uncultivated rangeland, pastureland, and farmland. For the purpose of this Article, the term “pollutant” includes sediment.

Pollution. The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any surface water in the State that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property or to public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Premises. Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Property. All privately owned, occupied, or unoccupied property, including vacant land, and/or a building designed or used for residential, commercial, business, industrial, or religious purposes. The term shall also include a yard, ground, wall, driveway, fence, porch, steps, or other structure appurtenant to the property or otherwise known as curtilage.

Publicly Owned Treatment Works (POTW). A treatment works, as defined by Section 212 of the Clean Water Act, owned by the City or other public entity, including any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any sewers, pipes, and other conveyances which convey wastewater to a treatment plant.

Regulated Construction Activity. A large construction activity or a small construction activity, as those terms is defined herein.

Release. Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the (MS4), surface water in the State, or waters of the United States.

Rubbish. Nonputrescible solid waste, excluding ashes, consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

Small Municipal Separate Storm Sewer System (Small MS4). Refers to a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):

1. Owned or operated by the United States, a state, City, town, borough, county, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an

authorized Indian tribal organization, or a designated and approved management agency under § 208 of the CWA;

2. Designed or used for collecting or conveying storm water;
3. Which is not a combined sewer;
4. Which is not part of a publicly owned treatment works (POTW) as defined in 40 C.F.R. § 122.2; and
5. Which was not previously authorized under an NPDES or a TPDES individual permit as a medium or large municipal separate storm sewer system, as defined at 40 C.F.R. § 122.26(b)(4) and (b)(7).

This term includes systems similar to separate storm sewer systems at military bases, large hospitals or prison complexes, and highways and other thoroughfares. This term does not include separate storm sewers in very discrete areas, such as individual buildings. A very discrete system also includes storm drains associated with certain municipal offices and education facilities serving a nonresidential population, where those storm drains do not function as a system, and where the buildings are not physically interconnected to an MS4 that is also operated by that public entity.

Solid Waste. Any garbage, rubbish, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including, solid, liquid, semi-solid, or containing gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations, and from community and institutional activities.

Storm Water and Storm Water Runoff. Rainfall runoff, snow melt runoff, and surface runoff and drainage.

Storm Water Pollution Prevention Plan (SWPPP). A plan required by either the Construction General Permit or the Multi-Sector General Permit which describes and ensures the implementation of practices that are to be used to reduce the pollutants in storm water discharges associated with construction or other industrial activity at the facility.

Surface Water in the State. Lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the State (from the mean high water mark (MHW) out 10.36 miles into the Gulf), and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or non-navigable, and including the beds and banks of all water-courses and bodies of surface water, that are wholly or partially inside or bordering the state or subject to the jurisdiction of the State; except that waters in treatment systems which are authorized by state or federal law, regulation, or permit, and which are created for the purpose of waste treatment are not considered to be water in the State.

Texas Pollutant Discharge Elimination System (TPDES). The state program for issuing, amending, terminating, monitoring, and enforcing permits, and imposing and enforcing pretreatment requirements, under Clean Water Act §§ 307, 318, 402, and 405, the Texas Water Code, and Texas Administrative Code regulation.

TPDES General Permit for Storm Water Discharges Associated with Construction Activity (Or the Construction General Permit) (CGP). The Construction General Permit issued by TCEQ on February 15, 2008, TPDES General Permit No. TXR150000, as it exists and as it may be renewed and/or amended.

TPDES General Permit for Storm Water Discharges Associated with Industrial Activity (Or the Multi-Sector General Permit) (MSGP). The Multi-Sector General Permit issued by TCEQ on August 14, 2006, TPDES General Permit No. TXR050000, as it exists and as it may be renewed and/or amended.

TPDES General Permit for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (Or the Small MS4 General Permit). The Small MS4 General Permit issued by TCEQ on December 13, 2013, TPDES General Permit No. TXR040000, as it exists and as it may be renewed and/or amended.

TPDES Permit. A permit issued by TCEQ that authorizes the discharge of pollutants to surface water in the State and/or waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Uncontaminated. Not containing a harmful quantity of any substance, as determined by, or pursuant to, federal or state law.

Used Oil (Or Used Motor Oil). Any oil that has been refined from crude oil or synthetic oil that, as a result of use, storage, or handling, has become unsuitable for its original purpose because of impurities or the loss of original properties but that may be suitable for further use and is recyclable in compliance with State and federal law.

Waters of the United States (Or Waters of the U.S.).

1. All waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide;
2. all interstate waters, including interstate wetlands;
3. all other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds that the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce including any such waters:

- (A) which are or could be used by interstate or foreign travelers for recreational or other purposes;
 - (B) from which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or
 - (C) which are used or could be used for industrial purposes by industries in interstate commerce;
4. all impoundments of waters otherwise defined as waters of the United States under this definition;
 5. tributaries of waters identified in paragraphs 1. through 4. of this definition;
 6. the territorial sea; and
 7. wetlands adjacent to waters (other than waters that are themselves wetlands) identified in paragraphs 1. through 6. of this definition.

Waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of the CWA (other than cooling ponds as defined in 40 C.F.R. § 423.11(m) which also meet the criteria of this definition) are not waters of the United States. This exclusion applies only to manmade bodies of water which neither were originally created in waters of the United States (such as disposal areas in wetlands) nor resulted from the impoundment of waters of the United States. Waters of the United States do not include prior converted cropland. Notwithstanding the determination of an area's status as prior converted cropland by any other federal agency, for the purposes of the CWA, the final authority regarding CWA jurisdiction remains with EPA.

Yard Waste. Leaves, grass clippings, yard and garden debris, and brush that results from landscape maintenance and land-clearing operations.

Sec. 19.10.002. Abbreviations.

The following abbreviations, when used in this Article, shall have the designated meanings:

C.F.R. – Code of Federal Regulation

CGP – Construction General Permit, TPDES General Permit TXR150000

CWA – Clean Water Act

EPA – U.S. Environmental Protection Agency

MS4 – Municipal Separate Storm Sewer System

MSGP – Multi-Sector General Permit, TPDES General Permit No. TXR050000

NEC – No Exposure Certification

NOC – Notice of Change

NOI – Notice of Intent

NOT – Notice of Termination

NPDES – National Pollutant Discharge Elimination System

POTW – Publicly Owned Treatment Works

SWMP – Storm Water Management Program

SWPPP – Storm Water Pollution Prevention Plan

TCEQ – Texas Commission on Environmental Quality

TPDES – Texas Pollutant Discharge Elimination System

Sec. 19.10.003. Applicability.

This Article, including any amendments or revisions thereto, shall apply to all water entering the MS4 generated on any developed and undeveloped lands lying within the City of Seagoville.

Sec. 19.10.004. Intent and Purpose

This Article establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) of the City of Seagoville in order to comply with requirements of the Texas Pollutant Discharge Elimination System (TPDES) permit process. The objectives of this Article are:

- (a) To regulate pollutants from stormwater discharges into and from the MS4;
- (b) To prohibit illicit connections and discharges to the MS4;
- (c) To control the discharge of spills and prohibit dumping or disposal of materials other than stormwater into the small MS4;
- (d) To enforce compliance with the permittee’s ordinances, permits, contracts, or orders;
- (e) To require installation, implementation, and maintenance of control measures;

- (f) To receive and collect information, such as stormwater plans, inspection reports, and other information deemed necessary to assess compliance with this permit, from operators of construction sites, new or redeveloped land, and industrial and commercial facilities;
- (g) To establish legal authority to implement inspection and enforcement procedures to ensure compliance with this Article;
- (h) To respond to non-compliance with Best Management Practices (BMPs) required by the small MS4 consistent with its ordinances or other regulatory mechanism(s);
- (i) To assess penalties, including monetary, civil, or criminal penalties; and
- (j) To enter into interagency or interlocal agreements or other maintenance agreements, as necessary.

Sec. 19.10.005. Administration.

- (a) The Code Enforcement Official shall administer, implement, and enforce the provisions of this Article. Any powers granted or duties imposed upon the Code Enforcement Official may be delegated by the Code Enforcement Official to persons or entities acting in the beneficial interest of or in the employ of the City.
- (b) The City Manager, or the City Manager's designee, is hereby granted and shall have the authority to enforce the provisions of this Article and conduct all proceedings in the manner provided herein.

Sec. 19.10.006. Regulatory Consistency.

This Article shall be construed to assure consistency with the Clean Water Act and the Texas Water Code, and amendments thereto, or any applicable implementing regulations.

Sec. 19.10.007. Ultimate Responsibility of Discharger.

The standards set forth herein and promulgated pursuant to this Article are minimum standards; therefore, this Article does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants into surface water in the state or waters of the United States caused by said person. This Article shall not create liability on the part of the City of Seagoville, or any agent or employee thereof, for any damages that result from the discharger's reliance on this Article or any administrative decision lawfully made there under.

Sec. 19.10.008. General Prohibition.

- (a) No person shall, and it shall be an offense to, introduce or caused to be introduced into the municipal separate storm sewer system (MS4) any discharge that is not composed entirely of storm water.
- (b) It is an affirmative defense to any enforcement action for violation of Subsection (a) of this section that the discharge was composed entirely of one or more of the following categories of discharges:
 - (1) A discharge authorized by, and in full compliance with, a TPDES permit or an NPDES permit (other than the TPDES permit authorizing discharges from the MS4);
 - (2) A discharge or flow from water line flushing, but not including a discharge from water line disinfection by super chlorination or other means unless it contains no harmful quantity of total residual chlorine ("TRC") or any other chemical used in line disinfection;
 - (3) A discharge or flow from runoff or return flow from landscape irrigation, lawn irrigation, and other irrigation utilizing potable water, groundwater, or surface water sources;
 - (4) A discharge or flow from a potable water source not containing any harmful substances or material from the cleaning or draining of a storage tank or other container;
 - (5) A discharge or flow from a diverted stream;
 - (6) A discharge or flow from rising ground waters and springs;
 - (7) Uncontaminated ground water infiltration (as defined by 40 C.F.R. § 35.2005(20)) to the MS4;
 - (8) A discharge or flow from uncontaminated pumped ground water;
 - (9) An uncontaminated discharge or flow from foundation and footing drains;
 - (10) An uncontaminated discharge or flow of water from crawl space pumps;
 - (11) A discharge or flow from individual residential vehicle washing;
 - (12) A discharge or flow from wetlands and riparian habitats;

- (13) A discharge or flow from fire fighting activities by the Fire Department (fire fighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, and similar activities);
 - (14) A discharge or flow of fire protection water that does not contain oil or hazardous substances or materials that the Fire Code requires to be contained and treated prior to discharge, in which case treatment adequate to remove harmful quantities of pollutants must have occurred prior to discharge;
 - (15) Agricultural storm water runoff; and
 - (16) A discharge or flow from other similar occasional incidental non-storm water discharges, as determined by the City Manager.
- (c) No affirmative defense shall be available under Subsection (b) of this Section if:
- (1) The discharge or flow in question has been determined by the Code Enforcement Official to be a source of a pollutant(s) or pollution to surface water in the State, waters of the United States, or the MS4;
 - (2) Written notice of such determination has been provided to the discharger; and
 - (3) The discharge has continued after the expiration of the time given in the notice to cease the discharge. The correctness of the Code Enforcement Official's determination that a discharge is a source of a pollutant or pollutants may be reviewed in any administrative or judicial enforcement proceeding in accordance with City ordinances and state law, as may be applicable.

Sec. 19.10.009. Specific Prohibitions and Requirements.

- (a) The specific prohibitions and requirements in this Section are not inclusive of all the discharges prohibited by the General Prohibition in Section 19.10.007.
- (b) A person commits an offense if the person introduces or causes to be introduced into the MS4 any harmful quantity of any substance.
- (c) A person commits an offense if the person introduces or causes to be introduced into the MS4 any discharge that causes or contributes to causing the City to violate a water quality standard or the City's authorization pursuant to the Small MS4 General Permit for discharges from its MS4.
- (d) A person commits an offense if the person dumps, spills, leaks, pumps, pours, emits, empties, discharges, leaches, disposes, or otherwise introduces or causes to be introduced, allows, or permits to be introduced any of the following substances into the MS4:
 - (1) Any used motor oil, antifreeze, or any other motor vehicle fluid;

- (2) Any industrial waste;
- (3) Any hazardous waste, including household hazardous waste;
- (4) Any domestic sewage or septic tank waste, grease trap waste, or grit trap waste;
- (5) Any garbage or rubbish;
- (6) Any wastewater from a commercial carwash facility; from any vehicle washing, cleaning, or maintenance at any new or used automobile or other vehicle dealership, rental agency, body shop, repair shop, or maintenance facility; or from any washing, cleaning, or maintenance of any business or commercial or public service vehicle, including a truck, bus, or heavy equipment, by a business or public entity that operates more than ten such vehicles;
- (7) Any direct discharge of a pesticide or fertilizer;
- (8) Any wastewater from the washing, cleaning, de-icing, or other maintenance of aircraft;
- (9) Any wastewater from a commercial mobile power washer or from the washing or other cleaning of a building exterior that contains any soap, detergent, degreaser, solvent, or any other harmful cleaning substance;
- (10) Any wastewater from commercial floor, rug, or carpet cleaning;
- (11) Any wastewater from the wash down or other cleaning of pavement that contains any harmful quantity of soap, detergent, solvent, degreaser, emulsifier, dispersant, or any other harmful cleaning substance; or any wastewater from the wash down or other cleaning of any pavement where any spill, leak, or other release of oil, motor fuel, or other petroleum or hazardous substance has occurred, unless all harmful quantities of such released materials has been previously removed;
- (12) Any effluent from a cooling tower, condenser, compressor, emissions scrubber, emissions filter, or the blow down from a boiler;
- (13) Any ready-mix concrete, mortar, ceramic, or asphalt base material or hydro mulch material, or material from the cleaning of commercial vehicles or equipment containing, or used in transporting or applying, such material;
- (14) Any runoff or wash down water from any animal pen, kennel, or fowl or livestock containment area containing more than five (5) animals;
- (15) Any filter backwash from a swimming pool, fountain, or spa;

- (16) Any swimming pool water containing any harmful quantity of chlorine, muriatic acid, or other chemical used in the treatment or disinfection of the swimming pool water or in pool cleaning;
 - (17) Any discharge from water line disinfection by super chlorination or other means if it contains any harmful quantity of chlorine or any other chemical used in water line disinfection;
 - (18) Any fire protection water containing oil or hazardous substances or materials that the Fire Code in this Code of Ordinances requires to be contained and treated prior to discharge, unless treatment is adequate to remove pollutants occurs prior to discharge. (This prohibition does not apply to discharges or flow from fire fighting activities by the Fire Department as further set forth herein.)
 - (19) Any water from a water curtain in a spray room used for painting vehicles or equipment;
 - (20) Any contaminated runoff from a vehicle salvage yard, junk yard, auto repair activities, or storage of vehicles on unimproved surfaces;
 - (21) Any substance or material that will damage, block, or clog the MS4;
 - (22) Any release from a petroleum storage tank (PST), or any leachate or runoff from soil contaminated by a leaking PST, or any discharge of pumped, confined, or treated wastewater from the remediation of any such PST release, unless the discharge satisfies all of the following criteria:
 - (a) Compliance with all state and federal standards and requirements;
 - (b) No discharge containing a harmful quantity of any pollutant; and
 - (c) No discharge containing more than 50 parts per billion of benzene; 500 parts per billion combined total quantities of benzene, toluene, ethylbenzene, and xylene (BTEX); or 15 milligrams per liter of total petroleum hydrocarbons (TPH).
- (e) Yard Waste Regulation. A person commits an offense if the person:
- (1) Discharges, deposits, discards, or dumps, or causes or allows to be discharged, deposited, discarded, or dumped any grass clippings, leaf litter, brush cuttings, and/or animal waste into the MS4.
 - (2) Places or causes to be placed or dropped, grass clippings, leaf litter, brush cuttings, and/or animal waste within any street in the corporate limits of the City in such a manner that the same may be washed by the flow of water into the MS4.

It shall be a defense to prosecution that these wastes occurred naturally or from normal landscape maintenance (*e.g.*, leaves falling from trees, grass clippings left on lawns). Intentionally sweeping or blowing grass clippings or leaves into the streets or gutters is prohibited.

- (f) A person commits an offense if the person introduces or causes to be introduced into the MS4 any harmful quantity of sediment, silt, earth, soil, or other material associated with clearing, grading, excavation, or other construction activities, or associated with filling or other placement or disposal of soil, rock, or other earthen materials, in excess of what could be retained on site or captured by employing sediment and erosion control measures to the maximum extent practicable.
- (g) Illicit Connection Regulation.
 - (1) The construction, use, maintenance, or continued existence of illicit connections to the MS4 is prohibited.
 - (2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- (h) A person commits an offense if the person causes or allows any pavement wash water from a service station to be discharged into the MS4 unless such wash water has passed through a properly functioning and maintained grease, oil, and sand interceptor before discharge into the MS4.
- (i) Used Oil Regulation. A person commits an offense if the person:
 - (1) discharges used oil into the MS4 or a sewer, drainage system, septic tank, surface water, ground water, or water course;
 - (2) knowingly mixes or commingles used oil with solid waste that is to be disposed of in a landfill or knowingly directly disposes of used oil on land or in a landfill; or
 - (3) applies used oil to a road or land for dust suppression, weed abatement, or other similar use that introduces used oil into the environment.

Sec. 19.10.010. Nuisance and General Violation.

- (a) An actual or threatened discharge to the MS4 that violates or would violate this Article is hereby declared to be a nuisance and shall constitute an offense as provided in Section 19.10.019 of this Article.
- (b) A line conveying sewage or designed to convey sewage that is connected to the MS4 is hereby declared to be a nuisance.

