



**SEAGOVILLE CITY COUNCIL
MEETING AGENDA
MONDAY, MARCH 21, 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. STAR Transit
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 County of Dallas to resell tax foreclosed properties located at 1012 Bowers Road and 407 Hitt Street, Seagoville, Texas, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.
- 3C. Approval of a Resolution declaring certain city property surplus and authorizing the City Manager to sell, trade or dispose of the property in accordance with the processes established in the Code of Ordinances; providing for repeal of any and all resolutions in conflict; providing for a severability clause; and providing for an effective date.
- 4C. Approval of a Resolution authorizing the City Manager to execute an Interlocal Agreement between the City of Seagoville and STAR Transit in the amount of Sixty-Three Thousand Four Hundred Fifty Dollars (\$63,450.00) for transportation services for senior citizens, disabled persons and the general public in the Seagoville area for Fiscal Year 2016; providing for repeal of any and all resolutions in conflict; providing for a severability clause; and providing for an effective date.

REPORTS/RECOMMENDATIONS/REQUESTS

5. Conduct a public hearing and discuss and consider an Ordinance amending the Comprehensive Zoning Ordinance and Map by granting a change in zoning from existing Commercial (C) to Commercial with a Special Use Permit (C-SUP) to allow for a church on Lots 3, 4 and part of Lot 5 of the B.M. Crawford addition and also found in the Henry D. Bohannon Survey, Abstract No. 178, Tract 26 and totaling approximately 0.192± acre and being more commonly known as 106 N. Kaufman Street, Seagoville, Dallas County, Texas; providing for special conditions; providing a severability clause; providing a penalty for violations hereof; providing a savings clause; and providing an effective date.
6. Discuss and consider a Resolution ratifying Seagoville Economic Development Corporation Resolution No. 01-2016 approving a Grant Agreement between the Seagoville Economic Development Corporation and the City of Seagoville for park improvements in the amount of Twenty-Seven Thousand Two Hundred Eighty-Four Dollars (\$27,284.00) at Bearden Park located at 500 May Road, Seagoville, Texas.
7. Discuss and consider a Resolution ratifying Seagoville Economic Development Corporation Resolution No. 02-2016 approving a Grant Agreement between the Seagoville Economic Development Corporation and the City of Seagoville for park improvements in the amount of Thirty-Two Thousand Eight Hundred Ninety-Five Dollars (\$32,895.00) at C.O. Bruce Central Park located at 1801 N. Highway 175, Seagoville, Texas.

AGENDA (cont'd)

8. Remove from Table; 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.

9. Discuss and consider amending Ordinance No. 14-16, Section 1 by amending Section 7.10.003, "Requirements", providing for the required signage for shopping carts and for the business establishment; 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.

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

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

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

13. Adjourn.

Posted Thursday, March 17, 2016 by 5:00 P.M.



Dara Crabtree, City Secretary

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

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

DATES TO REMEMBER

- Monday, March 28, 2016 @ 6:30 p.m., Town Hall Meeting Dr. Hinojosa.
- Monday, April 04, 2016 @ 7:00 p.m., City Council meeting.
- Monday, April 18, 2016 @ 7:00 p.m., City Council meeting.

Agenda Item 1C

Approval of minutes.

BACKGROUND OF ISSUE:

Approval of minutes for meetings held on March 7, 2016.

FINANCIAL IMPACT:

N/A

**CITY COUNCIL
WORK SESSION
MARCH 07, 2016**

The City Council held a work session on Monday, March 07, 2016 at 6:30 p.m. with a quorum present, to wit:

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

The following staff members were also present: City Manager Pat Stallings, Police Chief Ray Calverley, Finance Director Patrick Harvey, Community Development Director Ladis Barr, HR Director/Risk Manager Cindy Brown, Utilities Director Phil DeChant, City Attorney Alexis Allen and City Secretary Dara Crabtree.

ITEM 2. STAFF UPDATES.

Police Chief Calverley provided a PowerPoint presentation on the Southern Regional Response Group (SRRG).

ITEM 1. DISCUSSION OF AGENDA ITEMS.

ITEM 5C. Following a City Council inquiry, City Manager Stallings confirmed the Interlocal Agreement included the Robinwood Addition.

ITEM 10. Following a City Council inquiry, Community Development Director Barr confirmed the zoning change to require 2-car 400 square foot garages occurred in 2002.

ITEM 7. Following a City Council inquiry, SEDC Boardmember Harold Magill confirmed the contract had a 2 year guarantee or the search would be redone at no cost.

ITEM 8. Following a City Council inquiry, Finance Director Harvey confirmed the budget adjustment was for \$27,955.

ITEM 9. Following a City Council inquiry, Finance Director Harvey stated the water/sewer employees would receive a pay increase with all other full time employees receiving a one-time 1% retention pay. City Manager Stallings clarified General Fund employees vs. Water/Sewer Fund employees.

ITEM 11. Following a City Council inquiry, HR Director/Risk Manager Brown confirmed the ordinance included e-cigarettes and the council, if so desired, could amend the distance from a public entrance to 30' from 25'.

ITEM 12. Following a City Council inquiry, HR Director/Risk Manager Brown stated if the city put the ordinance in place regarding *jake braking*, they would be responsible for the cost of the signage not TxDOT.

ITEM 14. Discussion included: signage only on carts vs. in a conspicuous area inside; was this item a major problem; how many carts on average picked up (4-5 every 6 months); more of blight issue; and majority of carts were from Walmart with a few from Brookshires.

ITEM 15. Following a City Council inquiry, HR Director/Risk Manager Brown stated the ordinance would provide for bulk trash to be placed out the Saturday before the scheduled pick up week. City Manager Stallings clarified the bulk trash in the ordinance is more household items not storm related items.

ITEM 13. Following a City Council inquiry, City Manager Stallings stated code enforcement would ultimately handle items found on the ground next to the donation boxes and it would not cost any additional funds to regulate the proposed ordinance.

The work session was adjourned at 7:09 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**CITY COUNCIL
REGULAR MEETING
MARCH 07, 2016**

The City Council held a regular meeting on Monday, March 07, 2016 at 7:20 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 reminded everyone 3rd Saturday clean-up was March 16th from 8:00 a.m. – noon at the service center; and city offices will be closed March 25th in observance of Good Friday.

Mayor Childress presented a proclamation to the Seagoville North Elementary Seagoville Detectives recognizing their outstanding accomplishment of placing first at the regional *Destination Imagination* competition and advancing to the state competition.

Mayor Childress presented a proclamation to *Police Chief Calverley* recognizing the City of Seagoville being named 1 of 50 safest cities (ranked #23).

CITIZENS PUBLIC COMMENT PERIOD (items on the agenda).

Nancy Ashley, 1702 Parkhaven Street – commented on Agenda Item 11 including: health risk of second hand smoke; research confirmed by American Cancer Society and American Heart Association; cigarette smoke contains approximately 7,000 chemicals; no air filtration system can completely eliminate second hand smoke; concerns with third hand smoke; particulates remain for years, if not decades; e-vap and e-cigarettes pose same hazards; risk to employees who work in restaurants; not asking to take away rights – allow to smoke outside away from doorway; and 46 cities as of this week are now a smoke free environment.

Kay Kamm with American Cancer Society, 8900 Carpenter Freeway, Dallas, TX – commented on Agenda Item 11 including: Texas Smoke Free Coalition; commend the City Council on ordinance passed making city owned facilities including parks and city vehicles smoke free; encourage the City Council to make city-wide smoke free environment; employees should not have to put health in danger to earn a paycheck; this is a public health measure; smoke free policies save businesses money; and encourage the City Council to adopt the ordinance before them tonight.

Kelsey Berstein with American Heart Association, 7272 Greenville Avenue, Dallas, TX – commented on Agenda Item 11 including: every 34 seconds a heart attack occurs and every 40 seconds a stroke occurs; second hand smoke health concerns; study proved smoke free environment reduces hospitalizations; this is a huge step forward for a healthy city; no surrounding city who has gone smoke free has suffered economically; and ask the City Council to vote for the comprehensive ordinance tonight.

Marilyn Miller, 202 Mathis Street – commented on Agenda Item 11 including: supports ordinance considering tonight; family and friends health issues due to smoke; asthmatic residents; and smoke free city will save lives.

Linda Vineyard, 497 Thomas Trail – commented on Agenda Item 15 including: items she has out for bulk collection; insurance company coming to her residence; and will special requests for collection be allowed.

CONSENT AGENDA.

Councilmember Hernandez made a motion, seconded by Councilmember Epps, to approve Consent Agenda Items 1C through 6C. A vote was cast 5 in favor, 0 against.

- ITEM 1C.** Approve minutes for meetings held on February 01, 2016 and February 29, 2016.
- ITEM 2C.** Approval of Resolution No. 11-R-16 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.
- ITEM 3C.** Approval of Ordinance No. 06-16 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.
- ITEM 4C.** Approval of Ordinance No. 07-16 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.

ITEM 5C. Approval of Resolution No. 12-R-16 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.

ITEM 6C. Approval of Resolution No. 13-R-16 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.

ITEM 7. Councilmember Hernandez made a motion, seconded by Mayor Pro Tem Lemond, to approve Resolution No. 14-R-16 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. Discussion followed regarding guarantee. Councilmember Hernandez retracted his motion. Mayor Pro Tem Lemond retracted his second. Discussion continued. Councilmember Hernandez made a motion, seconded by Councilmember Howard, to table this item until the next meeting to receive clarification of the terms regarding the guarantee. A vote was cast 5 for, 0 against.

ITEM 8. Councilmember Hernandez made a motion, seconded by Mayor Pro Tem Lemond, to approve Ordinance No. 08-16 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. A vote was cast 5 for, 0 against.

ITEM 9. Councilmember Hernandez made a motion, seconded by Councilmember Howard, to approve Ordinance No. 09-16 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. A vote was cast 5 for, 0 against.

ITEM 10. Following a discussion, Councilmember Hernandez made a motion, seconded by Councilmember Fruin, to approve Ordinance No. 10-16 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 built prior 2002; 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 as amended to include parking on improved surface, a maximum height of twelve feet (12') and may not be allowed to enter through the rear of property if only accessible through an unimproved alley. A vote was cast 4 for, 1 against (Howard).

ITEM 11. Councilmember Howard made a motion, seconded by Councilmember Hernandez, to approve Ordinance No. 11-16 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. Discussion followed. A friendly amendment was requested by Councilmember Hernandez to amend the distance from a public entry requirement to 30' from 25'. Councilmember Howard agreed to the friendly amendment to his main motion. A vote was cast 5 for, 0 against.

ITEM 12. Following a discussion, Councilmember Epps made a motion, seconded by Councilmember Howard, to approve Ordinance No. 12-16 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. A vote was cast 5 for, 0 against.