- (c) Notwithstanding any other provision herein to the contrary, the Code Enforcement Official shall not be required to provide written notice or a warning prior to taking criminal enforcement action and/or any other legally available enforcement action.
- (d) If the City mails notice in accordance with the provisions stated in this Article, and the notice is returned “refused” or “unclaimed,” said notice shall be deemed delivered for purposes of enforcement action as provided herein.

Sec. 19.10.011. Submission of NOI or Construction Site Notice to City.

- (a) The operator of a facility, including construction sites, required to have a TPDES permit to discharge storm water associated with industrial activity or regulated construction activity shall submit a copy of the NOI, Construction Site Notice, NOC, NOT, and/or NEC to the City of Seagoville’s Director of Public Works at the same time the operator submits the original NOI, NOC, NOT, and/or NEC to the TCEQ or is required to submit the Construction Site Notice to the operator of the MS4 (i.e., the City) by the Construction General Permit.
- (b) The copy of the NOI, Construction Site Notice, NOC, NOT, and/or NEC may be delivered to the Director of Public Works either in person or by mailing it to:

Notice of Intent to Discharge Storm Water
Director of Public Works
City of Seagoville
702 N. Highway 175
Seagoville, Texas 75159

- (c) A person commits an offense if the person operates a facility that is discharging storm water associated with an industrial activity or a regulated construction activity without having submitted a copy of any documentation required by this Section, including the NOI and the Construction Site Notice to the Director of Public Works.

Sec. 19.10.012. Modification of Storm Water Pollution Prevention Plans.

- (a) The City Manager may require any operator of a facility to modify the facility’s storm water pollution prevention plan (SWPPP) if in the best professional judgment of the City Manager, the SWPPP does not comply with this Article or with the requirements of the facility’s TPDES or NPDES permit to discharge storm water associated with an industrial activity or a regulated construction activity.
- (b) The deficiencies in a facility’s SWPPP will be identified in writing, and the City Manager will give the facility operator a reasonable amount of time, not to exceed thirty (30) days, to make the necessary changes in the SWPPP.

Sec. 19.10.013. Best Management Practices (BMPs) to Reduce Stormwater Pollutants

The City of Seagoville has the authority to respond to non-compliance with BMPs required by the small MS4 in accordance with TPDES Phase II MS4 Permit TXR040000 Part III Section A.3.(a)(2)g. The owner or operator of a commercial or industrial establishment shall implement, at their own expense, appropriate pollution control measures through the use of structural and non-structural BMPs to prevent and reduce discharge of pollutants into the municipal storm drain system or watercourses. The BMPs must be identified in the Stormwater Pollution Prevention Plan (SWP3) to satisfy requirements of the TPDES permit.

Sec. 19.10.014. Maintenance and Repair of Stormwater Facilities

- (a) The City of Seagoville has the authority to require installation, implementation, and maintenance of control measures in accordance with TPDES Phase II MS4 Permit TXR040000 Part III Section A.3.(a)(2)d.
- (b) **Maintenance Easement:** Prior to the issuance of any permit that has a stormwater management facility the applicant of the site must implement a maintenance easement agreement that binds all subsequent owners of land served by the stormwater management facility. The agreement allows the City of Seagoville or their contractor/agent access to the facility to periodically inspect if the facility is maintained in proper working condition and meets design standards and other provisions established by this Article. The easement agreement shall be recorded by the applicant in the land records.
- (c) **Maintenance Covenants:** The applicant of the site must develop a maintenance covenant articulating a schedule of maintenance activities and plans for periodic inspections to assess the proper functioning of the stormwater management facility. The maintenance covenant shall be approved by the City of Seagoville and recorded into the land record prior to final plan approval.
- (d) **Requirements for Annual Self-Inspections:** All stormwater management facilities must undergo, at minimum, an annual self-inspection to document maintenance and repair needs and to verify compliance with the requirements of this Article. The inspections shall be in writing and either submitted to the local jurisdiction or maintained in a manner that allows local inspectors the ability to review the results of inspections in conjunction with a site compliance review. Maintenance and repair may include: removal of silt, litter, and other debris from all catch basins, inlets and drainage pipes; cutting grass and vegetation removal; and replacement of landscape vegetation. Maintenance needs must be addressed in a timely manner as determined by the City of Seagoville. The City of Seagoville may implement more stringent inspection and maintenance requirements.
- (e) **Failure to Maintain Practices:** If the stormwater management facility becomes a danger to public safety or public health, the City of shall notify the party responsible for maintenance of the stormwater management facility in writing. Upon receipt of that notice, the responsible person shall have thirty (30) days to meet maintenance and repair requirements. If the owner of the facility fails to comply with the requirements of the

maintenance covenant, the City of Seagoville, after reasonable notice, may perform all necessary work to bring the facility into compliance.

Sec. 19.10.015. Right of Entry: Inspection and Sampling.

- (a) The Code Enforcement Official shall have the right to enter and inspect the premises of any person, including facilities, equipment, practices, or operations related to stormwater discharges to the small MS4 in accordance with TPDES Phase II MS4 Permit TXR040000 Part III Section A.3.(a)(2)f, to determine if the discharger is complying with all requirements of this Article. Dischargers shall allow the Code Enforcement Official ready access to all parts of the premises for purposes of inspection, sampling, records, examination, and copying, and for the performance of any additional duties. Dischargers shall make available to the Code Enforcement Official, upon request, any SWPPPs, modifications, thereto, self-inspection reports, monitoring records, compliance evaluations, NOIs, Construction Site Notices, NOCs, NOTs, NECs, and any other records, reports, and other documents related to compliance with this Article.
- (b) Where the discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Code Enforcement Official will be permitted to enter without delay for the purposes of performing his/her responsibilities.
- (c) The Code Enforcement Official shall have the right to set up on the discharger's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the discharger's operations, at the discharger's sole cost and expense.
- (d) The Code Enforcement Official may require any discharger to the MS4, surface water in the State, or waters of the United States to conduct specified sampling, testing, analysis, and other monitoring of its storm water dischargers, and may specify the frequency and parameters of any such required monitoring, at the discharger's sole cost and expense.
- (e) The Code Enforcement Official may require the discharger to install monitoring equipment as necessary at the discharger's sole cost and expense. The facility's sampling and monitoring equipment, as required by this Section, shall be maintained at all times in a safe and proper operating condition by the discharger at the discharger's sole cost and expense. All devices used to measure storm water flow and quality shall be calibrated to ensure their accuracy.
- (f) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the discharger at the written or verbal request of the Code Enforcement Official and shall not be replaced. The costs of clearing such access shall be borne by the discharger.

- (g) Any violation of this Section, including unreasonable delays in allowing the Code Enforcement Official access to the discharger's premises shall be a violation of this Article and shall constitute an offense under Section 19.10.024
- (h) If entry onto the property is refused, the Code Enforcement Official shall have every recourse provided by law, including but not limited to an administrative search warrant or an injunction to secure entry. If the owner, operator, discharger, or person in control of the property cannot be identified or located, the Code Enforcement Official shall be authorized to enter the property to the extent allowed by, and in accordance with, law.

Sec. 19.10.016. Enforcement

The City of Seagoville has the authority to assess penalties, including monetary, civil, or criminal penalties in accordance with TPDES Phase II MS4 Permit TXR040000 Part III Section A.3.(a)(2)h.

If the City of Seagoville finds a person in violation with this Article, the authorized enforcement agency may order compliance by written notice of violation to the responsible person. Such notice may require:

- Monitoring, analysis, and reporting
- Elimination of illicit connections or discharges
- Termination of existing discharges or practices and/or operations in violation of this Article
- Abatement and/or remediation of stormwater pollution or contamination hazards
- Payment of fines to cover administrative and remediation costs
- Implementation of pollution control measures or treatment BMPs

If the property must be remediated, the notice must establish a deadline to restore the site. The notice must further advise that, if the violator fails to remediate the site by the deadline, a designated governmental agency or contractor will restore the site at the expense of the violator.

Sec. 19.10.017. Administrative Enforcement Remedies

- (a) Warning Notice. When the Code Enforcement Official finds that any person has violated, or continues to violate, any provision of this Article, or any order issued hereunder, the Code Enforcement Official may serve upon that person a written Warning Notice, specifying the particular violation believed to have occurred and requesting the discharger to immediately investigate the matter and to seek a resolution whereby any offending discharge will cease. Investigation and/or resolution of the matter in response to the Warning Notice in no way relieves the alleged violator of liability for any violations occurring before or after receipt of the Warning Notice. Nothing in this subsection shall limit the authority of the Code Enforcement Official to take any action, including emergency action, criminal enforcement or any other enforcement action, without first issuing a Warning Notice.

- (b) Notification of Violation. When the Code Enforcement Official finds that any person has violated, or continues to violate, any provision of this Article, or any order issued hereunder, the Code Enforcement Official may serve upon that person a written Notice of Violation. Within ten (10) days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention of reoccurrence thereof, to include specific required actions, shall be submitted by the alleged violator to the Code Enforcement Official. If the alleged violator denies that any violation occurred and/or contends that no corrective action is necessary, an explanation of the basis of any such denial or contention shall be submitted to the Code Enforcement Official within ten (10) days of receipt of the notice. Submission of an explanation and/or plan in no way relieves the alleged violator of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this section shall limit the authority of the Code Enforcement Official to take any action, including emergency action, criminal enforcement or any other enforcement action, without first issuing a Notice of Violation.
- (c) Consent Orders. The City Manager may enter into Consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any person responsible for noncompliance with any provision in this Article or any order issued hereunder. Such documents may include specific action to be taken by the person to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Subsections (e), and (f), of this Section and shall be judicially enforceable. The civil penalties provided in Section 19.10.018 of this Article shall be applicable to a violation of this Section or any person's failure to comply with a Consent Order.
- (d) Show Cause Hearings. The City Manager may order any person who has violated, or continues to violate, any provision of this Article, or any order issued hereunder, to appear before the City Manager and show cause why a proposed enforcement action should not be taken. Notice shall be served on the alleged violator specifying the time and place for the hearing, the proposed enforcement action, the reasons for such action, and a request that the alleged violator show cause why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing. Such notice may be served on any authorized representative of the alleged violator. The hearing shall be conducted pursuant to the rights and procedures specified in Section 19.10.016 of this Article. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the alleged violator, including, but not limited to, criminal or injunctive relief.
- (e) Compliance Orders. When the City Manager finds that any person has violated, or continues to violate, any provision of this Article, or any order issued hereunder, the City Manager may issue an order to the violator directing that the violator come into compliance within a specified time period. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring, and management practices designed to minimize the amount of pollutants discharged to the MS4, surface water in the State, and waters of the United States. A compliance order

may not extend the deadline for compliance established by a state or federal standard or requirement, nor does a compliance order relieve the person of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the violator, including, but not limited to, criminal or injunctive relief. The civil penalties provided in Section 19.10.018 of this Article shall be applicable to a violation of this Section or any person's failure to comply with a Compliance Order.

- (f) Emergency Cease and Desist Orders. When the City Manager finds that any person has violated, or continues to violate, any provision of this Article, or any order issued hereunder, or that the person's past violations are likely to recur, and that the person's violation(s) have caused or contributed to an actual or threatened discharge to the MS4, surface water in the State, or waters of the United States which reasonably appears to present an imminent or substantial endangerment to the health or welfare of persons or to the environment, the City Manager may issue an order to the violator directing the violator to immediately cease and desist all such violations and directing the violator to:
- (1) Immediately comply with all requirements of this Article; and
 - (2) Take such appropriate preventive action as may be needed to properly address a continuing or threatened violation, including immediately halting operations and/or terminating the discharge.

Any person notified of an emergency order directed to it under this Subsection shall immediately comply and stop or eliminate its discharge. In the event of a discharger's failure to immediately comply voluntarily with the emergency order, the City Manager may take such steps as deemed necessary to prevent or minimize harm to the MS4, surface water in the State, or waters of the United States, and/or endangerment to persons or to the environment. The City Manager may allow the person to recommence its discharge when it has demonstrated to the satisfaction of the City Manager that the period of endangerment has passed, unless further termination proceedings are initiated against the discharger under this Article. A person that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement describing the causes of the harmful discharge and the measures taken to prevent any future occurrence, to the City Manager within five (5) days of the receipt of the emergency order. Issuance of an emergency cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the violator. The civil penalties provided in Section 19.10.023 of this Article shall be applicable to a violation of this Section or any person's failure to comply with an Emergency Cease and Desist Order.

Sec. 19.10.018. Response to Releases

The City of Seagoville has the authority to respond to and contain releases into the small MS4 in accordance with TPDES Phase II MS4 Permit TXR040000 Part III Section A.3.(a)(2)b. When the person responsible has knowledge of any known or suspected release of materials resulting in or potentially resulting in unauthorized discharges into a storm sewer system or surface water in the state, the person must contain and clean up the release. If hazardous materials are released, the person must immediately notify emergency response agencies. If non-hazardous materials are released, the person must notify the authorized enforcement agency no later than the next business day. Notifications in person or by telephone must be confirmed by written notice addressed and mailed to the City of Seagoville.

Sec. 19.10.019. Emergency Suspension of Utility Service and MS4 Access.

- (a) The City may, without prior notice, suspend water service, sanitary sewer service, and/or MS4 discharge access to a person discharging to the MS4, surface water of the state, waters of the United States, or the POTW when such suspension is necessary to stop an actual or threatened discharge which:
 - (1) Presents or may present imminent and substantial danger to the environment or to the health or welfare of persons; or
 - (2) Presents or may present imminent and substantial danger to the MS4, surface water in the State, or waters of the United States.
- (b) When the Code Enforcement Official determines that City-provided water and/or sanitary sewer service or MS4 access needs to be suspended pursuant to subsection (a), the Code Enforcement Official shall request the City Manager to do so.
- (c) As soon as is practicable after the suspension of service or MS4 access, the Code Enforcement Official shall notify the violator of the suspension in person or by registered mail or certified mail (return receipt requested) and shall order the violator to cease the discharge immediately. When time permits, the Code Enforcement Official should also attempt to notify the violator prior to suspending service or access.
- (d) If the violator fails to comply with an order issued under subsection (c), the City Manager may take such steps as the City Manager deems necessary to prevent or minimize damage to the MS4, surface water in the State, or waters of the United States, or to minimize danger to persons.
- (e) The City shall not reinstate suspended services or MS4 access to the violator until:
 - (1) The violator presents proof, satisfactory to the City Manager, that the non-complying discharge has been eliminated and its cause determined and corrected;

- (2) The violator pays the City for all costs the City incurred in responding to, abating, and remediating the discharge or threatened discharge; and
- (3) The violator pays the City for all costs the City will incur in reinstating service or access.
- (f) A violator whose service or access has been suspended or disconnected may appeal such enforcement action to the City Manager, in writing, within ten (10) days of notice of the suspension in accordance with Section 19.10.021 of this Article.
- (g) The City may obtain a lien against the property to recover its response costs pursuant to the procedure set out in Section 19.10.022 of this Article.
- (h) The remedies provided by this Section are in addition to any other remedies set out in this Article. Exercise of this remedy shall not be a bar against, nor a prerequisite for, taking other action against a violator.

Sec. 19.10.020. Non-Emergency Suspension of Utility Service and MS4 Access.

- (a) The City may terminate the City-provided water supply, sanitary sewer connection, and/or MS4 access of any person discharging to the MS4 in violation of this Article, if such termination would abate or reduce an illicit discharge.
- (b) The Code Enforcement Official will notify a violator of the proposed termination of its water supply, sanitary sewer connection, and/or MS4 access. The violator may petition the City Manager for a reconsideration and hearing pursuant to Section 19.10.021 of this Article.
- (c) The City shall not reinstate suspended services or MS4 access to the discharger until:
 - (1) The violator presents proof, satisfactory to the City Manager, that the non-complying discharge has been eliminated and its cause determined and corrected; and
 - (2) The violator pays the City for all costs the City will incur in reinstating service or MS4 access.
- (d) The remedies provided by this section are in addition to any other remedies set out in this Article. Exercise of this remedy shall not be a bar against, nor a prerequisite for, taking other action against a violator.
- (e) A person commits an offense if the person reinstates, causes to reinstate, permits or receives a benefit from the reconnection of the water service, sanitary sewer service, and/or MS4 access to premises terminated pursuant to this Section, without the prior approval of the City Manager.

Sec. 19.10.021. Right to Reconsideration and Hearing

- (a) Any person subject to a Compliance Order under Section 19.10.017(e), an Emergency Cease and Desist Order under Section 19.10.017(f), an Emergency Suspension of Utility Service or MS4 Access under Section 19.10.019, or a Non-Emergency Suspension of Utility Service or MS4 Access under Section 19.10.020 of this Article may petition the Board of Adjustment to reconsider the basis of the City Manger or Code Enforcement Official's order or suspension within ten (10) days of the issuance of such an order or suspension.
- (b) Failure to submit a timely written petition for reconsideration shall be deemed to be a waiver of any further right to administrative reconsideration or review of the order or suspension.
- (c) In its petition, the petitioning party must indicate the provisions of the order or suspension objected to, the reasons for the objection(s), any facts that are contested, the evidence that supports the petitioning party's view of the facts, any alternative terms of an order that the petitioning party would accept, and whether the petitioning party requests a hearing on its petition. Failure of the petitioning party to request a hearing in its petition shall constitute a waiver of the same.
- (d) The effect of any Compliance Order under Section 19.10.017(e) or Non-Emergency Suspension of Utility Service or MS4 Access under Section 19.10.020 shall be stayed pending the Board of Adjustment's reconsideration of the petition, and any hearing thereon, unless the Board of Adjustment expressly makes a written determination to the contrary. The effectiveness of any Emergency Cease and Desist Order under Section 19.10.017(f) or Emergency Suspension of Utility Service or MS4 Access under Section 19.10.019 shall not be stayed pending the Board of Adjustment's reconsideration, or any hearing thereon, unless the Board of Adjustment expressly and in writing stays its emergency order or emergency suspension of utility service or MS4 access.
- (e) Within fifteen (15) days of the submittal of a petition for reconsideration, the Board of Adjustment shall either:
 - (1) Grant the petition in whole or in part and withdraw or modify the order or suspension accordingly;
 - (2) Deny the petition, without hearing if a hearing was not timely requested or no issue of material fact was raised by the petition; or
 - (3) If a hearing has been timely requested and a material fact has been raised, set a hearing on the petition.
- (f) The Board of Adjustment may also set a hearing if the Board of Adjustment determines that a show cause hearing should be conducted, if grounds exist to revoke or suspend a

permit issued under this Article, or if grounds exist to terminate utilities on a non-emergency basis.