ITEM 13. Following a discussion, Councilmember Epps made a motion, seconded by Councilmember Fruin, to approve Ordinance No. 13-16 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" 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. A vote was cast 5 for, 0 against.

ITEM 14. Following a discussion, Councilmember Hernandez made a motion, seconded by Councilmember Howard, to approve Ordinance No. 14-16 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. A vote was cast 5 for, 0 against.

ITEM 15. Following a discussion, Councilmember Hernandez made a motion, seconded by Councilmember Howard, to approve Ordinance No. 15-16 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. A vote was cast 4 for, 1 against (Fruin).

ITEM 16. COUNCILMEMBER REPORTS. No reports.

ITEM 17. CITIZEN COMMENTS. No one spoke.

ITEM 18. FUTURE AGENDA ITEMS.

Jose Hernandez – political sign placement (possible conflict with TxDOT) and Wildflower designation along Highway 175.

ITEM 19. The meeting adjourned at 8:32 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Agenda Item 2C

Approval of a Resolution authorizing the County of Dallas to resell tax foreclosed properties located at 1012 Bowers Road and 407 Hitt Street, Seagoville, Texas, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.

BACKGROUND OF ISSUE:

Dallas County is preparing for the resale of certain tax foreclosed properties for which Dallas County is Trustee for the taxing authorities.

Several parcels of land were offered for sale by the Sheriff of Dallas County, Texas, at public auction pursuant to a judgment of the District Court of Dallas County, Texas, for foreclosure of the tax liens securing payment of delinquent property taxes, accrued penalty and interest, and court costs. Those parcels of land which did not receive a sufficient bid as set by law were struck off to the County of Dallas and/or the City of Seagoville pursuant to Section 34.01(c) of the Property Tax Code. By this resolution, the County of Dallas, as Trustee for the City of Seagoville which did not receive a sufficient bid as set by law and may execute quitclaim deeds for said parcels conveying the right, title, and interest acquired or held by the City of Seagoville as a party to the judgment foreclosing tax liens.

FINANICIAL IMPACT:

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 15-R-16

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS
AUTHORIZING COUNTY OF DALLAS TO RESELL TAX FORECLOSED PROPERTIES
LOCATED AT 1012 BOWERS ROAD AND 407 HITT STREET BY PUBLIC OR PRIVATE
SALE, TO THE HIGHEST QUALIFIED PURCHASER, AS PROVIDED BY SECTION 34.05
OF THE TEXAS PROPERTY TAX CODE**

WHEREAS, this matter was briefed to the Seagoville City Council (“City Council”) on March 21, 2016, wherein the City Council agreed to use this form of Resolution to provide the County of Dallas consent to sell specific properties to the highest qualified purchaser by public or private sale; and

WHEREAS, several parcels of land were offered for sale by the Sheriff of Dallas County, Texas, at public auction pursuant to a judgment of the District Court of Dallas County, Texas, for foreclosure of the tax liens securing payment of delinquent property taxes, accrued penalty and interest, and court costs; and

WHEREAS, those parcels of land which did not receive a sufficient bid as set by law were struck off to the County of Dallas, the City of Seagoville and Dallas Independent School District (Taxing Authorities) pursuant to Section 34.01(j) of the Property Tax Code; and

WHEREAS, by this resolution, the County of Dallas, as Trustee for itself and the other Taxing Authorities is authorized to resell these struck off parcels of land, which did not receive a sufficient bid as set by law and to execute quitclaim deeds for said parcels conveying the right, title, and interest acquired or held by the City of Seagoville as a party to the judgment foreclosing tax liens, and

WHEREAS, the City of Seagoville desires to resell said parcel(s) in an expeditious manner pursuant to Section 34.05 of the Property Tax Code.

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

SECTION 1. That, the Seagoville City Council does hereby provide specific authorization to the County of Dallas to act as Trustee to offer for sale by public or private sale the parcels of land shown in Exhibit “A,” attached hereto and made a part hereof and the Seagoville City Council does hereby consent, in compliance with Section 34.05(i) of the Texas Property Tax Code to the sale of said parcels to the highest purchaser, even if the amount tendered is less than the market value of the land specified in the judgment of foreclosure or the total amount of the judgment against the property as is required by Section 34.05(h) of the Texas Property Tax Code, or in compliance with Section 34.05(j) of the Texas Property Tax Code for an amount equal to or greater than its current market value as shown by the most recent certified appraisal roll, if the sum of the amount of the judgment plus post-judgment taxes, penalties, and

interest owing against the property exceeds the market value, and each taxing unit entitled to receive proceeds of the sale consents to the sale for that amount.

SECTION 2. This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the law.