- (g) Written notice of any hearing set by the Board of Adjustment pursuant to Subsections (e) or (f), above, shall be served on the petitioning party personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing. Such notice may be served on any authorized representative of the petitioning party.
- (h) Notice shall specify the date, time, and place of the hearing. Notice that is mailed shall be deemed received three (3) days after it is placed in a mail receptacle of the United States Postal Service.
- (i) The Board of Adjustment may, prior to rendering a decision at a hearing where the petitioner has failed to appear, require proof of actual service upon the petitioner.
- (j) The Board of Adjustment shall have the power to:
 - (1) Issue in the name of the City notices of hearing requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in the hearing;
 - (2) Take evidence; and
 - (3) Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the City Manager for action thereon.

At any hearing held pursuant to this Section, testimony taken shall be under oath and recorded. For purposes of this Section, the Board of Adjustment shall be empowered to administer oaths and to promulgate procedural rules for the conduct of the hearing. Any party is entitled to present his/her case or defense by oral or documentary evidence and to conduct such cross-examination as may be required for a full and true disclosure of the facts. A transcript will be made available to any party to the hearing upon payment of the usual charges thereof.

- (k) Whenever any deadline specified in this Section falls upon a Saturday, Sunday, or a City-recognized holiday, the deadline shall be the next regular City business day.
- (l) Decisions of the Board of Adjustment shall be based on a preponderance of the evidence.
- (m) The date of an order or ruling by the Board of Adjustment under this Section shall be deemed to be the date it is signed by the Board of Adjustment's representative.
- (n) After the conclusion of any hearing provided in this Section, the Board of Adjustment shall make written findings of fact and conclusions of law and shall issue a written decision without undue delay. The Board of Adjustment may sustain the City's imposition of, or may impose upon its own motion, civil penalties for any violation of

this Article in accordance with Section 19.10.23. The Board of Adjustment may modify its order as is appropriate based upon the evidence and arguments presented at the hearing and its action on the petition. Further orders and directives as are necessary and appropriate may be issued by the Board of Adjustment.

- (o) A hearing on a petition submitted to the Board of Adjustment shall exhaust all administrative remedies of the petitioning party/alleged violator.

Sec. 19.10.022. Nuisance Abatement.

- (a) Unless specifically stated otherwise, any nuisance as defined within this Article is hereby declared a public nuisance if it exists within the corporate limits of the City or within five thousand (5,000) feet of such limits.

- (b) The Code Enforcement Official may give notice to cease, abate, remove or otherwise remedy a nuisance immediately to:

- (1) The owner of property upon which a nuisance is located or from which a nuisance originated or is emanating. If the person creating, allowing, or maintaining the nuisance is not the owner of the property, notice shall also be given to such person.

- (2) Any person creating, allowing, or maintaining a nuisance;

- (3) Any person with care, custody or control over the premises containing such nuisance.

- (c) The notice must be given:

- (1) Personally to the owner/person in writing; or

- (2) By letter addressed to the owner/person at the owner's/person's post office address and sent registered or certified mail (return receipt requested). However, if personal or registered or certified mail service cannot be obtained or the owner's/person's post office address is unknown, notice may be given:

- (A) By publication in the official newspaper of the City at least twice within ten (10) consecutive days;

- (B) By posting the notice on or near the front door of each building on the property to which the nuisance relates; or

- (C) By posting the notice on a placard attached to a stake driven into the ground on the property to which the nuisance relates, if the property contains no buildings.

- (d) The notice may order the owner/person to undertake and implement any appropriate action:
 - (1) To remediate and/or abate any adverse effects of the nuisance upon the MS4, the surface water in the State, the waters of the United States, or any other aspect of the environment; and/or
 - (2) To restore any part of the MS4, the surface water in the State, the waters of the United States, or any other aspect of the environment that has been harmed.
- (e) Such remedial, abatement, and restoration action may include, but not be limited to:
 - (1) Monitoring, assessment, and evaluation of the adverse effects and determination of the appropriate remedial, abatement, and/or restoration action;
 - (2) Confinement, removal, cleanup, treatment, and disposal of any discharged or released pollution or contamination;
 - (3) Prevention, minimization, and/or mitigation of any damage to the public health, welfare, or the environment that may result from the nuisance; and
 - (4) Restoration or replacement of City property or natural resources damaged by the nuisance.
- (f) The notice may direct that the remediation, abatement, and/or restoration be accomplished on a specified compliance schedule and/or be completed within a specified period of time. An order issued under this Section does not relieve the violator of liability for any violation, including any continuing violation.
- (g) If the owner/person does not comply with the notice within ten (10) days of service, the Code Enforcement Official may enter any public or private property containing the nuisance and do any work necessary to abate the nuisance, except the demolition of buildings, unless otherwise permitted in accordance with other state law or ordinances.
- (h) If the immediate abatement of the nuisance is deemed necessary by the Code Enforcement Official to protect the environment or the public health, safety, or welfare from an imminent and substantial endangerment, the Code Enforcement Official may, without complying with the notice provisions of this Section or without waiting the ten-day period, enter the subject property and do or cause to be done any work necessary to abate the nuisance and remediate and restore the environment.
- (i) The City Manager shall conduct an abatement hearing, if a person required to receive notice, requests, not later than the thirtieth (30th) day after the date of the abatement, the person files a written request to the City for the abatement hearing. An abatement hearing must be held not later than the twentieth (20th) day after the date of the request

for a hearing is filed. The person may testify, present evidence through witnesses or tangible documents relating to the City's abatement.

- (j) After abating the nuisance, the Code Enforcement Official may inform the owner/person in a notice sent registered or certified mail (return receipt requested) that if the owner/person commits another violation of the same kind or nature that poses a danger to the environment or to the public health and safety on or before the first anniversary date of the original notice, the City may without further notice correct the violation at the owner's expense and assess the expense against the owner's property.
- (k) All costs incurred by the City to abate a nuisance and remediate and restore the environment, including the cost of giving notice as required, shall be initially paid by the City and charged to the owner of the property.
- (l) To obtain a lien against the property, the Code Enforcement Official shall file a statement of expenses with the county clerk for the county in which the property is located. The lien statement shall state the name of the owner, if known, and the legal description of the property. The lien shall be security for the costs incurred and interest accruing at the rate of ten (10) percent on the amount due from the date of payment by the City.
- (m) The lien is inferior only to:
 - (1) Tax liens; and
 - (2) Liens for street improvements.
- (n) A lien may not be filed against real estate protected by the homestead provisions of the Texas Constitution, except as otherwise may be permitted by applicable law.

Sec. 19.10.023. Civil Penalties.

- (a) The City may enforce the provisions of this Article pursuant to the applicable provisions of Chapter 54 of the Texas Local Government Code, which provides for the enforcement of municipal ordinances.
- (b) A civil penalty in an amount not to exceed Five Thousand Dollars (\$5,000.00) per violation of this Article may be imposed. Each violation of a particular section of this Article shall constitute a separate offense, and each day an offense continues shall be considered a new violation for purposes of enforcing this Article.

Sec. 19.10.024. Criminal Penalties.

- (a) It shall be an offense and a violation of this Article for any person to intentionally or knowingly violate the provisions of this Article, or fail to comply with any requirement set forth herein, including but not limited to:

- (1) installing or maintaining sampling or monitoring equipment;
 - (2) causing or attempting to cause or create a nuisance as defined herein.
- (b) A conviction for a violation of this Article shall be deemed a misdemeanor. A person convicted of a violation of this Article, shall be fined in an amount not to exceed Two Thousand Dollars (\$2,000.00) per violation, such offense being a violation of the health and safety ordinances of the City. Each violation of a particular section of this Article shall constitute a separate offense, and each day an offense continues shall be considered a new violation for purposes of enforcing this Article. No notice shall be required to any person prior to issuance of a criminal citation under this Section.

Sec. 19.10.025. Injunction

Any violation of any provision of this Article that constitutes an immediate danger or threat to the health, safety, and welfare of the public may be enjoined in a suit brought by the City for such purposes.

Sec. 19.10.026. Remedies Nonexclusive

The remedies provided for in this Article are not exclusive of any other remedies that the City may have under state or federal law or other City ordinances. The City may take any, all, or any combination of these actions against a violator. The City is empowered to take more than one enforcement action against any violator. These actions may be taken concurrently.”

Sec. 19.10.027. Maintenance Agreements

The City of Seagoville has the authority to enter into interagency or interlocal agreements or other maintenance agreements, as necessary in accordance with TPDES Phase II MS4 Permit TXR040000 Part III Section A.3.(a)(2)i. This agreement will include maintenance easements to access and inspect stormwater control practices, and perform routine maintenance to ensure proper stormwater control. A legally binding covenant will identify the responsible parties to maintain stormwater control practices.”

SECTION 2. The City Council hereby repeals Chapter 23A, Article 23A.02, Municipal Storm Water Utility System, Sections 23A.02.001 through 23A.02.08, in its entirety; and replaces the same with the new Chapter 19, Article 19.09, Municipal Stormwater Utility System, Sections 19.09.001 through 19.09.008, to read as follows:

“CHAPTER 19. UTILITIES.

....

ARTICLE 19.09. MUNICIPAL STORMWATER UTILITY SYSTEM

Sec. 19.09.001 Adoption of Act.

The Municipal Drainage Utility Systems Act, Chapter 552, Subchapter C, Texas Local Government Code, as amended, ("act") is hereby adopted and shall be fully implemented as provided by the act and by the City Council; and the drainage of the City is hereby found to be a public utility within the meaning of the act.

Sec. 19.09.002 Drainage Service Provided.

The City will provide stormwater drainage for all real property within its boundaries upon payment of the determined drainage charges, as defined in the act, and excluding certain exempted real property, and that the fees, assessments, and charges will be based on nondiscriminatory, reasonable and equitable terms.

Sec. 19.09.003 Billing for Service.

The City is hereby authorized to bill the drainage charges incurred as a result of the adoption of the act and through the establishment of the municipal stormwater utility system. The stormwater utility fee shall be separately identified from other public utility billings.

Sec. 19.09.004 Authority to Levy Charges.

The City may levy a schedule of drainage charges upon satisfaction of the procedural requirements provided in the act and this article.

Sec. 19.09.005 Exemption Authorized.

The City is authorized to exempt certain entities or persons from all ordinances, resolutions, and rules which the City may adopt from time to time in connection with the adoption of the act and the establishment of its municipal stormwater utility system.

Sec. 19.09.006 Fees.

- (a) The City will establish a drainage utility fee to be set by resolution of the City Council which will be collected through the City's bill for public utilities pursuant to the act other applicable law.
- (b) The fees which will be established will apply to the accounts maintained by the City for utility services.
- (c) All billings, credits, exemptions and other procedures relating to these fees shall be subject to the provisions of the act and other applicable law.

Sec. 19.09.007 Appeals

- (a) Billing and payment disputes for administrative issues shall be subject to appeals procedures used by the City for other utility billing disputes.

- (b) Appeals for the following reasons shall be directed to the public works director or his designee for evaluation and determination:
 - (1) Exempt property has been assessed a stormwater utility fee;
 - (2) Stormwater utility fee for an individual property is based on an incorrect determination of the property's contribution to the stormwater system, as established in the municipal stormwater utility fee schedule;
 - (3) Stormwater utility fee for an individual property is assessed on more than one utility account; or
 - (4) Stormwater utility fee is assessed to individual property outside the City's jurisdictional area.
- (c) The public works director or his designee shall render a written decision on such appeals within thirty (30) days after receiving a written notice of appeal from the landowner.
- (d) Any landowner who disagrees with the decision of the public works director or his designee may appeal such decision to the City Council. The decision of the City Council shall be final.

Sec. 19.09.008. Penalties.

- (a) Failure to pay the stormwater utility fee promptly when due shall subject such user to discontinuance of any utility services provided by the City, in accordance with all applicable laws.
- (b) The City shall not require a deposit for drainage charges as a precondition to accepting surface flow from benefited property into the City's drainage utility system. All real property of the City will be provided with drainage service on payment of drainage charges."

SECTION 3. The City Council hereby adopts Article 19.08, "Reserved", to read, in its entirety, as follows:

"ARTICLE 19.08. RESERVED."

SECTION 4. SEVERABILITY CLAUSE. If any section, subsection, article, paragraph, sentence, clause, phrase or word in this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. SAVINGS. Any and all pending enforcement actions pending for stormwater drainage under the repealed Chapter 23A, Article 23A.01, and Article 23A.02, shall be continued and the above-referenced Articles shall remain in full force and effect for such pending enforcement; thereafter such Article shall have not further effect and are hereby repealed.

SECTION 6. REPEAL OF CONFLICTING ORDINANCES. All ordinances, orders and resolutions heretofore passed and adopted by the City Council of the City of Seagoville, Texas are hereby repealed to the extent said ordinances, orders or resolutions or parts thereof are in conflict herewith.

SECTION 7. EFFECTIVE DATE. The fact that the present ordinances and regulations of the City of Seagoville, Texas, are inadequate to properly safeguard the health, safety, morals, peace and general welfare of the inhabitants of the City of Seagoville, Texas, creates an emergency for the immediate preservation of public business, property, health, safety and general welfare of the public that requires that this Ordinance shall become effective from and after the date of its passage and it is accordingly so ordained.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, THIS THE 7th DAY OF MARCH, 2016.

CITY OF SEAGOVILLE, TEXAS

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

Agenda Item 5C

Approval of a Resolution authorizing the City Manager to execute the Project Specific Agreement regarding reconstruction and overlay of Dennis Circle, Fisk Drive, Robinwood Drive, Lynell Drive and Wanda Way, Type "E" streets, made pursuant to Master Road and Bridge Interlocal Maintenance Agreement between Dallas County, Texas and City of Seagoville, Texas in an amount of Two Hundred Eighty-Two Thousand Five Hundred Eighty Dollars (\$282,580.00); and providing an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville entered into an Interlocal Agreement with Dallas County on or about May 28, 2013 that allows the City to partner with the County's Road and Bridge Division to perform maintenance functions on City streets. Each project needs a formal Project Specific Agreement that requires City Council and Commissioner's Court approval.

Dallas County has prepared a Project Specific Agreement that would provide for the reconstruction and overlay on the following "Type E" city streets including:

Lynell Drive	beginning at Stark Road and ending at Lynell Drive
Dennis Circle	beginning at Robinwood Drive and ending at Lynell Drive
Robinwood Drive	beginning at Stark Road and ending at Lynell Drive
Wanda Way	beginning at Lynell Drive and ending Robinwood Drive
Fisk Road	beginning at Stark Road and ending at Highway 175

The project scope includes: mill in place, adding stabilizer, prime coat, one course chip seal with two (2) inch HMAC, Type D overlay including driveways, clean ditches as needed, replace four (4) sets of driveway pipe, and replace three (3) rows of pipe crossing Dennis Circle.

Per the agreement, the City's share of the project is 100% of the cost being \$282,580.00. Funds are due prior to the County commencing their work.

City Council approval of this request is recommended.

FINANCIAL IMPACT:

Funding is available for this project from the CO Bond Sale.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 12-R-16

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROJECT SPECIFIC AGREEMENT REGARDING RECONSTRUCTION AND OVERLAY OF DENNIS CIRCLE, FISK DRIVE, ROBINWOOD DRIVE, LYNELL DRIVE AND WANDA WAY, TYPE "E" STREETS, MADE PURSUANT TO MASTER ROAD AND BRIDGE INTERLOCAL MAINTENANCE AGREEMENT BETWEEN DALLAS COUNTY, TEXAS AND CITY OF SEAGOVILLE, TEXAS IN AN AMOUNT OF TWO HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED EIGHTY DOLLARS (\$282,580.00); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about May 28, 2013, the City Council for the City of Seagoville, Texas entered into an Interlocal Agreement where Dallas County agreed for qualified road and bridge maintenance projects; and

WHEREAS, the Project Specific Agreement, is supplemental to the Master Interlocal Agreement for the purpose of reconstruction and overlay of Dennis Circle, Fisk Drive, Robinwood Drive, Lynell Drive and Wanda Way; and

WHEREAS, the City Council has reviewed the Agreement and finds it to be in the best interest of the citizens of Seagoville;

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

SECTION 1. The City Manager is hereby authorized, on behalf of the City of Seagoville, Texas to sign a Project Specific Agreement for the purpose of reconstruction and overlay of Dennis Circle, Fisk Drive, Robinwood Drive, Lynell Drive and Wanda Way, Type "E" streets, in an amount of Two Hundred Eighty-Two Thousand Five Hundred Eighty Dollars (\$282,580.00), a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 7th day of March, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**PROJECT SPECIFIC AGREEMENT RE: RECONSTRUCTION AND
OVERLAY OF STREET LISTED IN ATTACHMENT A, "TYPE E" PUBLIC
ROADWAYS -- MADE PURSUANT TO DALLAS COUNTY'S MASTER
ROAD & BRIDGE INTERLOCAL MAINTENANCE AGREEMENT WITH
CITY OF SEAGOVILLE, TEXAS**

This Project Specific Agreement, (hereinafter "PSA"), supplemental to the Master Interlocal Agreement, is made by and between Dallas County, Texas (hereinafter "County") and the City of Seagoville, Texas (hereinafter "City"), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken on the Streets listed on Attachment A, City of Seagoville, Texas ("Project").

WHEREAS, Chapter 791 of the Texas Government Code and Chapter 261 of the Texas Transportation Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

WHEREAS, on or about March 27, 2016, County and City entered into a Master Interlocal Agreement ("Agreement"), whereby County agreed to provide road and bridge maintenance and repair on "Type E" roadways, situated within the territorial limits and jurisdiction of City, such maintenance to be fully funded and paid for at City's costs and expense; and

WHEREAS, City now desires County to perform such maintenance and repairs, consisting of reconstruction and overlay of streets listed on attachment A, public roadway situated in the City of Seagoville, Texas, as more fully described on Attachment "A";

NOW THEREFORE THIS PSA is made by and entered into by County and City, for the mutual consideration stated herein.

Witnesseth

Article I

Project Specific Agreement

This PSA is specifically intended to identify a Project authorized under the Master Agreement, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporates each term and condition thereof as if fully set forth herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II

Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2013-0947,

- dated March 27, 2016, and additions thereto as incorporated herein,
2. The Construction Estimate (Attachment “A”), and
 3. Map/Diagram of the Proposed Work Site (Attachment “B”).

Article III

Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

Article IV

Project Description

This PSA is entered into by the parties for repair, maintenance and improvements conducted on “Type E” public roadway within the City of Seagoville, Texas. The Project shall consist of reconstruction and overlay of Streets listed on attachment A, in the City of Seagoville, Texas, (hereinafter “Project”), and as more fully described in Attachments “A” and “B”. The Project is authorized by the aforementioned Master Agreement, with the parties’ obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of street located within the City.

Article V

Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of the project in the event that the City is unable to fulfill its obligation under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from separate source or terminate from this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

II. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.

III. Applicable Law. This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.

IV. Notice. All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:

Director of Public Works
Dallas County
411 Elm Street, Suite 400
Dallas, Texas 75202

and

Commissioner John Wiley Price
Road & Bridge District #3
411 Elm Street, Second Floor
Dallas, Texas 75202

CITY:

Director of Public Works
City of Seagoville
702 N. Hwy 175
Seagoville, Texas 75159

V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.

VI. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.

VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.

VIII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.

X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.

XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council of the City of Seagoville

The City of Seagoville, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____, dated the ___ day of _____, 2016.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the ___ day of _____, 2016.

Executed this the _____ day of _____, 2016.

Executed this the _____ day of _____, 2016.

CITY OF SEAGOVILLE:

COUNTY OF DALLAS:

PAT STALLINGS
CITY MANAGER

CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:

DARA CRABTREE
CITY SECRET

DALLAS COUNTY
SUSAN HAWK
DISTRICT ATTORNEY



Sherri Turner
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).



DALLAS COUNTY COMMISSIONER
John Wiley Price
District 3

Attachment (A)

RECONSTRUCTION ESTIMATE FOR DENNIS, FISK, ROBINWOOD, LYNELL AND WANDA. TYPE (E) STREET.

SCOPE OF WORK: MILL INPLACE, ADDING STABILIZER, PRIME COAT, ONE COURSE CHIP SEAL WITH TWO INCH HMAC. TYPE D OVERLAY INCLUDING DRIVEWAYS. CLEAN DITCHES AS NEEDED. REPLACE FOUR SETS OF DRIVEWAY PIPE. REPLACE THREE ROWS OF PIPE CROSSING DENNIS,

STREET	TY	BEGIN	END	LENGH T	WIDTH	SY	BLOCK		CITY COST	PROJECT COST
Lynell Dr.	E	Stark	End	1.900	22	4.644	2.700-3.000		92,880.00	92,880.00
Dennis Cir	E	Robinwood	Lynell	1.075	22	2.628	2800-2900		52,560.00	52,560.00
Robinwood Dr	E	Stark	Lynell	800	22	1.956	200-400		39,120.00	39,120.00
Wanda Way	E	Lynell	Robinwood	1.145	22	2.799	2.900-3.000		55,980.00	55,980.00
Fisk Rd.	E	Stark	Hwy. 175	860	22	2.102	100-200		42,040.00	42,040.00
							TOTAL		\$282,580.00	\$282,580.00

CITY TO FURNISH WATER AND ALL UTILITY LOCATES.

LOCATES MUST BE RENEWED AS NEEDED.

Attachment "B"

DALLAS

SEAGOVILLE



City Limits

Road Selection

Dennis Cir

Fisk Dr

Lynell Dr

Robinwood Dr

Wanda Way

Source: Esri, DigitalGlobe, GeoEye, Earthstar, USDA, USGS, AeroGRID, IGN, and the GIS User Community

DISCLAIMER: This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The Dallas County Transportation/GIS Division disclaims all responsibility for the accuracy or completeness of the data shown.

February 10, 2016



Agenda Item 6C

Approval of a Resolution authorizing the City Manager to execute the Project Specific Agreement regarding reconstruction of Stark Road, Type "B" street, made pursuant to Master Road and Bridge Interlocal Maintenance Agreement between Dallas County, Texas and City of Seagoville, Texas in an amount of One Hundred One Thousand Five Hundred Thirty Dollars (\$101,530.00.00); and providing an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville entered into an Interlocal Agreement with Dallas County on or about May 28, 2013 that allows the City to partner with the County's Road and Bridge Division to perform maintenance functions on City streets. Each project needs a formal Project Specific Agreement that requires City Council and Commissioner's Court approval.

Dallas County has prepared a Project Specific Agreement that would provide for the street reconstruction of Stark Road beginning at Highway 175 and ending at Dallas city limits.

The County contribution is in-kind in the form of manual labor and equipment with the City paying for material.

Per the agreement, the City's share of the project cost is \$101,530.00 with the County's share of the project being \$20,000.00. The total cost of the project is \$121,530.00.

City Council approval of this request is recommended.

FINANCIAL IMPACT:

Funding is available for this project from the CO Bond Sale.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 13-R-16

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROJECT SPECIFIC AGREEMENT REGARDING RECONSTRUCTION OF STARK ROAD, TYPE "B" STREET, MADE PURSUANT TO MASTER ROAD AND BRIDGE INTERLOCAL MAINTENANCE AGREEMENT BETWEEN DALLAS COUNTY, TEXAS AND CITY OF SEAGOVILLE, TEXAS IN AN AMOUNT OF ONE HUNDRED ONE THOUSAND FIVE HUNDRED THIRTY DOLLARS (\$101,530.00.00); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about May 28, 2013, the City Council for the City of Seagoville, Texas entered into an Interlocal Agreement where Dallas County agreed for qualified road and bridge maintenance projects; and

WHEREAS, the Project Specific Agreement, is supplemental to the Master Interlocal Agreement for reconstruction of Stark Road; and

WHEREAS, the City Council has reviewed the Agreement and finds it to be in the best interest of the citizens of Seagoville;

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

SECTION 1. The City Manager is hereby authorized, on behalf of the City of Seagoville, Texas to sign a Project Specific Agreement for the purpose of reconstruction of Stark Road, Type "B" streets, in an amount of One Hundred One Thousand Five Hundred Thirty Dollars (\$101,530.00.00), a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 7th day of March, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**PROJECT SPECIFIC AGREEMENT
RE: STARK ROAD, "TYPE B" PUBLIC ROADWAY -- MADE PURSUANT
TO MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE
AGREEMENT BETWEEN DALLAS COUNTY, TEXAS AND CITY OF
SEAGOVILLE, TEXAS**

This Project Specific Agreement, (hereinafter "PSA"), supplemental to the Master Interlocal Agreement, is made by and between Dallas County, Texas (hereinafter "County") and the City of Seagoville, Texas (hereinafter "City"), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken in certain designated blocks of enumerated public roadway as more fully set forth and described in Attachments "A" and "B", incorporated herein by reference ("Project").

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services; and

WHEREAS, on or about March 27, 2013, County and City entered into a Master Interlocal Agreement ("Agreement"), whereby County agreed to provide partial funding for such duly qualified "Type B: road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of City, and

WHEREAS, City now desires County to provide partial funding for such a duly qualified project consisting of overlay of designated blocks of enumerated public roadway situated in the City of Seagoville, Texas, as more fully described on Attachment "A".

NOW THEREFORE THIS PSA is made by and entered into by County and City, for the mutual consideration stated herein.

Witnesseth

**Article I
Project Specific Agreement**

This PSA is specifically intended to identify a Project authorized under the Master Agreement. This document sets forth the rights and responsibilities pertaining to each party hereto, and is additional and supplemental to the Master Agreement, and all amendments and supplements thereto, which are incorporated herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II
Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Interlocal Agreement authorized by County Commissioners Court Order. 2013-0947 dated March 27, 2013, and additions thereto as incorporated herein,
2. The Construction Estimate (Attachment "A"), and
3. Map/Diagram of the Proposed Work Site (Attachment "B").

Article III
Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

Article IV
Project Description

This PSA is entered into by the parties for purpose of jointly identifying and funding repair, maintenance and improvements on duly qualified "Type B" public roadway within the City of Seagoville, Texas. The Project shall consist of overlay of Stark road in the City of Seagoville, Texas, (hereinafter "Project"), and as more fully described in Attachments "A" and "B". The Project is authorized by the aforementioned Master Interlocal Agreement, with the parties' obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

Article V
Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the

lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI **Agreements**

I. City's Responsibilities:

1. Where necessary, City, at its own expense, shall be responsible for the following: (a) informing the public of the proposed reconstruction of the Project; (b) locating all manholes, water valves, and other utilities within the Project, (c) making or causing to be made all utility relocations or adjustments necessary for execution and completion of the Project; (d) acquiring any right-of-way necessary to complete the Project; (e) remediating any hazardous or regulated material, or other environmental hazard in the Project location, (f) funding the purchase of all materials necessary to perform the Project construction.
2. City shall further be responsible for all maintenance when the Project is completed.

III. County Responsibilities:

1. County shall provide labor, manpower and equipment necessary to complete the Project.
2. County shall complete all contemplated services in a good and workmanlike manner.

IV. Funding:

County and City mutually agree that the initial and anticipated Project cost is approximately \$121,530.00 as set forth in Attachment "A". The parties hereto further agree that City shall be responsible to pay \$101,530.00. County shall contribute the remaining amount, in-kind, in the form of labor and equipment. In no event shall County's in-kind contribution exceed Fifty Percent (50%) of the initial and anticipated total Project cost.

City and County further agree as follows:

1. Should the final cost of the Project exceed the initial and anticipated Project costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein.
2. Immediately upon the commencement of the Project by County, City shall deposit with the Dallas County Treasurer \$101,530.00, representing the full amount of material cost.

Article VII
Miscellaneous:

- I. **Indemnification.** County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
- II. **No Third Party Beneficiaries.** The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- III. **Applicable Law.** This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State laws. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.
- IV. **Notice.** All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:

Director of Public Works
Dallas County
411 Elm Street, Suite 400
Dallas, Texas 75202

and

Commissioner John Wiley Price
Road & Bridge District #3
411 Elm Street, Second Floor
Dallas, Texas 75202

TOWN:

Director of Public Works
City of Seagoville
702 N. Hwy 175
Seagoville, Texas 75159

- V. **Assignment.** This PSA may not be assigned or transferred by either party without the prior written consent of the other party.

- VI. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.
- XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council of the City of Seagoville.

The City of Seagoville, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____, dated the ___ day of _____, 2016.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2016.

Executed this the _____ day of _____, 2016.

Executed this the _____ day of _____, 2016.

CITY OF SEAGOVILLE:

COUNTY OF DALLAS:

 PAT STALLINGS
 CITY MANAGER

 CLAY LEWIS JENKINS
 COUNTY JUDGE

ATTEST:

DARA CRABTREE
CITY SECRETARY

APPROVED AS TO FORM:*
SUSAN HAWK
DISTRICT ATTORNEY



Sherri Turner
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).



DALLAS COUNTY COMMISSIONER
John Wiley Price
District 3

Attachment (A)

RECONSTRUCTION ESTIMATE FOR STARK ROAD. TYPE (B) STREET.

SCOPE OF WORK: MILL AND REPAIR BASE FAILURE AS NEEDED. LEVEL UP AND OVERLAY WITH TWO INCHES HMAC. TYPE D. CLEAN DITCHES AS NEEDED.

STREET	TY	BEGIN	END	LENGHT	WIDTH	SY	BLOCK	COUNTY COST	CITY COST	PROJECT COST
Stark Rd	B	Hwy. 175	Dallas City limit	3,500	22	8,556	100-1,700	\$20,000.00	\$101,530.00	\$121,530.00

CITY TO FURNISH WATER AND ALL UTILITY LOCATES.

LOCATES MUST BE RENEWED AS NEEDED.

Attachment "B"

DALLAS

SEAGOVILLE

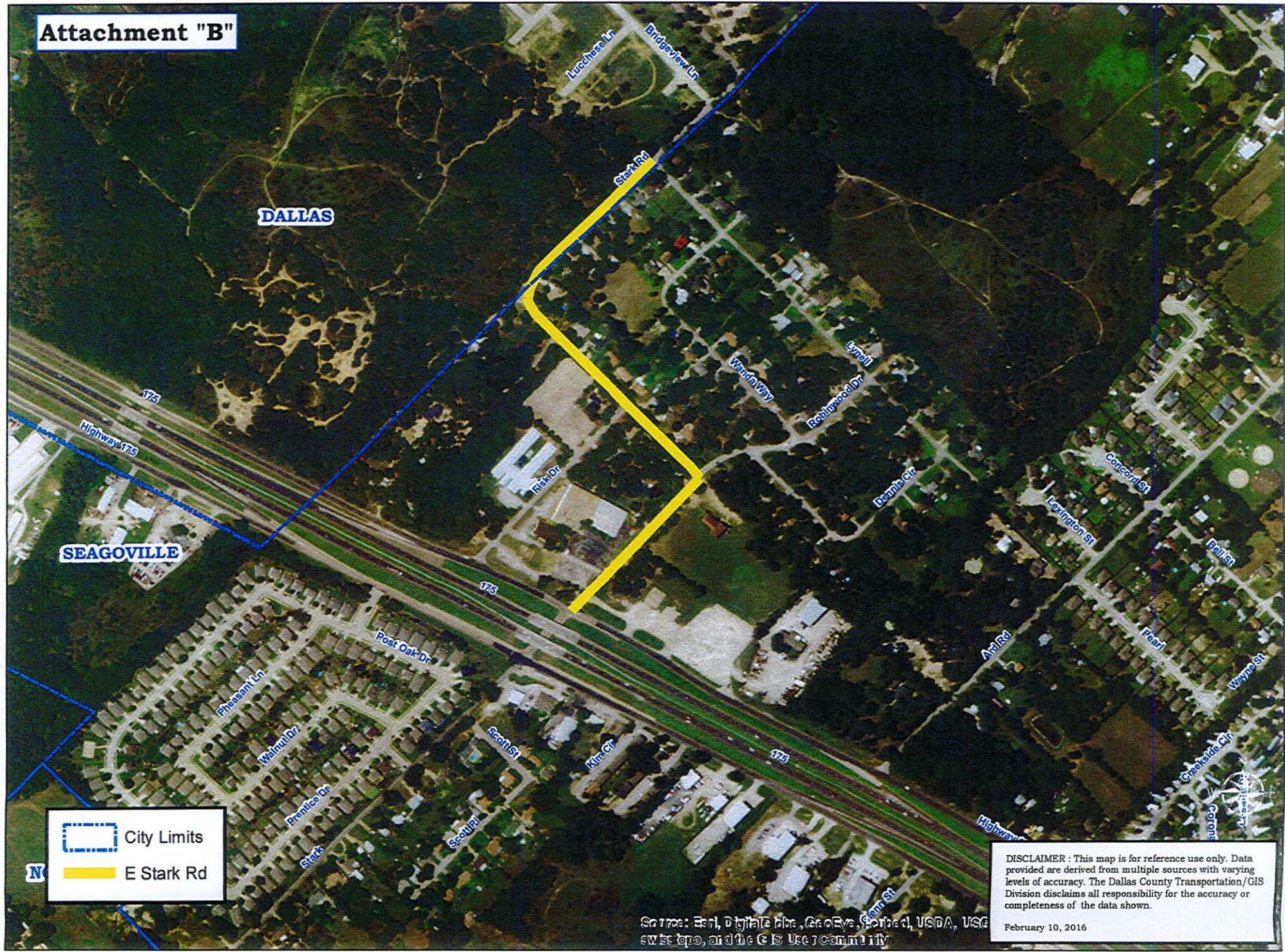
 City Limits

 E Stark Rd

Source: Esri, DigitalGlobe, GeoEye, Earthstar, USDA, USGS, AeroGRID, IGN, and the GIS User Community

DISCLAIMER: This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The Dallas County Transportation/GIS Division disclaims all responsibility for the accuracy or completeness of the data shown.

February 10, 2016



Agenda Item 7

Discuss and consider a Resolution approving a Seagoville Economic Development Corporation expenditure in an amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00) to enter into a Professional Services Contract with Mike Barnes Group, Inc. for the purpose of conducting an executive search for the Executive Director.