PASSED and APPROVED this 21st day of March, 2016 by the Seagoville City Council, Seagoville, Texas.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

******ATTACH EXHIBIT "A"******

EXHIBIT "A"

TAX FORECLOSURE PROPERTIES STRUCK OFF TO THE COUNTY OF DALLAS AS TRUSTEE FOR DALLAS I.S.D. AND CITY OF SEAGOVILLE

STREET ADDRESS	TAX ACCOUNT #	JUDGMENT CAUSE #	IMPROVED / UNIMP.	LAND SIZE (APPROX.)	JUDGMENT/ STRIKE OFF AMOUNT	MARKET VALUE SPECIFIED IN JUDGMENT	2015 DCAD VALUE	TAX YEARS INCLUDED IN JUDGMENT (COUNTY/CITY/ SCHOOL)	DATE OF SHERIFF'S SALE
1012 Bowers Rd., Seagoville	50032500040010000	TX-14-30835 4/1/2015 Comb. w/ TX-09-31670 6/30/2010	U (DCAD shows improvement)	75' x 150'	\$26,640.00	\$26,640	\$26,640	County: 1999-2014 City: 1999-2014 DISD: 1999-2014	02/02/16
407 Hitt St., Seagoville	65017813540450000	TX-14-30363 1/26/2015 Comb. w/ TX-08-31064 5/6/2010	U (DCAD shows improvement)	87' X 114' X 91' X 133'	\$41,136.14	\$57,000	\$57,000	County: 2004-2013 City: 2004-2013 DISD: 2004-2013	02/02/16

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3/9/2016 2:10 PM

Agenda Item 3C

Approval of a Resolution declaring certain city property surplus and authorizing the City Manager to sell, trade or dispose of the property in accordance with the processes established in the Code of Ordinances; providing for repeal of any and all resolutions in conflict; providing for a severability clause; and providing for an effective date.

BACKGROUND OF ISSUE:

On May 21, 2009, Council authorized a procedure for the sale of certain surplus property from various City Departments. City staff has identified additional property items that have outlived their useful life and are no longer of value to the City. Staff has compiled a list of these items and is seeking Council approval to sell, trade or dispose of these items as authorized by City Code.

The City will utilize Propertyroom.com for the sale of surplus City property. Propertyroom.com will pick up the equipment and transport the equipment to their auction lot to be sold. They will electronically catalog the equipment and place the equipment on their website for sale. The equipment will be marketed to a combined bidder base of over 2,300,000 people. Once the equipment is sold Propertyroom.com will process the payment, arrange for pickup of the equipment by the new owner, handle all bills of sale, title transfers, and licensing issues.

See Exhibit A for the list of property recommended to be declared surplus.

FINANCIAL IMPACT:

After the sale is complete, Propertyroom.com will pay the City a percentage of the sale. The percentage split is 87.5% to the City and 12.5% to Propertyroom.com.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 18-R-16

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, DECLARING CERTAIN CITY PROPERTY SURPLUS AND AUTHORIZING THE CITY MANAGER TO SELL, TRADE AND/OR DISPOSE OF IT IN ACCORDANCE WITH THE PROCESS ESTABLISHED IN THE CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes that in the normal course of providing municipal services, the various Departments will exhaust the useful life of its capital equipment, and other property that does not meet the capital equipment threshold, to the point where it is no longer cost effective to maintain and operate; and

WHEREAS, the above categories of property and equipment do not contribute to providing municipal services and need to be removed from City inventories and storage; and

WHEREAS, the City Council, according to the Code of Ordinances, declares the property more specifically described in Exhibit "A" as surplus property; and

WHEREAS, the City Secretary shall maintain inventory records of each item of surplus property sold or disposed of and the sale price of or destination of each item; and

WHEREAS, the City Council has determined that declaring this property as surplus is in the best interest of the City of Seagoville.

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

SECTION 1. The City Council declares the property specifically outlined in Exhibit "A", copies of which are attached hereto and made a part hereof for all purposes, as surplus property and authorizes the City Manager to sell, trade and/or dispose of the property according to law.

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

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

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 21st day of March, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit "A" to Resolution No. 18-R-16

Surplus/Salvage Property

Item #	Quantity	Description	Vehicle Identification #	Status - Location
1	1	1989 Ford FMC Fire Truck	1FDYD80U3KVA28773	Surplus - Service Center

Agenda Item 4C

Approval of a Resolution authorizing the City Manager to execute an Interlocal Agreement between the City of Seagoville and STAR Transit in the amount of Sixty-Three Thousand Four Hundred Fifty Dollars (\$63,450.00) for transportation services for senior citizens, disabled persons and the general public in the Seagoville area for Fiscal Year 2016; providing for repeal of any and all resolutions in conflict; providing for a severability clause; and providing for an effective date.

BACKGROUND OF ISSUE:

Mid-year FY2013 STAR Transit initially contracted with the City of Seagoville to provide for transportation services to Seagoville Senior citizens, disabled citizens and the general public. Fiscal Year 2015 STAR Transit provided 4,643 rides to Seagoville Citizens. STAR has performed well in providing the service and users rely on STAR to fulfill their transportation needs.

Staff recommends renewing the annual agreement with STAR Transit to provide transportation for our citizens, if the Council so desires.

FINANCIAL IMPACT:

The City of Seagoville's obligation will consist of monthly payments to STAR Transit in the amount of \$5,287.50. The annual cost for service totals \$63,450.00.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 19-R-16

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEAGOVILLE AND STAR TRANSIT IN THE AMOUNT OF SIXTY-THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$63,450.00) FOR TRANSPORTATION SERVICES FOR SENIOR CITIZENS, DISABLED PERSONS AND THE GENERAL PUBLIC IN THE SEAGOVILLE AREA FOR FISCAL YEAR 2016; PROVIDING FOR REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas (City) desires to enter in to an Interlocal Agreement with STAR Transit for a period of (12) months for Transportation Services for FY 2016; and

WHEREAS, the Interlocal Agreement provides, in part, that STAR Transit will provide Transportation Services to senior citizens, disabled persons and the general public; and

WHEREAS, the Interlocal Agreement will be for the term of October 1, 2015 through September 30, 2016; and

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the Interlocal Agreement and has determined it to be in the best interest of the City of Seagoville to enter into said Interlocal Agreement for transportation services.