BACKGROUND OF ISSUE:

At a special meeting held on February 22, 2016, the SEDC took action to enter into a Professional Services Contract for the purpose of conducting an executive search for the Executive Director.

Mr. Barnes' services will be provided at a fee of \$15,000.00 for the search along with expenses, capped at \$2,500.00, including meals, lodging and transportation with a maximum of four trips to/from Seagoville.

The scope of services will include the development of a Candidate Profile, development of consensus among the board members of the SEDC as to the Candidate's needed qualifications, experience, identification of and placement of recruitment advertisements for the position (at SEDC expense), development of prospective questions for the interviews, participation in the interviews if desire and reference checks of finalist.

FINANCIAL IMPACT:

A budget amendment will be brought for consideration at a future meeting, if approved by Council.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 14-R-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING A SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION EXPENDITURE IN AN AMOUNT OF SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500.00) TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH MIKE BARNES GROUP, INC. FOR THE PURPOSE OF CONDUCTING AN EXECUTIVE SEARCH FOR THE EXECUTIVE DIRECTOR.

WHEREAS, the Seagoville Economic Development Corporation (SEDC) approved the entering into a Professional Services Contract with Mike Barnes Group, Inc., at a special called meeting on February 22, 2016; and

WHEREAS, the SEDC has appropriated an amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00) for the search plus expenses; and

WHEREAS, the City Council finds the use of an executive search firm reasonable and necessary, as well as being the best interest of the citizens;

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

SECTION 1. That the SEDC is hereby authorized to enter into a Professional Services Contract with Mike Barnes Group, LLC with an expenditure in an amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00) for the purposes of conducting an executive search for the Executive Director.

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

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

SECTION 4. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provides.

DULY ORDERED by the City Council of the City of Seagoville, Texas, on the 7th day of March, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



AN ECONOMIC DEVELOPMENT
PROPOSAL SUBMITTED TO
SEAGOVILLE ECONOMIC
DEVELOPMENT CORPORATION

About the Firm:

About the Mike Barnes Group:

Mike Barnes Group, Inc. is a consulting firm consulting to companies, communities, and organizations. With more than 30 years' experience in the industry, Mike Barnes leads the Mike Barnes Group, Inc. as President and CEO.

Education & Experience

Mike earned a Master of Public Administration and a Bachelor of Science degree from Indiana State University. He is a licensed real estate broker and he has completed the Texas Attorney General's Open Meetings Training and the TEDC Sales Tax Seminar.

Prior to forming MBG, Mike Barnes provided leadership to award-winning economic development organizations over the past 30 years, including:

- Terre Haute, IN
- High Point, NC
- Plano, TX
- Florence County, SC
- Southern IN
- Waco, TX
- Clermont County, OH.

Affiliations:

International Economic Development Council

- Current member/Former Board Member

Industrial Asset Management Council

- Associate Member
- Mike Barnes is a Charter Member

Texas Economic Development Council

- Current member
- Previously served on Board of Directors

Texas Municipal League

- Current Member

Sample Clients:

Lamesa, TX EDC
EDC of Lea Co, NM
LHP Partners, Plano, TX
Development Authority of Rockdale Co, GA
Southeast Texas Economic Development Foundation
Orange Co, TX EDC
Lufkin/Angelina TX Economic Development
Partnership
Everman, TX EDC
Balch Springs, TX EDC
Robinson, TX EDC
Hillsboro, TX EDC
Goesbeck, TX EDC
Brookshire, TX EDC

Submitted by Mike Barnes Group, Inc.

Jefferson CO Commissioners Court, Beaumont, TX
Lamar Institute of Technology Foundation Board of
Directors

International Economic Development Council—BP
Oil Spill Disaster Recovery Team, Escambia Co., FL
Royal Classic Properties, Blanco, TX

Lacy Lakeview, TX EDC

Stafford, TX EDC

Bowling Green, Regional Chamber of Commerce, KY

California Workforce Solutions

Michigan Workforce Solutions

Southeast TX Workforce Solutions, Port Arthur, TX

South Central Michigan Works

Greater Beaumont Chamber of Commerce,
Beaumont, TX

Carlsbad, NM Department of Economic
Development

Hobbs Bonded Fibers, Waco, TX

Llano, TX EDC

Triad Hospitals

Blanco, TX Streetscape Project

Burkburnett, TX Development Corporation

City of Falfurrias, TX

City of Willow Park, TX

City of Johnson City, TX

Odessa, TX Development Corporation

Crandall, TX Economic Development Corporation

Jacksonville, TX Development Corporation

References:

Mr. Carlton Schwab, Executive Director

Texas Economic Development Council

1011 San Jacinto, Suite 650

Austin, Texas 78701

carlton@texasedc.org

512.480.8432

Jim Rich, President (Directs the Southeast Texas Economic Development Foundation)

Greater Beaumont Chamber of Commerce

PO Box 3150

Beaumont, Texas 77704

(409) 838-6581/jimrich@bmtcoc.org

Tres Hicks, Chairman

EDC of Lea County

200 E. Broadway, Suite A201

P.O. Box 1376

Hobbs, NM 88241-1376

(575) 318-5602

THicks@pettigrew.us

Methodology and Deliverables

MBG frequently provides economic development services to communities located within Texas by serving as the community's economic development entity. Among the services that would be offered, under our suggested approach of an annual or monthly contract would be the following:

- Market the City of Seagoville on the firm's website, social media and in its monthly newsletters (distributed to economic development decision makers throughout the country).
- Represent the Seagoville EDC in events, assuming Seagoville opts to participate, such as International Council of Shopping Centers, Industrial Asset Management Council, Team Texas, Texas One, International Economic Development Council, Texas Economic Development Council, etc.
- Develop relationships with existing and potential developers in Seagoville for additional retail/service developments within the City of Seagoville.
- Oversee as needed the economic development of Seagoville. MBG, in essence, would serve as the economic development entity for the Seagoville EDC activities and interact with the appropriate decision makers within Seagoville and represent the EDC to the outside world.
- Provide advice/counsel on economic development matters as needed including but not limited to prospect negotiations, incentive evaluations, recruitment approaches, etc.
- Provide updates as needed to public policy makers and community leaders

MBG, in essence, would serve as the economic development entity for the City of Seagoville EDC. The majority of this work would be performed remotely.

Submitted by Mike Barnes Group, Inc.

Executive Search:

MBG would provide the executive search for the Executive Director for the Seagoville Economic Development Corporation. MBG would meet with the EDC to identify those traits desired, develop a position profile, recommend and place ads in appropriate venues, solicit potential candidates from within the MBG database and provide sample questions for interview.

MBG would participate in the interview and screening process to the degree desired by the client. MBG has extensive experience and knowledge of economic development and is known among the practitioners in a positive light. This adds immediate credibility to the process. MBG clients frequently retain the firm on an ongoing basis. For example, MBG has worked in Lea County, NM for nearly eight years and is currently serving as its Interim President/CEO while performing an executive search. MBG has been retained in Brookshire, TX for over three years. Extended engagements include Robinson, TX, Lacy Lakeview, TX, Everman, TX, Hillsboro, TX, Southeast TX Economic Development Foundation and more. This demonstrates MBG's effectiveness with its clients.

Costs:

MBG would provide those services and/or others negotiated with the Seagoville EDC on an interim basis for a fee of \$3500 per month. MBG would provide the executive search services as described above at a fee of \$15,000 with the client paying expenses for advertisements, etc.

MBG would bill expenses to include lodging, mileage and meals on an at cost basis to the client for both engagements.

Mike Barnes Group, Inc.

Economic Development Services
Site Selection & Incentive Negotiations

MIKE BARNES
President/CEO

300 MAIN STREET
SUITE 103
P.O. BOX 1729
BLANCO, TX 78606-1729

TEL: 830.833.5300

FAX: 830.833.5679

MOBILE: 254.214.5969

mbarnes@mikebarnesgroup.com

www.mikebarnesgroup.com

Agenda Item 8

Discuss and consider an Ordinance of the City of Seagoville, Texas, amending Ordinance 21-14 which adopted the operating budget for the fiscal year beginning October 1, 2014 and ending September 30, 2015; providing amended appropriations for the General Fund of the City; authorizing the City Manager to make adjustments; providing for the repeal of all ordinances in conflict; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The final results of operations for fiscal year ending September 30, 2015 indicate that Community Services exceeded its budget appropriation amount (\$1,192,561 actual expenditure vs. \$1,171,892 budget). Trash collection activity for Sanitation exceeded budget expectations (\$40,551). The Library went over budget expectations due to staffing requirements (\$1,204). Non-departmental expenditures went over due to the use of fund balance for the (1) fire station repairs; (2) Pothole patching Type D and E streets with Dallas County; (3) Street rehabilitation on Bluff Street and Street patching in several locations; and (4) asbestos abatement and demolition of structures on Hitt Street. Code Enforcement expenditures are above expectations due to unanticipated third party health inspections of the flea market on the southern edge of the City. Staff recommends the budget revenue categories of Sanitation (\$20,000) and Sales Tax (\$2,455) be increased to offset the increase in the expenditure budget for Sanitation activities. Staff proposes reallocating \$24,000 from the City Manager budget and \$5,100 from the Finance budget to Non-departmental. Staff also recommends reallocating \$19,300 from the Municipal Court budget to the Library and Sanitation budgets. Finally, staff recommends increasing the revenue budget from Licenses, Permits and Fees by \$5,500 to provide resources to cover the overage in the Code Enforcement budget. The unadjusted budget vs. actual comparison is provided as Exhibit "A", staff's recommended budget vs. actual comparison is provided as Exhibit "B".

FINANCIAL IMPACT:

<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase (Decrease)</u>
Revenue			
Sales Tax	\$1,978,535	\$1,980,990	\$2,455
Sanitation	836,000	856,000	20,000
Licenses, Permits & Fees	188,315	193,815	<u>5,500</u>
Total Revenue Increase			<u>\$27,955</u>
Expenditures			
City Manager	\$155,306	131,306	(24,000)
Finance	319,247	314,147	(5,100)
Non-departmental	371,025	400,125	29,100
Municipal Court	172,450	153,150	(19,300)
Library	165,477	166,681	1,204

Sanitation	646,000	686,551	40,551
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FINANCIAL IMPACT:

<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase (Decrease)</u>
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Expenditures

Code Enforcement	\$164,104	\$169,604	<u>\$5,500</u>
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Total Expenditure Increase			<u>\$27,955</u>
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AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 08-16

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING ORDINANCE 21-14 WHICH ADOPTED THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; PROVIDING AMENDED APPROPRIATIONS FOR THE GENERAL FUND OF THE CITY; AUTHORIZING THE CITY MANAGER TO MAKE ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the 2014-2015 Operating Budget by Ordinance 21-14 on September 15, 2014 appropriating the necessary funds out of the general revenues, grants and other revenues for the maintenance and operation of various funds, departments, activities and improvements of the City; and

WHEREAS, the Texas Local Government Code § 102.010, "Changes in Budget for Municipal Purposes", allows a municipality to amend their budgets as deemed necessary for municipal purposes; and

WHEREAS, during FY 2015, there were expenditures provided from fund balance reserves for street repair, fire station repair, and structure demolition and sanitation pickup activity for the fiscal year exceeded budget expectations along with health inspection permitting activity.

WHEREAS, the City Manager is submitting the amended budget of revenues and expenditures for conducting the affairs of the City for FY 2014-2015; and

WHEREAS, upon full consideration of the matter, Council made such amendments to the adopted budget which in their judgment are warranted and in the best interest of the taxpayer of the City of Seagoville and is proposed as recorded in Section 1, replacing Exhibit "A" of the Adopted budget Ordinance 21-14;

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

SECTION 1. That the appropriations for the Fiscal Year beginning October 1, 2014 and ending September 30, 2015 for the operation of different funds and purposes of the City of Seagoville be amended as follows:

	<u>Adopted</u>	<u>Amendment</u>	<u>Amended</u>
General Fund	\$ 7,694,504	\$ 27,955	\$ 7,722,459
General Debt Service Fund	\$353,313.63	\$ 0	\$ 353,313.63
Special Revenue Funds:			
State Forfeiture	\$ 11,005.87	\$ 0	\$ 11,005.87
Small Grants Fund	\$ 1,750	\$ 0	\$ 1,750
Municipal Court	\$ 11,009	\$ 0	\$ 11,009
Hotel Motel Fund	\$ 15,000	\$ 0	\$ 15,000
Animal Shelter	\$ 3,000	\$ 0	\$ 3,000
Police Training	\$ 5,000	\$ 0	\$ 5,000
Storm Water	\$ 55,300	\$ 0	\$ 55,300
Water & Sewer Operating Fund	\$5,876,701.26	\$ 0	\$5,876,701.26
FY 2015 Street Improvements	\$ 1,310,000	\$ 0	\$ 1,310,000

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

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

DULY PASSED by the City Council of the City of Seagoville, Texas, on 7th day of March, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A

**CITY OF SEAGOVILLE, TEXAS
GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015**

	<u>Budgeted amounts</u>		<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Taxes				
Ad valorem	\$ 3,319,850	\$ 3,319,850	\$ 3,265,582	\$ (54,268)
Sales	1,978,535	1,978,535	2,073,505	94,970
Franchise	617,500	617,500	711,433	93,933
Sanitation collection charges	836,000	836,000	857,513	21,513
Licenses, permits and fees	188,315	188,315	345,472	157,157
Municipal court fines	250,000	250,000	181,349	(68,651)
Intergovernmental	20,000	20,000	58,983	38,983
Investment income	1,500	1,500	2,103	603
Miscellaneous revenues	15,500	15,500	23,639	8,139
Total revenues	7,227,200	7,227,200	7,519,579	292,379
Expenditures:				
Current				
General government				
City council	5,450	5,450	1,810	3,640
City manager	155,306	155,306	130,654	24,652
City secretary	114,824	114,824	106,475	8,349
Finance	319,247	319,247	306,570	12,677
Human Resources	104,878	104,878	101,888	2,990
Non-departmental	371,025	371,025	400,087	(29,062)
Information Technology	76,000	76,000	73,633	2,367
Total general government	1,146,730	1,146,730	1,121,117	25,613
Public safety				
Police	1,871,704	1,871,704	1,783,379	88,325
Fire	1,483,093	1,483,093	1,443,916	39,177
EMS	164,080	164,080	164,080	-
Support Services	540,148	540,148	513,271	26,877
Animal Control	126,587	126,587	113,944	12,643
Total public safety	\$ 4,185,612	\$ 4,185,612	\$ 4,018,590	\$ 167,022

**CITY OF SEAGOVILLE, TEXAS
GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015**

	Budgeted amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Community Services				
Municipal court	172,450	172,450	153,081	19,369
Library	165,477	165,477	166,681	(1,204)
Senior center	187,965	187,965	186,248	1,717
Sanitation	646,000	646,000	686,551	(40,551)
Total community services	1,171,892	1,171,892	1,192,561	(20,669)
Community development				
Building inspection	191,333	191,333	177,451	13,882
Code enforcement	164,104	164,104	169,141	(5,037)
Streets	418,642	418,642	397,997	20,645
Parks	230,699	230,699	213,505	17,194
Planning	73,849	73,849	58,573	15,276
Total community development	1,078,627	1,078,627	1,016,667	61,960
Capital Outlay	111,643	111,643	259,875	(148,232)
Total expenditures	7,694,504	7,694,504	7,608,810	85,694
Excess (deficiency) of revenues over expenditures	(467,304)	(467,304)	(89,231)	378,073
Other financing sources (uses)				
Transfers in	352,304	352,304	354,639	2,335
Transfers out	-	-	(800)	(800)
Total other financing sources (uses)	352,304	352,304	353,839	1,535
Net change in fund balance	(115,000)	(115,000)	264,608	379,608
Fund Balances - beginning	2,508,684	2,508,684	2,508,684	-
Fund Balances - ending	\$ 2,393,684	\$ 2,393,684	\$ 2,773,292	\$ 379,608

EXHIBIT B

**CITY OF SEAGOVILLE, TEXAS
GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015
AMENDED**

	Budgeted amounts		Actual	Variance with Final Budget
	Original	Final		Positive (Negative)
Revenues				
Taxes				
Ad valorem	\$ 3,319,850	\$ 3,319,850	\$ 3,265,582	\$ (54,268)
Sales	1,978,535	1,980,990	2,073,505	92,515
Franchise	617,500	617,500	711,433	93,933
Sanitation collection charges	836,000	856,000	857,513	1,513
Licenses, permits and fees	188,315	193,815	345,472	151,657
Municipal court fines	250,000	250,000	181,349	(68,651)
Intergovernmental	20,000	20,000	58,983	38,983
Investment income	1,500	1,500	2,103	603
Miscellaneous revenues	15,500	15,500	23,639	8,139
Total revenues	7,227,200	7,255,155	7,519,579	264,424
Expenditures:				
Current				
General government				
City council	5,450	5,450	1,810	3,640
City manager	155,306	131,306	130,654	652
City secretary	114,824	114,824	106,475	8,349
Finance	319,247	314,147	306,570	7,577
Human Resources	104,878	104,878	101,888	2,990
Non-departmental	371,025	400,125	400,087	38
Information Technology	76,000	76,000	73,633	2,367
Total general government	1,146,730	1,146,730	1,121,117	25,613
Public safety				
Police	1,871,704	1,871,704	1,783,379	88,325
Fire	1,483,093	1,483,093	1,443,916	39,177
EMS	164,080	164,080	164,080	-
Support Services	540,148	540,148	513,271	26,877
Animal Control	126,587	126,587	113,944	12,643
Total public safety	\$ 4,185,612	\$ 4,185,612	\$ 4,018,590	\$ 167,022

**CITY OF SEAGOVILLE, TEXAS
GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015**

	Budgeted amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Community Services				
Municipal court	172,450	153,150	153,081	69
Library	165,477	166,681	166,681	-
Senior center	187,965	187,965	186,248	1,717
Sanitation	646,000	686,551	686,551	-
Total community services	1,171,892	1,194,347	1,192,561	1,786
Community development				
Building inspection	191,333	191,333	177,451	13,882
Code enforcement	164,104	169,604	169,141	463
Streets	418,642	418,642	397,997	20,645
Parks	230,699	230,699	213,505	17,194
Planning	73,849	73,849	58,573	15,276
Total community development	1,078,627	1,084,127	1,016,667	67,460
Capital Outlay	111,643	111,643	259,875	(148,232)
Total expenditures	7,694,504	7,722,459	7,608,810	113,650
Excess (deficiency) of revenues over expenditures	(467,304)	(467,304)	(89,231)	378,074
Other financing sources (uses)				
Transfers in	352,304	352,304	354,639	2,335
Transfers out	-	-	(800)	(800)
Total other financing sources (uses)	352,304	352,304	353,839	1,535
Net change in fund balance	(115,000)	(115,000)	264,608	379,609
Fund Balances - beginning	2,508,684	2,508,684	2,508,684	-
Fund Balances - ending	\$ 2,393,684	\$ 2,393,684	\$ 2,773,292	\$ 379,609

Agenda Item 9

Discuss and consider an Ordinance of the City of Seagoville, Texas, amending Ordinance 20-15 which adopted the operating budget for the fiscal year beginning October 1, 2015 and ending September 30, 2016; providing amended appropriations for the General Fund of the City; authorizing the City Manager to make adjustments; providing for the repeal of all ordinances in conflict; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

During the current fiscal year, staff turnover in the Water & Sewer fund has generated an estimated \$72,211 in personnel expense savings. Staff recommends a portion of the personnel expense savings be reallocated (\$20,553) to existing staff in the Water and Sewer Fund and an additional portion of the personnel expense savings (\$19,447) be allocated to certain General Fund personnel who have taken on additional responsibilities. **The net savings to the Water & Sewer fund (after these changes) is \$52,764.**

When the FY 2016 budget was developed, the General Fund balance for FY 2015 was projected to be 105.5 days and the General Fund balance at 9-30-2016 was estimated to be 89.7 days. At the conclusion of the FY 2015 audit, the General Fund balance is expected to be 135.8 days for FY 2015 and is projected to be 101.1 days at 9-30-2106. Staff recommends utilizing \$32,532.07 of General Fund balance accumulated from fiscal year end 2015 to provide a 1% one-time retention pay to full time General Fund employees not covered in paragraph one above.

FINANCIAL IMPACT:

The financial impact on the Water & Sewer Fund to reflect the \$20,552.68 salary reallocation to existing staff is as follows (paragraph one):

	Proposed Salary	Current Salary	Hourly Increase	Total Increase	FICA	TMRS	TOTAL
Assistant W&S Director	31.250	23.566	7.684	\$ 9,220.80	\$ 705.39	\$ 894.42	\$ 10,820.61
Sewer Maintenance Worker	12.534	12.288	0.246	295.20	22.58	28.63	346.42
Sewer Maintenance Worker	12.534	12.288	0.246	295.20	22.58	28.63	346.42
Meter Services Worker	17.621	17.275	0.346	415.20	31.76	40.27	487.24
W&S Supervisor	19.000	16.356	2.644	3,172.80	242.72	307.76	3,723.28
Public Works Clerk	16.619	16.293	0.326	391.20	29.93	37.95	459.07
Water Maintenance Worker	13.037	12.781	0.256	307.20	23.50	29.80	360.50
Sewer Maintenance Worker	12.534	12.288	0.246	295.20	22.58	28.63	346.42
Customer Service UB Supervisor	19.496	19.114	0.382	458.40	35.07	44.46	537.93
Administrative Assistant	15.000	12.781	2.219	2,662.80	203.70	258.29	3,124.80
UB Technician	12.964	12.710	0.254	305.04	23.34	29.59	357.96
UB Technician	16.367	16.046	0.321	385.10	29.46	37.36	451.92
Total W&S Fund				<u>\$ 17,514.00</u>	<u>\$ 1,339.82</u>	<u>\$ 1,698.86</u>	<u>\$ 20,552.68</u>

FINANCIAL IMPACT:
(Continued)

The financial impact on the General Fund to reflect the \$19,447.03 salary reallocation to existing staff is as follows (paragraph one):

	Proposed Salary	Current Salary	Hourly Increase	Total Increase	FICA	TMRS	TOTAL
Community Development							
Director	39.904	32.769	7.135	\$ 8,561.82	\$ 654.98	\$ 830.50	\$ 10,047.29
Assistant Finance Director	31.250	28.846	2.404	2,884.80	220.69	279.83	3,385.31
Library Director	29.188	26.784	2.404	2,884.80	220.69	279.83	3,385.31
Litter Crew Worker	11.394	11.171	0.223	267.60	20.47	25.96	314.03
Street Maintenance Worker	11.394	11.171	0.223	267.60	20.47	25.96	314.03
Street Maintenance Worker	15.000	13.579	1.421	1,705.20	130.45	165.40	2,001.05
Total General Fund Adjustments				<u>\$ 16,571.82</u>	<u>\$ 1,267.74</u>	<u>\$ 1,607.47</u>	<u>\$ 19,447.03</u>

Staff recommends the Water and Sewer General and Administrative transfer to the General Fund be increased from the current \$223,444 to \$242,891 to provide resources to mitigate the proposed increase in General Fund personnel expenditures.

There is no overall increase in Water & Sewer Fund expenditures due to the projected salary savings. Overall General Fund expenditures are projected to increase by \$19,447. Staff recommends this increase be covered by increasing the Water & Sewer General and Administrative transfer to the General Fund by \$19,447.

The financial impact on the General Fund to reflect the 32,532.07 retention pay is as follows (paragraph two):

POSTITIONTITLE	RETENTION	1121 FICA	1152 TMRS	TOTAL
CITY SECRETARY	\$696.34	\$53.27	\$67.55	\$817.16
TOTAL FINANCE	\$1,404.98	\$107.48	\$136.28	\$1,648.74
TOTAL ANIMAL SHELTER	\$454.11	\$34.74	\$44.05	\$532.89
TOTAL CODE ENFORCEMENT	\$781.02	\$59.75	\$75.76	\$916.53
BUILDING MAINTENANCE TECH.	\$300.00	\$22.95	\$29.10	\$352.05
TOTAL POLICE	\$8,892.94	\$680.31	\$862.61	\$10,435.86
PLANNING TECHNICIAN	\$387.86	\$29.67	\$37.62	\$455.15
TOTAL FIRE SERVICES	\$9,281.51	\$710.04	\$900.31	\$10,891.85
TOTAL COURT	\$764.69	\$58.50	\$74.18	\$897.37
TOTAL LIBRARY	\$300.00	\$22.95	\$29.10	\$352.05
TOTAL SENIOR ACTIVITIES	\$427.23	\$32.68	\$41.44	\$501.36
TOTAL SUPPORT SERVICES	\$3,281.74	\$251.05	\$318.33	\$3,851.12
TOTAL HUMAN RESOURCES	\$749.84	\$57.36	\$72.73	\$879.94
TOTAL GENERAL FUND				\$32,532.07

The following is the General Fund Financial Summary prior to staff recommended salary adjustment and retention pay:

**City of Seagoville
General Fund Financial Summary**

	Actual 2013-2014	Adopted 2014-2015	FYE Actual 2014-2015	Adopted 2015-2016
Beginning Fund Balance	\$2,294,394	\$2,415,419	\$2,415,419	\$2,702,694
Revenues				
Property Tax	\$3,186,049	\$3,319,850	\$3,265,631	\$3,377,800
Sales Tax	2,073,358	1,978,535	2,073,504	2,040,040
Franchise Fees	660,718	617,500	745,813	648,300
Sanitation Services	841,261	836,000	857,513	901,725
Licenses, Permits and Fees	230,595	184,315	342,891	204,175
Court and Library Fines	231,617	254,000	183,951	238,000
Grants and Gifts	92,838	24,000	64,859	24,000
Other Revenues	46,329	13,000	17,486	7,500
Transfers In	220,118	352,304	354,639	404,904
Total Revenues	\$7,582,884	\$7,579,504	\$7,906,286	\$7,846,444
Total Available Funds	\$9,877,278	\$9,994,923	\$10,321,705	\$10,549,138
Expenditures				
General Government	727,861	775,705	721,030	791,918
Public Safety	3,736,071	4,185,612	4,018,590	4,343,039
Community Services	1,163,321	1,171,892	1,192,561	1,209,389
Community Development	988,922	1,078,627	1,016,666	1,174,693
Non-Departmental	317,896	363,025	307,077	297,835
Reserve for Capital Expenditures	11,384	8,000	16,354	10,000
Reserve for Prepaid Expenditures	46,417	-	(6,952)	
Total Operations	\$6,991,872	\$7,582,861	\$7,265,326	\$7,826,874
Transfers	\$0	\$0	\$800	-
Increase (Decrease) in Fund Balance	\$591,012	(\$3,357)	\$640,160	\$19,570
One Time Use of Fund Balance	\$ 469,989	\$ 111,643	\$ 352,885	\$ 554,712
Ending Fund Balance	\$2,415,419	\$2,300,419	\$2,702,694	\$2,167,551
Required Fund Balance (60 Days)	\$1,149,349	\$1,246,498	\$1,194,300	\$1,286,609
Amount over Required Fund Balance	\$1,266,071	\$1,053,921	\$1,508,394	\$880,942
<i>Days of Fund Balance</i>	<i>126.1</i>	<i>110.7</i>	<i>135.8</i>	<i>101.1</i>
<i>1 day of operations</i>	<i>\$19,156</i>	<i>\$20,775</i>	<i>\$19,905</i>	<i>\$21,443</i>

Property Tax Rate	0.692960	0.693100	0.693100	0.675800
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NOTE:

Proposed Use of Fund Balance

Acquisition of Brush Truck	111,643	110,000	-
2 Code Enforcement Trucks	-	41,603	-
2 Police Tahoes	-	82,423	-
Hitt Street Demolition Project	-	23,318	-
Remodel Fire Department	-	16,738	-
Additional Asphalt Work	-	52,954	-
Stabilize Basketball Court	-	7,600	-
Voice Recorder	-	18,249	-
City Manager Settlement	-	-	200,000
ACE Hardware Agreement	-	-	25,851
Sales Tax Repayment (9 months)	-	-	35,919
Less: SEDC Portion	-	-	(8,980)
City Manager & Police Chief Salary Adjustments	-	-	12,832
Debt Service Payment	-	-	45,000
Emergency Siren Replacement	-	-	25,000
Patrol Vehicle	-	-	53,000
Asphalt Roller	-	-	44,000
Server and Software Migration	-	-	17,410
Exchange Email Server	-	-	15,267
Vehicle Replacement Fund	-	-	42,000
Library Roof Repair	-	-	47,412

TOTAL	111,643	352,885	554,712
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The following is the General Fund Financial Summary including staff recommended salary adjustment and retention pay:

City of Seagoville
REVISED General Fund Financial Summary

	Actual 2013-2014	Adopted 2014-2015	FYE Actual 2014-2015	Adopted 2015-2016
Beginning Fund Balance	\$2,294,394	\$2,415,419	\$2,415,419	\$2,702,694
Revenues				
Property Tax	\$3,186,049	\$3,319,850	\$3,265,631	\$3,377,800
Sales Tax	2,073,358	1,978,535	2,073,504	2,040,040
Franchise Fees	660,718	617,500	745,813	648,300
Sanitation Services	841,261	836,000	857,513	901,725
Licenses, Permits and Fees	230,595	184,315	342,891	204,175
Court and Library Fines	231,617	254,000	183,951	238,000
Grants and Gifts	92,838	24,000	64,859	24,000
Other Revenues	46,329	13,000	17,486	7,500
Transfers In	220,118	352,304	354,639	424,351
Total Revenues	\$7,582,884	\$7,579,504	\$7,906,286	\$7,865,891
Total Available Funds	\$9,877,278	\$9,994,923	\$10,321,705	\$10,568,585
Expenditures				
General Government	727,861	775,705	721,030	791,918
Public Safety	3,736,071	4,185,612	4,018,590	4,343,039
Community Services	1,163,321	1,171,892	1,192,561	1,209,389
Community Development	988,922	1,078,627	1,016,666	1,174,693
Non-Departmental	317,896	363,025	307,077	297,835
Salary Readjustments	-	-	-	19,447
Reserve for Capital Expenditures	11,384	8,000	16,354	10,000
Reserve for Prepaid Expenditures	46,417	-	(6,952)	-
Total Operations	\$6,991,872	\$7,582,861	\$7,265,326	\$7,846,321
Transfers	\$0	\$0	\$800	-
Increase (Decrease) in Fund Balance	\$591,012	(\$3,357)	\$640,160	\$19,570
One Time Use of Fund Balance	\$ 469,989	\$ 111,643	\$ 352,885	\$ 587,244
Ending Fund Balance	\$2,415,419	\$2,300,419	\$2,702,694	\$2,135,019
Required Fund Balance (60 Days)	\$1,149,349	\$1,246,498	\$1,194,300	\$1,289,806
Amount over Required Fund Balance	\$1,266,071	\$1,053,921	\$1,508,394	\$845,213
<i>Days of Fund Balance</i>	<i>126.1</i>	<i>110.7</i>	<i>135.8</i>	<i>99.3</i>
<i>1 day of operations</i>	<i>\$19,156</i>	<i>\$20,775</i>	<i>\$19,905</i>	<i>\$21,497</i>
Property Tax Rate	0.692960	0.693100	0.693100	0.675800

NOTE:

Proposed Use of Fund Balance

Acquisition of Brush Truck	111,643	110,000	-
2 Code Enforcement Trucks	-	41,603	-
2 Police Tahoes	-	82,423	-
Hitt Street Demolition Project	-	23,318	-
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Additional Asphalt Work	-	52,954	-
Stabilize Basketball Court	-	7,600	-
Voice Recorder	-	18,249	-
City Manager Settlement	-	-	200,000
ACE Hardware Agreement	-	-	25,851
Sales Tax Repayment (9 months)	-	-	35,919
Less: SEDC Portion	-	-	(8,980)
City Manager & Police Chief Salary Adjustments	-	-	12,832
General Fund Retention Pay	-	-	32,532
Debt Service Payment	-	-	45,000
Emergency Siren Replacement	-	-	25,000
Patrol Vehicle	-	-	53,000
Asphalt Roller	-	-	44,000
Server and Software Migration	-	-	17,410
Exchange Email Server	-	-	15,267
Vehicle Replacement Fund	-	-	42,000
Library Roof Repair	-	-	47,412
TOTAL	111,643	352,885	587,244

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 09-16

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING ORDINANCE 20-15 WHICH ADOPTED THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; PROVIDING AMENDED APPROPRIATIONS FOR THE GENERAL FUND OF THE CITY; AUTHORIZING THE CITY MANAGER TO MAKE ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the 2015-2016 Operating Budget by Ordinance 20-15 on September 14, 2015 appropriating the necessary funds out of the general revenues, grants and other revenues for the maintenance and operation of various funds, departments, activities and improvements of the City; and

WHEREAS, the Texas Local Government Code § 102.010, "Changes in Budget for Municipal Purposes", allows a municipality to amend their budgets as deemed necessary for municipal purposes; and

WHEREAS, during FY 2016, there are projected salary savings in the Water & Sewer Fund, a portion of which is proposed to be reallocated to the Water & Sewer General and Administrative transfer to the General Fund to provide resources for proposed personnel increases to selected General Fund personnel; and

WHEREAS, the City Manager is submitting the amended budget of revenues and expenditures for conducting the affairs of the City for FY 2015-2016; and

WHEREAS, upon full consideration of the matter, Council made such amendments to the adopted budget which in their judgment are warranted and in the best interest of the taxpayer of the City of Seagoville and is proposed as recorded in Section 1, replacing Exhibit A of the Adopted budget Ordinance 20-15;

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

SECTION 1. That the appropriations for the Fiscal Year beginning October 1, 2015 and ending September 30, 2016 for the operation of different funds and purposes of the City of Seagoville be amended as follows:

	<u>Adopted</u>	<u>Amendment</u>	<u>Amended</u>
General Fund	\$ 8,028,963	\$ 51,979	\$ 8,080,942

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

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

DULY PASSED by the City Council of the City of Seagoville, Texas, on 7th day of March, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

Agenda Item 10

Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 25, "Zoning", Division 25.02, "Regulations Applicable to All Districts", Section 25.02.718, "Carports, Canopies and Porte Cocheres", to renumber the existing language regulating nonresidential carports as 25.02.718(b), and to adopt a new Section 25.02.718(a), providing regulations for residential carports; providing a repealing clause, providing a severability clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date.

BACKGROUND OF ISSUE:

As a friendly reminder, following a discussion at the February 1st city council meeting the consensus of the city council was to prepare an ordinance with the following regulations:

- Have a minimum fifteen (15) foot setback from the property line;
- Be supported by masonry or metal columns set in concrete;
- Be constructed of construction materials that match the size, shape and material used to construct the main building; and
- Have a roof that is either gable or flat in design; and
- Two or more sides of the carport must be open.

Attached is said ordinance for your consideration.