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

SECTION 1: The City Manager is hereby authorized to execute an Interlocal Agreement with STAR Transit for the Fiscal Year 2016 in the amount of \$63,450.00, a copy of which is attached hereto and incorporated herein as Exhibit "A".

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 for 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 be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any

part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 4. This resolution shall take effect and be in force on October 1, 2015.

DULY PASSED AND APPROVED this the 21st day of March, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN STAR TRANSIT
AND CITY OF SEAGOVILLE, TEXAS**

This Interlocal Cooperative Agreement ("Agreement") is between STAR TRANSIT, ("STAR Transit") and the CITY OF SEAGOVILLE, Texas ("CITY"), each organized and existing under the laws of the State of Texas, and acting by, through and under the authority of their respective governing bodies. STAR Transit and the CITY may each be referred to as a "Party" to this Agreement and may be collectively referred to as "Parties" in this Agreement.

WITNESSETH

WHEREAS, STAR Transit is a Rural Transit District established pursuant to the authority of Chapter 458, Texas Transportation Code, as amended, with its headquarters in Terrell, Texas; and

WHEREAS, the CITY is a home rule municipality and local government entity located in Dallas County, Texas, and Kaufman County, Texas which has requested STAR Transit provide services; and

WHEREAS, the Agreement is made pursuant to and under the authority of the Interlocal Cooperation Act of 1971, as amended, and codified in Chapter 791 of the Texas Government Code (the "Act"); and,

WHEREAS, STAR Transit and the CITY are local governments as defined in §791.003 of the Act, and each are empowered by §791.011 of the Act to contract with each other to provide governmental functions and services including public and elderly transportation, the "Public Transit Service".

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

Incorporation of Recitals

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

ARTICLE II

Term

This Agreement shall be effective upon execution by both Parties and the initial term shall begin on October 1, 2015 and end on September 30, 2016, with services already in progress due to previous arrangements between the Parties. If not otherwise terminated in accordance with the provisions of Article V of this Agreement, this Agreement will automatically renew on a Fiscal year basis, for subsequent twelve (12) month terms starting on the first (1st) calendar day of October each year.

ARTICLE III

Rights, Duties and Responsibilities of STAR Transit

- 3.1 Board of Directors. STAR Transit is designated to supervise the performance of this Agreement and to operate the Public Transit Service within the CITY's territorial jurisdiction. Such operations shall be overseen solely by the STAR Transit Board of Directors.
- 3.2 Management Scope. STAR Transit shall perform the active direction of the Public Transit Services within and without the territorial jurisdiction of the CITY, including but not limited to planning, schedule preparation, dispatching, communications, customer service, accounting, public relations, and safety.
- 3.3 Administrative Functions. STAR Transit shall administer all properties, equipment, buses, vehicles, employees, facilities, maintenance, gasoline, repairs, replacements, services, expenditures, and resources necessary for safe, efficient, and effective operations. STAR Transit is also responsible for employing, furnishing and supervising the personnel necessary for the operation of the public transportation system.
- 3.4 Transit Vehicle Operators. Every vehicle providing Public Transit Service under this Agreement shall be operated by an operator duly licensed by the State of Texas to operate vehicles of the type and size being operated by such operator. Each operator shall be screened, employed and supervised by STAR Transit, and when on duty, shall be appropriately dressed in a uniform selected by STAR Transit.

- 3.5 Routes, Schedules, Fares. Routes, schedule and fares for riders shall be established by STAR Transit and shall be consistent with those throughout the STAR Transit system.
- 3.6 Transit Vehicles. STAR Transit shall use only such vehicles as are appropriate to provide the Public Transit Service. STAR Transit shall provide or cause to be provided all mechanical and other repairs, maintenance and upkeep necessary to maintain vehicles in good working order and in a clean, sanitary and safe condition.
- 3.7 Operating Costs Charged to CITY. STAR Transit shall charge for services and the CITY agrees to compensate STAR Transit for services based on the following:
- A. Bus service providing a total of ten (10) hours of in-service time, including pre- and post-trip time, on average each operating day. These operations shall include Public Transit Services for the Elderly and Disabled, access to the DART Buckner Light Rail Station, and Demand Response Services.
 - B. For the initial Fiscal Year, the average cost per hour shall be charged at Fifty Dollars and Seventy Six Cents (\$50.76).
 - C. For future Fiscal Years, the average cost per hour shall be charged at the current STAR Transit Public Transit Hourly Rate. The STAR Transit Board of Directors shall publish an annual cost of service letter with its upcoming Fiscal Year operating cost schedule no later than the first (1st) day of June each year and utilize that hourly rate to adjust amounts payable by CITY.
 - D. For the initial Fiscal Year, the Monthly Charge to CITY shall be calculated at five thousand two hundred eighty seven dollars and fifty cents (\$5,287.50). Within thirty (30) days of execution by both Parties, payment shall be due for the period from October 1, 2015 to the current month.
 - E. For future Fiscal Years, starting with the cost for operations in to be performed in November of 2016, STAR Transit shall invoice, and CITY agrees to pay, based on the up-to-date monthly calculation as described herein.
 - F. Additional Services. Any other special services requested by CITY and scheduled by STAR Transit, which is not covered under the specific monthly service terms of this Agreement shall be billed to CITY on the next available invoice by STAR Transit at the current charter rate as established by the STAR Transit Board of Directors.