FINANCIAL IMPACT:

N/A

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 10-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 25, "ZONING", DIVISION 25.02, "REGULATIONS APPLICABLE TO ALL DISTRICTS", SECTION 25.02.718, "CARPORTS, CANOPIES AND PORTE COCHERES", TO RENUMBER THE EXISTING LANGUAGE REGULATING NONRESIDENTIAL CARPORTS AS 25.02.718(B), AND TO ADOPT A NEW SECTION 25.02.718(A), PROVIDING REGULATIONS FOR RESIDENTIAL CARPORTS; PROVIDING A REPEALING CLAUSE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING 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 City Council for the City of Seagoville finds that residential carports are a desired improvement for residents of the City of Seagoville; and

WHEREAS, the City has not previously adopted any regulations concerning the construction and appearance of residential carports; and

WHEREAS, the City Council desires to adopt regulations for the construction of residential carports in order to ensure they are built safely and in a manner that is consistent with the appearance of the existing residential structure; and

WHEREAS, the City Council for the City of Seagoville finds it will benefit the citizens of the City of Seagoville to amend the City's Zoning Ordinance by adopting new regulations concerning the construction of carports, canopies and port cocheres for residential purposes, as provided for herein.

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

SECTION 1. That the Code of Ordinances of the City of Seagoville, Texas is amended by amending Chapter 25 "Zoning", by amending Division 25.02, "Regulations Applicable to All Districts", Section 25.02.718 "Carports, Canopies and Porte Cocheres" to read as follows:

"DIVISION 25.02 REGULATIONS APPLICABLE TO ALL DISTRICTS

....

Sec. 25.02.718 Carports, Canopies and Porte Cocheres

- (a) Residential Uses. All carports, canopies and porte cocheres constructed for residential use within the City shall:
- (1) Have a minimum fifteen (15) foot setback from the property line;
 - (2) Be supported by masonry or metal columns set in concrete;
 - (3) Be constructed of construction materials that match the size, shape and material used to construct the main building; and
 - (4) Have a roof that is either gable or flat in design; and
 - (5) Two or more sides of the carport must be open.
- (b) Nonresidential uses. A carport, canopy or porte cochere for a nonresidential use (regardless of zoning district) shall:
- (1) Not encroach into a required front, side or rear yard setback;
 - (2) Not extend over a public street, a city easement (unless approved by the city's engineer), or a solid waste container (i.e. dumpster);
 - (3) Have a minimum 14-foot clearance when extending over a fire lane or vehicular drive aisle; and
 - (4) Be supported by masonry columns (or masonry-encased columns) that are architecturally integrated and match the materials and colors of the main building.”

SECTION 2. 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 other provisions of the ordinances of the City of Seagoville not in conflict with the provisions of this ordinance shall remain in full force and effect.

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

SECTION 4. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

SECTION 5. 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 7th day of March, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS ALLEN, CITY ATTORNEY

Agenda Item 11

Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 13, "Offenses and Nuisances", Article 13.10, Smoking, by providing regulations and restrictions prohibiting smoking in public places; providing for the posting of signs; providing for enforcement; providing for offenses and penalties of a fine not to exceed Five Hundred Dollars (\$500.00) for each offense; providing a severability clause; providing a savings clause; and providing an effective date.

BACKGROUND OF ISSUE:

In 2015 the Mayor expressed his desire to prohibit smoking in restaurants and other public places in an effort to promote public health, safety and welfare. In the discussion, staff advised that the City had policies in place for smoking in the City owned buildings and vehicles but there had not been an official action by the Council to prohibit smoking in these areas. After the discussion, the City Council elected to first adopt an ordinance to address the smoking in all City owned facilities. This was accomplished on or about August 17, 2015 when the City Council adopted Ordinance No. 17-15 prohibiting smoking in all City owned facilities and vehicles. Since that time, the City Council has continued to express its desire to prohibit smoking in all public places within the City of Seagoville.

Based on the foregoing, staff is bringing forward the ordinance to accomplish the original request and continuing desires of the Council. The attached ordinance will, if approved and passed, prohibit smoking in all enclosed public places and enclosed places of employment within the City, as well as provide for the places where smoking is not prohibited. In addition, the proposed ordinance provides for the posting of signs by the property owner, the sign specifications, the enforcement of ordinance and the penalty for violation.

FINANCIAL IMPACT:

N/A

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 11-16

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 13, "OFFENSES AND NUISANCES", ARTICLE 13.10, SMOKING, BY PROVIDING REGULATIONS AND RESTRICTIONS PROHIBITING SMOKING IN PUBLIC PLACES; PROVIDING FOR THE POSTING OF SIGNS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR OFFENSES AND PENALTIES OF A FINE NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500) FOR EACH OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Council to promote public health, safety and welfare;
and,

WHEREAS, in an effort to aid in this process, on or about August 17, 2015 adopted Ordinance No. 17-15 establishing smoke-free regulations in all City owned facilities, property and vehicles; and

WHEREAS, the City Council has determined the process for establishing smoke-free regulations should continue with the establishment of regulations to create a smoke-free environment in all public places within; and

WHEREAS, based on the foregoing, the City Council of the City of Seagoville, Texas desires to amend the Code of Ordinances by amending Article 13.10, Smoking, to provide additional definitions, restrictions and regulations for the posting of signs, adding sections to provide for places where smoking is not prohibited and to provide for enforcement, as provided herein.

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

SECTION 1. That the Code of Ordinances of the City of Seagoville, Texas be, and the same is, hereby amended by amending Chapter 13, OFFENSES AND NUISANCES, by amending Article 13.10, Smoking, which shall read as follows:

"CHAPTER 13. OFFENSE AND NUISANCES

....

ARTICLE 13.10 SMOKING

Sec. 13.10.001. Definitions

Bar. An area which is devoted to the serving of alcoholic beverages for consumption by guests on the premises and in which the service of food is only incidental to the consumption of such beverages.

Business. Any sole proprietorship, joint venture, corporation or other business entity formed for profit-making or not-for-profit purposes, including retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.

E-cigarette or e-hookah. Any electronic oral device or nicotine delivery device, such as one composed of a heating element, battery, and/or electronic circuit, which provides a vapor of nicotine or any other substance, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, hookah pen or under any other product name or description.

Electronic vaping device. Any electronic device composed of a mouthpiece, heating element, battery and electronic circuits that provides, or is manufactured or intended to provide, a vapor of liquid nicotine and/or other substances mixed with propylene glycol and/or other substances delivered or deliverable to the user that he/she can inhale in simulation of smoking. This term shall include every version and type of such devices whether they are manufactured or marketed as electronic cigarettes, e-cigarettes, electronic cigars, e-cigars, electronic pipes, e-pipes, electronic hookahs, e-hookahs or under any other product name or design.

Employee. Any person who is employed by any employer in consideration for direct or indirect monetary wages or profit.

Enclosed area. All space between a floor and ceiling which is enclosed on all sides by walls, windows, or other barrier (exclusive of door or passage ways) which extend from the floor to the ceiling.

Food establishment. Food product or food service establishments.

Municipal government buildings and vehicles. All of the enclosed area and within twenty-five (25) feet of any door, operable window/vent or other opening to an such enclosed area, except for areas specifically provided for and marked as designated smoking areas, that is used by the city and its employees and general public, including, but not limited to all or any part of the building used for any of the operations of the city, such as the city hall, police station, municipal court, fire station, library, animal shelter, senior citizens center, the public works facility and all city-owned motor vehicles.

Park. All property in the city that is designated, set aside or operated by the city for public recreational purposes, whether dedicated or developed as a park or not, or that is located in any street right-of-way and is maintained as public open space, including all playgrounds, tennis courts, basketball courts, splash pad, pavilions, parking lots, trails and other areas within a park. Designation of property as a city park pursuant to this subsection is solely for the purposes of identifying areas governed by this article and shall not be construed to be a dedication of any property as a park.

Place of employment. Any enclosed area under the control of a public or private employer which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference rooms and classrooms, employee cafeterias and hallways. A private

residence is not a “place of employment” unless it is used as a child care, adult day care or health care facility.

Playground. Any park or recreational area that is designed in part to be used by children and that has play or sports equipment installed or that has been designated or landscaped for play or sports activities, or any similar facility located on city property. For the purpose of this article, playgrounds include the football field(s), baseball field(s), soccer field(s), tennis court(s) and basketball court(s) located in all City Parks. For the purpose of this article, all references to the various fields also include the bleachers/seating area.

Possession. Actual care, custody, control or management.

Private place. Any enclosed area to which the public is not invited or in which the public is not permitted, including but not limited to, personal or private residences, private social clubs or personal automobiles.

Public place. Any enclosed area to which the public is invited or in which the public is permitted, including but not limited to: banks; educational facilities; health facilities; laundromats; reception areas; production and marketing establishments; retail stores; theaters; and waiting rooms.

Retail electronic vaping store. A retail store utilized primarily for the sale of electronic vaping devices, accessories, and/or electronic vaping liquid or any other article or product that is for use in an electronic vaping device and in which the sale of other products is merely incidental.

Retail store. An establishment whose purpose is to offer for sale and sell to consumers, not for resale, goods, wares, merchandise and food, which items are purchased for use and/or consumption off premises, including but not limited to, supermarkets, convenience stores, drug stores, and warehouse stores.

Retail tobacco store. A retail store used primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental.

Service line. Any indoor line at which one (1) or more persons are waiting for or receiving service of any kind, whether or not such service involves the exchange of money.

Smoking or smoke. Inhaling, exhaling, burning, possessing or carrying any lighted cigar, cigarette, pipe, weed, plant or combustible substance in any manner or in any form and/or vaping or the use of any electronic vaping device.

Sports arena. Sports pavilions, athletic fields, gymnasiums, health spas, boxing arenas, swimming pools, roller rinks, bowling alleys and other similar places where members of the general public assemble either to engage in physical exercise, participate in athletic competition or witness sports events.

Tobacco product. A cigarette; a cigar; an electronic vaping device; smoking tobacco, including granulated, plug-cut, crimp-cut, ready rubbed and any form of tobacco suitable for smoking in a pipe or as a cigarette; chewing tobacco, including plug, scrap, and any kind of tobacco suitable for chewing, snuff or other preparations of pulverized tobacco; nicotine product; dissolvable nicotine; electronic vaping liquid; or any other article or product that is for use in an electronic vaping device.

Vaping. Inhaling or exhaling vapors of electronic vaping liquid from an electronic vaping device.

Sec. 13.10.002. Smoking Regulations.

(a) Smoking shall be prohibited in all enclosed areas and within twenty-five (25) feet of any door, operable window/vent or other opening to such enclosed area of the municipal government buildings, except for areas specifically provided for and marked as designated smoking areas, and on all property designated as a park within the city, including, but not limited to, the following places:

- City of Seagoville City Hall
- Seagoville Public Library
- Seagoville Municipal Court
- Seagoville Police Department
- Seagoville Fire Department
- Seagoville Public Works Facility
- Seagoville Animal Shelter
- Seagoville Senior Citizens Activity and Transportation Center
- Bearden Park – in its entirety
- Casa Grande Park – in its entirety
- C.O. Bruce Central Park – in its entirety
- Heard Park – in its entirety
- Oatman Park – in its entirety
- Petty White Park – in its entirety
- Putnam Park – in its entirety
- Veterans Memorial Park – in its entirety

(b) Smoking shall be prohibited in all City owned motor vehicles.

(c) Smoking shall be prohibited in all enclosed public places and enclosed places of employment within the City, including but not limited to, the following places:

1. Elevators;
2. Restrooms, lobbies, reception areas, hallways and any other common-use areas;
3. Service lines;
4. Retail stores;
5. All areas available to and customarily used by the general public in all businesses, including but not limited to, professional offices, banks, and Laundromats;
6. Enclosed facilities within a place of employment;
7. Food establishments, nightclubs and bars;
8. Any facility which is primarily used for exhibiting any motion picture, stage, drama, lecture, musical recital or other similar performance except when smoking is a part of a theatrical performance upon a stage or in the course of a film or television production and smoking is a part of the performance or production;
9. Sports arenas and convention halls, including bowling and billiard facilities;

10. Every room, chamber, place of meeting or public assembly, including school buildings under the control of any board, council, commission, committee, including joint committees, or agencies of the City of any political subdivision of the state during such time as a public meeting is in progress, to the extent such place is subject to jurisdiction of the City;
11. Waiting rooms, hallways, wards, private and semiprivate rooms of physical and mental health facilities, including, but not limited to, hospitals, clinics, physical therapy facilities, doctors' offices and dentists' offices;
12. Lobbies, hallways and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities;
13. Polling places;
14. Bingo games/parlors;
15. Hotels and motels, including at least ninety (90) percent of rooms rented to guests;
16. Within twenty-five (25) feet of any door, operable window/vent or other opening to an indoor enclosed area.

Sec. 13.10.003. Places where smoking is not prohibited.

- (a) Notwithstanding any other provision of this article to the contrary, the following areas shall not be subject to the smoking restrictions of this article:
1. Private residences, except when used as child day care, adult day care or household care facility;
 2. Personal automobiles;
 3. Retail tobacco stores and electronic vaping stores in stand-alone physical facilities;
 4. Outdoor places of employment except within twenty-five (25) feet of any door, operable window/vent or other opening to an enclosed area;
 5. Not more than ten (10) percent of hotel and motel rooms rented to guests may be designated as smoking rooms. All smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate into areas where smoking is prohibited under the provisions of this article.

Sec. 13.10.004. Posting of Signs.

(a) The owner, manager or other person having control of such building or premises where smoking is prohibited by this article shall have a conspicuously posted sign clearly stating "No Smoking" visible at each public entrance, whether for the public, employees or deliveries, and at restroom entrances.

(b) Such "No Smoking" signs shall have bold lettering of not less than one (1) inch in height. The international "No Smoking" symbol may also be used (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with red bar across it).

(c) Any owner, manager, or other person having control of any establishment regulated by this article shall be responsible for posting appropriate signage.

Sec. 13.10.005. Enforcement.

- (a) Enforcement of this article shall be implemented by the City of Seagoville Community Development Director/Code Enforcement or other official as designated by the City Manager by issuance of a municipal court citation.
- (b) Any person may register a complaint under this article to initiate enforcement with the City of Seagoville Community Development Director/Code Enforcement.
- (c) It is the duty of the owner, manager, operator or person-in-charge of any establishment regulated by this article:
 - 1. To post signs in accordance with Section 13.10.004 of this article; and
 - 2. To not provide ashtrays, matches, lighters or other smoking related paraphernalia in a regulated premises; and
 - 3. To advise a person who violates this article that smoking is not allowed; and
 - 4. To request a person remove themselves from the location after that person has been advised that smoking is not allowed and that person willfully continues to smoke.

Sec. 13.10.006. Offenses and penalties.

- (a) It shall be unlawful for any person to smoke in any area where smoking is prohibited by the provisions of this article.
- (b) It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to regulation under this chapter to fail to comply with the following sections and subsections of this article:
 - 1. Section 13.10.004; and
 - 2. Section 13.10.005, subsection (c).
- (c) Any person who violates any provision of this article shall be guilty of a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500.00).
- (d) Each day on which a violation of this article occurs shall be a separate and distinct violation.”

SECTION 2. If any section, article paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 3. That all provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. This Ordinance shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS THIS 7th day of March, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY
(:cdb 02/10/2016)

Agenda Item 12

Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Article 13.03, "Noise", Section 13.03.002, "Prohibitions", Subsection (b) to provide for the prohibiting of engine braking, commonly referred to as jake braking, in the city limits; authorizing the City Manager or Designee to erect the appropriate signage notifying motorists of this violation; providing for offenses and penalties of a fine not to exceed Five Hundred Dollars (\$500.00) for each offense; providing a severability clause; providing a savings clause; and providing an effective date.

BACKGROUND OF ISSUE:

This item has been placed on the agenda at the request of Councilmember Epps.

FINANCIAL IMPACT:

N/A

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 12-16

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING ARTICLE 13.03, "NOISE", SECTION 13.03.002, "PROHIBITIONS", SUBSECTION (b) TO PROVIDE FOR THE PROHIBITING OF ENGINE BRAKING, COMMONLY REFERRED TO AS *JAKE BRAKING*, IN THE CITY LIMITS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ERECT THE APPROPRIATE SIGNAGE NOTIFYING MOTORISTS OF THIS VIOLATION; PROVIDING FOR OFFENSES AND PENALTIES OF A FINE NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seagoville seeks to protect the public safety, preserve the quality of life, and prevent nuisances in the City; and,

WHEREAS, the City Council finds that the practice of engine braking by diesel trucks, commonly referred to as "*jake braking*" (which must not be confused with the registered trademark "Jake Brake" belonging to the Jacob Vehicle Systems, Inc.) creates disturbing, unreasonable and offensive noise when it occurs within the city limits ; and

WHEREAS, pursuant to Chapter 51 of the TEXAS LOCAL GOVERNMENT CODE, the City Council has the general authority to adopt and publish an ordinance or police regulation that is for the good government, peace or order of the municipality and is necessary or proper for the carrying out of a power granted by law to the municipality; and

WHEREAS, the City Council finds it is reasonable and necessary, as well as being in the best interest of its citizens and visitors to the City, to prohibit the use of engine brakes within the city limits of the City of Seagoville.

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

SECTION 1. That the Code of Ordinances of the City of Seagoville, Texas be, and the same is, hereby amended by amending Chapter 13, OFFENSES AND NUISANCES, of the Code of Ordinances by amending Article 13.03, "Noise", Section 13.03.002, "Prohibitions", subsection (b) to provide for the prohibiting of engine braking, commonly referred to as *jake braking*, in the city limits, which shall read as follows:

"CHAPTER 13. OFFENSE AND NUISANCES

....

ARTICLE 13.03 NOISE

....

Sec. 13.03.002. Prohibitions.

(a)

(b) The following acts are deemed . . . sounds or noises prohibited by this article:

....

- (7) Engine braking prohibited. No person may use an engine-exhaust braking system while operating a motor vehicle within the corporate limits of the City of Seagoville. For the purpose of this section, the term engine-exhaust braking system means an engine-exhaust braking system device which converts diesel-engine power into an air compressor and when engaged operates to slow the vehicle, creating an unreasonable noise. It shall also include the production of excessive noise produced by engine retarders due to a truck operating with improperly maintained, defective, or modified muffler systems or the use of straight exhaust pipes with no mufflers.

Sec. 13.10.003. Exceptions.

.....”

SECTION 2. That the City Manager or designee is hereby directed to erect appropriate signs giving notice of the violation established herein and such provision shall not be effective unless such signs or markings are in place at the time of an alleged offense.

SECTION 3. If any section, article paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. That all provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense.

SECTION 7. This Ordinance shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS THIS 7th day of MARCH, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY
(:cdb 02/11/2016)

Agenda Item 13

Discuss and consider an Ordinance of the City of Seagoville, Texas amending the Code of Ordinances by adding a new Article 11.04 titled "Donation Boxes" to Chapter 11 "Health and Sanitation" regarding the permitting, location, and condition of donation boxes and/or prohibiting donation boxes from being located in the City of Seagoville; providing a savings clause; 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 for publication and an effective date.

BACKGROUND OF ISSUE:

This item has been placed on the agenda at the request of Councilmember Hernandez.

Please note there are two separate ordinances attached for the Council discussion.

Option A regulates the permitting, location and condition of donation boxes.

Option B prohibits donation boxes from being located in the City of Seagoville.

FINANICIAL IMPACT:

N/A

OPTION "A"

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 13-16

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF SEAGOVILLE BY ADDING A NEW ARTICLE 11.04 TITLED "DONATION BOXES" TO CHAPTER 11 "HEALTH AND SANITATION" REGARDING THE PERMITTING, LOCATION, AND CONDITION OF DONATION BOXES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, people leaving used items at donation boxes often leave items outside of said boxes, resulting in unsightly and, sometimes, unhealthy conditions; and

WHEREAS, used items left at donation boxes are frequently broken, torn, or soiled items that otherwise constitute trash, rubbish, or junk; and

WHEREAS, the City Council of the City of Seagoville finds that the unregulated location and operation of donation boxes negatively impacts property values and the health, safety, and welfare of the community; and

WHEREAS, the City Council of the City of Seagoville finds it to be in the public interest to amend the Code of Ordinances, City of Seagoville, Texas, by adopting regulations regarding the permitting, location, operation, and condition of donation boxes within the City;

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

SECTION 1. That Chapter 11 "Health and Sanitation" of the Code of Ordinances, City of Seagoville, Texas, is amended by adopting a new Article 11.04 titled "Donation Boxes" to read as follows:

"Article 11.04 – DONATION BOXES

Sec. 11.04.001 – Definitions.

For purposes of this article, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

"Attended donation box" means a donation box where a person is located adjacent to the donation box for the purpose of receiving the personal property delivered to the donation box.

“Donation box” means a box, structure, trailer or other container, whether permanently or temporarily affixed to real property, which may or may not be equipped with skids or wheels such that it is movable, the purpose of which is to serve as a collection location of new and/or used personal property to be donated to an charitable organization. The phrase “donation box” included attended donation boxes and unattended donation boxes.

“Unattended donation box” means a donation box where no person is located to receive personal property from those delivering said personal property to the donation box.

Sec. 11.04.002 – Permit required.

It shall be unlawful to locate a donation box within the City without first obtaining a permit from the City.

Sec. 11.04.003 – Permit applications.

Prior to placing a donation box on property located within the City, a person shall make application to the City on a form provided by the City and pay an application fee in the amount of \$75.00.

Sec. 11.04.004 – Eligible applicants

Only nonprofit charitable organizations that have obtained a determination letter pursuant to 26 U.S.C. §501(c)(3) may obtain a permit to locate donation boxes within the City.

Sec. 11.04.005 – Location

The location of donation boxes within the City shall be subject to the following:

- (a) Donation boxes shall only be located in Local Retail or Commercial zoning districts. Donation boxes shall not be located within any other zoning district, including all planned development districts.
- (b) No more than one donation box may be located on a single platted lot or unplatted tract of land.
- (c) A donation box shall not be located closer than 300 feet from another donation box, even if located on different tracts of land or lots.
- (d) A donation box shall not be located within 10 feet of the travelled portion of any street, road, or highway.

- (e) A donation box shall not be located within any building setback.
- (f) A donation box shall not be located within any right-of-way or easement dedicated to and/or owned by any governmental entity.
- (g) A donation box may only be placed on an improved surface.
- (h) A donation box shall not be located at any location the city building official determines:
 - (1) may pose a safety hazard to the public;
 - (2) constitutes an obstruction to traffic entering, exiting, or circulating within the property on which the donation box is located;
 - (3) constitutes an obstruction to pedestrian traffic using any public sidewalk; or
 - (4) constitutes an obstruction to the flow of surface water on the property such that surface water will be diverted to other properties or other inhibits or prevents surface water from draining to an existing drainage facility.

Sec. 11.04.006 – Exterior of donation box

The exterior of a donation box shall be subject to the following:

- (a) A "no dumping" sign and the name, mailing address, and phone number of the party responsible for collection from the donation box must be posted in a conspicuous location on the donation box.
- (b) Donation boxes must be maintained in good condition and appearance with no structural damage and shall be kept free of graffiti.
- (c) Donation boxes may not be used as either an on-premise or off-premise sign; provided, however, the donation box may contain on its exterior the name, trademark or other logo, and contact information for the organization receiving the donation of items being placed in the donation box.

Sec. 11.04.007 – Removal of junk, etc.

The operator of the donation box and the property owner where the donation box is located shall maintain or cause to be maintained the area

surrounding the donation box(es) free of any junk, debris or other material and shall be responsible to the extent provided by law for the cost to abate any violation. Any junk, debris or material must be removed not later than twenty-four (24) hours after delivery of notice by the City.

Sec. 11.04.008 – Transition provisions

Owners or operators of donation boxes located on property within the city before April 1, 2016, shall obtain a permit pursuant to this article and shall otherwise come into compliance with this article not later than September 1, 2016, subject to the following:

- (a) Donation boxes located closer than authorized by Sec. 11.04.005(c) prior to April 1, 2016, shall not be required to be moved to comply with Sec. 11.04.005(c).
- (b) Notwithstanding paragraph (a) of this section, a donation box that was located less than 300 feet from another donation box prior to April 1, 2016, that is removed from such location for more than three (3) days must be relocated to a location that complies with Sec. 11.04.005(c).”

SECTION 3. An offense committed before the effective date of this ordinance is governed by 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 4. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

SECTION 5. Any person, firm or corporation violating any of the provisions or terms of this Ordinance 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 6. This ordinance shall take effect immediately from and after its passage and publication of the caption in accordance with the provisions of the Charter of the City of Seagoville, and it is accordingly so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, THIS THE 7th DAY OF MARCH, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

OPTION "B"

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 13-16

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF SEAGOVILLE BY ADDING A NEW ARTICLE 11.04 TITLED "DONATION BOXES" TO CHAPTER 11 "HEALTH AND SANITATION", **PROHIBITING DONATION BOXES FROM BEING LOCATED IN THE CITY OF SEAGOVILLE**; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, people leaving used items at donation boxes often leave items outside of said boxes, resulting in unsightly and, sometimes, unhealthy conditions; and

WHEREAS, used items left at donation boxes are frequently broken, torn, or soiled items that otherwise constitute trash, rubbish, or junk; and

WHEREAS, the City Council of the City of Seagoville finds that the operation of donation boxes negatively impacts property values and the health, safety, and welfare of the community; and

WHEREAS, the City Council of the City of Seagoville finds it to be in the public interest to amend the Code of Ordinances, City of Seagoville, Texas, by adopting regulations prohibiting the placement of donation boxes within the City;

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

SECTION 1. That Chapter 11 "Health and Sanitation" of the Code of Ordinances, City of Seagoville, Texas, is amended by adopting a new Article 11.04 titled "Donation Boxes" to read as follows:

"Article 11.04 – DONATION BOXES

Sec. 11.04.001 – Definitions.

For purposes of this article, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

"Attended donation box" means a donation box where a person is located adjacent to the donation box for the purpose of receiving the personal property delivered to the donation box.

“Donation box” means a box, structure, trailer or other container, whether permanently or temporarily affixed to real property, which may or may not be equipped with skids or wheels such that it is movable, the purpose of which is to serve as a collection location of new and/or used personal property to be donated to an charitable organization. The phrase “donation box” included attended donation boxes and unattended donation boxes.

“Unattended donation box” means a donation box where no person is located to receive personal property from those delivering said personal property to the donation box.

Sec. 11.04.002 – Donation Boxes prohibited

All donation boxes, whether attended or unattended, are prohibited from being placed on property located within the territorial limits of the City of Seagoville.

Sec. 11.04.003 – Transition provisions

A donation box that is located in the City as of the effective date of this ordinance shall be removed by September 1, 2016.”

SECTION 2. An offense committed before the effective date of this ordinance is governed by 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 3. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

SECTION 4. Any person, firm or corporation violating any of the provisions or terms of this Ordinance 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 5. This ordinance shall take effect immediately from and after its passage on Second Reading and publication of the caption in accordance with the provisions of the Charter of the City of Seagoville, and it is accordingly so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, THIS THE 7th DAY OF MARCH, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

Agenda Item 14

Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances Chapter 7, "Business Regulations", by adding Article 7.10, "Shopping Carts" to provide for the abandonment and recovery of shopping carts; providing for definitions; providing requirements; providing for retrieval and impoundment; providing for disposal of abandoned shopping carts; providing for enforcement; providing for offenses and penalties of a fine not to exceed Five Hundred Dollars (\$500.00) for each offense; providing a severability clause; providing a savings clause; and providing an effective date.

BACKGROUND OF ISSUE:

This item has been placed on the agenda at the request of Councilmember Hernandez.

FINANCIAL IMPACT:

N/A

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 14-16

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING CHAPTER 7 OF THE CODE OF ORDINANCES BY ADDING ARTICLE 7.10, "SHOPPING CARTS" TO PROVIDE FOR THE ABANDONMENT AND RECOVERY OF SHOPPING CARTS; PROVIDING FOR DEFINITIONS; PROVIDING REQUIREMENTS; PROVIDING FOR RETRIEVAL AND IMPOUNDMENT; PROVIDING FOR DISPOSAL OF ABANDONED SHOPPING CARTS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR OFFENSES AND PENALTIES OF A FINE NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500) FOR EACH OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, damaged, dismantled, and/or abandoned shopping carts on public or private property create conditions that promote blight and deterioration within the City; and,

WHEREAS, the City Council believes that such shopping carts constitute a nuisance, create potential hazards to the health and safety of the public and interfere with pedestrian and vehicular traffic; and

WHEREAS, after discussion and consideration, the City Council finds that establishing regulations concerning the abandonment and recovery of shopping carts is in the best interest of the City and will promote the health and welfare of the citizens and the general public.

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

SECTION 1. That the Code of Ordinances of the City of Seagoville, Texas be, and the same is, hereby amended by amending Chapter 7, "BUSINESS REGULATIONS" by adding Article 7.10, "SHOPPING CARTS" to provide for the abandonment and recovery of shopping carts, which shall read as follows:

"CHAPTER 7. BUSINESS REGULATIONS

....

ARTICLE 7.10 SHOPPING CARTS

Sec. 7.10.001 Definitions.

For the purposes of this article, the following terms, words, phrases and derivations thereof shall have the meanings given herein.

Shopping cart. A basket, which is mounted on wheels or a similar device, generally used in a retail establishment by a customer to transport goods of any kind.

Abandoned shopping cart. Any unattended shopping cart removed from a business establishment's premises, which is located on public property for a period greater than twelve (12) hours.

Owner. Any person or entity within a business establishment who owns or provides shopping carts for customer use. Owner includes, but is not limited to, the store owner, manager, on-site manager, on-duty manager, or other designated agent of a business establishment.

Premises. The entire area owned or otherwise utilized by the business establishment that provides shopping carts for use by its customers, including any parking area and pedestrian access-way between a street right-of-way and the establishment. For a business establishment that is part of a shopping center or shopping complex, "premises" shall include all business establishments in the shopping area center or complex and all areas used by the customers of those businesses in common, including all parking areas designated for use by the customers of the shopping center or complex.

Sec. 7.10.002 Offenses; Defenses.

- (a) A person commits an offense if he possesses a shopping cart at a location other than the premises of the retail establishment that owns the shopping cart.
- (b) It shall be unlawful to leave or abandon a shopping cart at a location other than the premises or parking area of the retail establishment that owns the shopping cart.
- (c) It is a defense to the prosecution under Subsection (a) above that the person was an owner, employee, or agent of the retail establishment that owns the shopping cart and was delivering, retrieving, or returning the shopping cart to the retail establishment.

Sec. 7.10.003 Requirements.

- (a) Every owner of a business establishment providing shopping carts to customers shall affix to the shopping cart a durable, all-weather, and legible decal identifying the name, address, and telephone number of the retail establishment. The decal must also state the following in legible letters:

"IT IS AN OFFENSE PUNISHABLE BY A FINE OF UP TO \$500 TO POSSESS THIS SHOPPING CART AT A LOCATION OTHER THAN ON THE PREMISES OF THE RETAIL ESTABLISHMENT THAT OWNS THIS SHOPPING CART."

- (b) Every owner of a business establishment providing shopping carts to customers must post signs at all entrances to the parking areas, in both English and Spanish, and in a conspicuous place near the business establishment's exit doors, informing customers that cart removal from the premises is prohibited and constitutes a violation of State and local law.

Sec. 7.10.004 Retrieval and impoundment by the City.

The City of Seagoville may retrieve and impound any abandoned shopping cart located on public property.

A shopping cart recovered by the City of Seagoville will be released to the owner, or designee, upon payment to the City of a recovery fee of fifteen (\$15.00) dollars per shopping cart.

Sec. 7.10.005 Disposal of abandoned shopping carts.

Shopping carts impounded shall be held for a period of not more than thirty (30) days to allow for retrieval by the owner or his designee. In the event the shopping carts are not reclaimed by the owner within such thirty (30) days period of impoundment, the City shall sell or dispose of the same.

Sec. 7.10.006 Enforcement authority.

The City Manager or designee(s) shall have the authority and powers necessary to determine whether a violation of this article exists and to take appropriate action to gain compliance with the provisions of this article and applicable state laws.

Sec. 7.10.007 Penalty.

Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense. Every day a violation continues shall constitute a separate offense.”

SECTION 2. If any section, article paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 3. That all provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. This Ordinance shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS THIS 7th day of MARCH, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

(;cdb 02/12/2016)

Agenda Item 15

Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Article 19.02, "Solid Waste", by repealing Section 19.02.007, "Placement for Collection", and replacing with a new Section 19.02.007 to provide for the location, day and times for placement of receptacles, small brush and large/bulky items; providing a severability clause; providing a savings clause; and providing an effective date.

BACKGROUND OF ISSUE:

This item has been placed on the agenda at the request of Councilmember Hernandez.

FINANCIAL IMPACT:

N/A

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 15-16

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING ARTICLE 19.02, SOLID WASTE, BY REPEALING SECTION 19.02.007, PLACEMENT FOR COLLECTION, AND REPLACING WITH A NEW SECTION 19.02.007 TO PROVIDE FOR THE LOCATION, DAY AND TIMES FOR PLACEMENT OF RECEPTACLES, SMALL BRUSH AND LARGE/BULKY ITEMS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 19.02.007 currently provides, in relevant part, "In areas where garbage or small brush or large/bulky items are collected from the street, the garbage receptacles shall be placed at the curblin no earlier than 6:00 p.m. of the date preceding that on which it is to be collected and no later than 7:00 a.m on the day of collection..."; and,

WHEREAS, Council desires to separate out the small brush and large/bulky items from the household garbage for the convenience of the citizens; and

WHEREAS, after discussion and consideration, the City Council determined that Section 19.02.007 should be repealed and replaced with a new Section 19.02.007 to provide for the location, day and times of placement for collection.

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

SECTION 1. That the Code of Ordinances of the City of Seagoville, Texas be, and the same is, hereby amended by amending Article 19.02, SOLID WASTE, by repealing Section 19.02.007, Placement for collection, and replacing with a new Section 19.02.007, which shall read as follows:

"CHAPTER 19. UTILITIES

....

ARTICLE 19.02 SOLID WASTE

Division 1. Generally

Sec. 19.02.007 Placement for collection

(a) Every owner, occupant, tenant or lessee of a dwelling or public building used for residential, business or commercial purposes shall be required to maintain or cause to be maintained constant supervision and surveillance over the garbage receptacles and small brush on his premises. In areas where garbage or small brush are collected from the street, the garbage receptacles shall be placed at the curblin no earlier than 6:00

p.m. of the date preceding that on which it is to be collected and no later than 7:00 a.m. on the day of collection, and shall be removed from the curblin no later than 8:00 p.m. on the day on which it is collected.

(b) Large brush shall be stacked loose with the large end facing the street in piles no taller than five (5) feet high and free of any foreign objects. Large brush and large/bulky items may be placed at the curblin no earlier than 7:00 a.m. on Saturday immediately preceding bulk collection week.”

SECTION 2. If any section, article paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 3. That all provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense.

SECTION 5. This Ordinance shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS THIS 7th day of MARCH, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

(:cdb 02/26/2016)

Agenda Item 16

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 17

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 18

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 19

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