- 3.8 Capital Cost Charge to CITY. STAR Transit represents that for the first two (2) Fiscal Years of operation, no additional vehicle acquisition or replacement costs or other capital expense item will be required from CITY. After the first two (2) Fiscal Years, if a new vehicle, vehicles, or other capital asset are needed and Regional, State, or Federal sources do not fully fund a suitable replacement vehicle, vehicles or other capital items in a timely manner, STAR Transit shall provide written notification of capital costs to CITY no later than the first (1st) day of June for capital costs to be due the following Fiscal Year. Such costs will be shared, pro rata, by the STAR Transit clients benefiting from the vehicles and/or capital items.
- 3.9 Marketing. STAR Transit will provide the CITY with service information for posting on the CITY Website and will advertise the services available within the City on the STAR Transit homepage. As part of its regular outreach programs, STAR Transit will market the Public Transit Service in a variety of media and locations likely to attract potential riders. STAR Transit shall maintain rights of final approval in all marketing materials.
- 3.10 Reporting. STAR Transit will provide the CITY a monthly summary of ridership data within thirty (30) days after the last day of the preceding month, an annual summary of ridership after the end of the STAR Transit Fiscal Year, a copy of the adopted Annual Budget, and a copy of the approved annual audit.
- 3.11 Contract Management. STAR Transit will pursue and apply for grant funding opportunities which may be applicable to and beneficial to the Agreement.
- 3.12 Permits. STAR Transit shall secure or cause to be secured, at its cost and expense, all permits and other governmental authorizations, which may be required to fulfill this Agreement.

ARTICLE IV

Rights, Duties and Responsibilities of the CITY

- 4.1 Payment for Service. CITY shall pay all invoices provided by STAR Transit under this Agreement within thirty (30) days of receipt. Such payments shall constitute a current expense of the CITY and shall not in any way be considered or construed to be a debt of the CITY's in

contravention of any constitutional, statutory, or charter provision. Any city paying for STAR Transit's services must make those payments with current revenues available and the CITY hereby affirms that funds to pay said payments to STAR Transit are available for the current Fiscal Year.

4.2 Parking. CITY agrees, upon written request, to permit STAR Transit to access, park, and store vehicles, as reasonably necessary, at a city-owned facility, designated by the CITY for such purpose.. In the event STAR Transit parks one or more of its vehicles on City property, STAR Transit does so at its own risk; the CITY shall not be liable for any damages or losses incurred by STAR Transit as a result of parking such vehicles on CITY property.

4.3 Promotions. The CITY shall promote services via CITY facilities in the method and manner chosen by the CITY, which may include advertisements on resident water bills, CITY Social Media Outlets, News Releases, CITY Website and additional promotional opportunities that become available during the duration of the Agreement. The CITY shall facilitate, as needed and within CITY budget constraints, the efforts of STAR Transit to market the Public Transit Services. CITY shall make all CITY generated marketing materials available for review and approval by STAR Transit.

ARTICLE V

Termination

5.1 Program Conclusion. During the initial term, but no later than June 30, 2016, either party may provide written notice of termination to be effective on September 30, 2016. During subsequent twelve (12) month terms, either party may provide written notice of termination no later than June 30 for the following Fiscal Year commencing on the first (1st) day of October.

5.2 Mutual Agreement. This Agreement may be terminated immediately at any time by a written agreement signed by both Parties setting forth the agreed termination date.

5.3 Termination due to Default. Termination due to Default must be preceded by (1) written notice stating specific provision violated in this Agreement, (2) a thirty (30) day period for cure and (3) a second notice of failure to cure and final termination. A Party shall be in default of this

Agreement if such Party fails to timely keep or perform any term, provision, covenant, or condition to be kept or performed by such Party under the terms of this Agreement and/or any other agreement now or hereafter existing between the Parties and such failure continues for thirty (30) days after written notice by the non-defaulting Party to the defaulting Party (a "Default"). Upon the occurrence of a Default, the non-defaulting Party shall have the right to terminate this Agreement by written notice to the defaulting Party and shall further have the right to exercise any and/or all other rights and/or remedies available to such Party at common law, by statute, in equity or otherwise pursuant to the laws of the State of Texas. In addition, CITY may terminate due to default if performance standards are not met or if CITY deems the operation of the service by STAR Transit is unreliable, unsafe or of poor quality.

- 5.4 Termination by Operation or Breach of Law. In the performance of this agreement, STAR Transit shall comply with all state, federal and local laws, regulations and standards. If the purpose or intent of this agreement is prevented or is contrary to any other law, including but not limited to section 458.012, Texas Transportation Code, this agreement shall be deemed null and void and of no force and effect. If the operation of the service by STAR Transit is in violation of any law or regulation that does not frustrate the purpose or intent of this agreement, or if repeated violations occur, the CITY may terminate the service immediately upon notice. Any pre-paid amounts for monthly service shall be immediately refunded to CITY.

ARTICLE VI

Responsible Party Provisions

- 6.1 Legal Liability. As a designated political subdivision, STAR Transit is a "governmental unit" as that term is defined in Chapter 101 of the Texas Civil Practice and Remedies Code. Therefore, the extent of STAR Transit's liability for actions arising out of the operation of a public transportation system shall be governed by Chapter 101 of the Texas Civil Practice and Remedies Code.
- 6.2 Limitation of Liability. To the extent authorized by the Constitution and laws of the State of Texas, the Parties agree that each Party shall be responsible for its own acts and omissions and the acts and omissions of its agents, representatives and employees in the performance of this Agreement. It is expressly understood and agreed by the Parties that neither Party shall be held

liable for the acts or omissions of the other Party or for the acts or omissions of the other Party's agents, representatives, or employees in the performance of this Agreement. Both parties shall hold harmless, indemnify and defend the other from and against any claims, damages, losses or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, injury or loss to any property, or economic loss, received or sustained by any person or persons, or property, directly or indirectly arising out of, or occasioned by the acts, omissions or conduct of the indemnifying party, without waiving the party's governmental, sovereign or other immunities or defenses available under Texas law and without waiving any defenses of the parties under Texas law.

- 6.3 Insurance. Each party shall maintain its own insurance in sufficient amounts to cover any occurrence or claim related to its responsibilities in delivering the Public Transit Services.
- 6.4 Immunity. In the execution and performance of this Agreement, the Parties do not waive, and neither Party shall be deemed to have waived, any immunity or defense that would otherwise be available to each Party as a local governmental entity and/or political subdivision of the State of Texas. Nothing in this Agreement shall be deemed or construed to created any right or interest in any person not a party to this Agreement, and there are no third-party beneficiaries hereof.
- 6.5 Survival. All provisions of this Article shall expressly survive the termination of this Agreement.

Article VII

Miscellaneous

- 7.1 Captions. The descriptive captions of this Agreement are for convenience of reference only and shall in no way define, describe, limit, expand or affect the scope, terms, conditions, or intent of this Agreement.
- 7.2 Compliance with Laws. STAR Transit and its officers, agents and employees shall comply with all applicable federal, state and local health, safety, disability, environmental and other laws, ordinances, rules and regulations in the performance of the Public Transit Service.

- 7.3 Powers. STAR Transit has all the powers of CITY necessary to operate its services. By way of illustration, but not for limitation, STAR Transit has the power to contract, to acquire and own real and personal property, and to accept and expend funds from government, legal entities and individuals. STAR Transit does not have the power to tax, to obligate CITY, to assess CITY, or to adopt ordinances or laws.
- 7.4 Force Majeure. STAR Transit shall not be liable to CITY for any failure, delay, interruption of service caused by acts of God, fire, snow, ice, flooding, tornado, utility outages, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, acts of terror, or any other cause beyond the reasonable control of STAR Transit and not attributable to any neglect or negligence on the part of STAR Transit. In the event of such occurrence, the time for performance of such services shall be suspended until such time that such inability to perform shall be removed. STAR Transit shall make all reasonable efforts to mitigate the effects of any such suspension or interruption of service and CITY shall not be entitled to any compensation for any such event.
- 7.5 Severability. The sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid, illegal, or unenforceable by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect the validity or enforceability of any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement and such remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid provision had never been included in the Agreement.
- 7.6 Notices. Any notice required or permitted to be given under the terms of this Agreement shall be in writing and shall be considered properly given if mailed by United States mail, certified mail, return receipt requested, in a postage paid envelope addressed to the Party at the address set forth below, or by delivering same in person to the intended addressee by hand delivery or by a nationally recognized courier service such as Federal Express or United Parcel Service. Notices mailed by certified mail as set forth above shall be effective upon deposit in the United States mail. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that any Party shall have the right to change such Party's address for notice purposes by giving the other Party at least thirty (30) days prior written notice of such change of address in the manner set forth herein:

STAR Transit: STAR Transit;
Attn: Executive Director
P.O. Box 703
Terrell, TX 75160

CITY: CITY of Seagoville;
Attn: City Manager
702 North Highway 175
Seagoville, TX 75159

- 7.7 Entire Agreement. This Agreement, together with all attachments hereto, sets forth the entire Agreement between the Parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement.
- 7.8 Modification. This Agreement may only be revised, modified, or amended by a written document signed by STAR Transit and the CITY. Oral revisions, modification, or amendments are not permitted.
- 7.9 Waiver. All waivers, to be effective, must be in writing and signed by the waiving party. No failure by either Party to insist upon the strict or timely performance of any covenant, duty, agreement, term, or condition of this Agreement shall constitute a waiver of any such covenant, duty, agreement, term, or condition. No delay or omission in the exercise of any right or remedy accruing to either Party upon a breach of this Agreement shall impair such right or remedy or be construed as a waiver of any such breach or a waiver of any breach theretofore or thereafter occurring.
- 7.10 Authority. Each Party represents and warrants to the other that this Agreement has been authorized by the governing body of such Party and that each such Party has the full power and authority to enter into and fulfill its obligations under this Agreement. Each person signing this Agreement represents that such person has the authority to sign this Agreement on behalf of the Party indicated.

7.11 Assignment. This Agreement shall not be assigned or transferred by either Party without prior written consent of the other Party, which consent shall not be unreasonably withheld.

7.12 Independence. The Parties are acting herein as independent contractors and independent employers. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the Parties and no Party shall have the authority to bind the other in any respect. Nothing in this Agreement prevents STAR Transit from pursue contracting opportunities to provide any services with other public and private entities within the CITY or outside the CITY.

7.13 Effective Date. This Agreement shall not be effective unless and until it is executed by both STAR Transit and the CITY. "Effective Date" as used herein shall mean the later of the two dates this Agreement is executed by STAR Transit and the CITY.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized agents, officers, and/or officials on the dates set forth below.

CITY OF SEAGOVILLE, TX

STAR TRANSIT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

STAR Transit
Terrell, TX United States

Certificate Number:
2016-24354

Date Filed:
03/10/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Seagoville

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

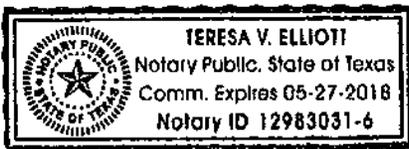
STAR Transit Contract
Public Transportation Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ashley Ando, this the 10th day of March, 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature]
Signature of officer administering oath

Teresa V. Elliott
Printed name of officer administering oath

Executive Assistant
Title of officer administering oath

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

**RECEIVED BY
CITY OF SEAGOVILLE
MAR 10 2016
CITY SECRETARY'S OFFICE**

1 Name of vendor who has a business relationship with local governmental entity.

STAR Transit

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 
Signature of vendor doing business with the governmental entity

3/10/16
Date

Agenda Item 5

Conduct a public hearing and discuss and consider an Ordinance amending the Comprehensive Zoning Ordinance and Map by granting a change in zoning from existing Commercial (C) to Commercial with a Special Use Permit (C-SUP) to allow for a church on Lots 3, 4 and part of Lot 5 of the B.M. Crawford addition and also found in the Henry D. Bohannon Survey, Abstract No. 178, Tract 26 and totaling approximately 0.192± acre and being more commonly known as 106 N. Kaufman Street, Seagoville, Dallas County, Texas; providing for special conditions; providing a severability clause; providing a penalty for violations hereof; providing a savings clause; and providing an effective date.

BACKGROUND OF ISSUE:

In accordance with the law, a public hearing was held before the Planning & Zoning Commission March 8, 2016, applicant David L. Abney was requesting a zoning change from Commercial (C) to Commercial with a Special Use Permit (C-SUP) to allow a church on approximately 0.192 ± acres located at 106 N. Kaufman Street.

Nineteen (19) notices were mailed to the surrounding property owners within 200 feet of the subject property. No notices were received from property owners, in favor or opposition to the request. Eddie Hibdon, 4952 E. Highway 243, Kaufman, Texas spoke in favor of the request at the public hearing. No one spoke in opposition of the request.

The existing zoning and land use of the immediately surrounding properties are as follows:

<u>Direction</u>	<u>Existing Zoning</u>	<u>Existing Land Use</u>
North	Commercial	Trucking Co. (Roadrunner Intermodel Services)
South	Commercial	SEDC Office and Barber Shop
East	Commercial	Vacant Building and Land
West	Commercial	Mechanic Shop (Quality Auto Service)

The Planning & Zoning Commission voted 5 in favor, 0 against to approve the zoning change from Commercial (C) to Commercial with a Special Use Permit (C-SUP) for a church.

Staff recommends approval of the attached Ordinance granting a change in zoning from Commercial (C) to Commercial with a Special Use Permit (C-SUP) to allow for a church, if the Council should so desire.

FINANCIAL IMPACT:

N/A

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 16-16

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM EXISTING COMMERCIAL (C) TO COMMERCIAL WITH A SPECIAL USE PERMIT (C-SUP) TO ALLOW FOR A CHURCH ON LOTS 3, 4 AND PART OF LOT 5 OF THE B.M. CRAWFORD ADDITION AND ALSO FOUND IN THE HENRY D. BOHANNAN SURVEY, ABSTRACT NO 178, TRACT 26 AND TOTALING APPROXIMATELY 0.192+ ACRE AND BEING MORE COMMONLY KNOWN AS 106 N. KAUFMAN STREET, SEAGOVILLE, DALLAS COUNTY, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission and the governing body of the City of Seagoville, Texas, in compliance with the laws of the State of Texas and pursuant to the Comprehensive Zoning Ordinance of the City of Seagoville, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that the Zoning Request Z 2016-04 for C-SUP for a church should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended.

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas, duly passed by the governing body of the City of Seagoville, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning from Commercial (C) to Commercial with a Special Use Permit (C-SUP) to allow for a church on Lots 3, 4 and part of Lot 5 of the B.M. Crawford Addition and also found in the Henry D. Bohannon Survey, Abstract No 178, Tract 26 and totaling approximately 0.192+ acre and being more commonly known as 106 N. Kaufman Street, Seagoville, Dallas County, Texas.

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

A. The property may be used as a church and for religious worship and ancillary related uses and shall otherwise be used only in the manner and for the purpose provided for by the Seagoville Zoning Ordinance, and the regulations imposed within the Commercial zoning district, as heretofore amended, and as amended herein, and that the use and development of the property herein shall be in accordance with building regulations, zoning ordinances, and any applicable ordinances except as may be specifically altered or amended herein.

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

SECTION 4. 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 unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 5. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6. This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON THIS 21st DAY OF MARCH, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY
(cdb 03/14/2016)

EXHIBIT "A"
(Site Plan)

Zoning Request #Z2016-04
(106 North Kaufman Street)



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

DISCLAIMER

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

Note: Subject property outlined in red above.

Seagoville

ZONING APPLICATION
CITY OF SEAGOVILLE
City of Seagoville, Texas

PAID

FEB - 4 2016

ANTICIPATED MEETING DATES: P&Z: 3-8-2016 City Council: 3-21-2016

DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required): _____

Application Type:

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

Name of Subdivision or Project: _____
Physical Location of Property: 106 N. Kaufman St., Seagoville TX 75159
[General Location – approximate distance to nearest existing street corner.]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description): _____
BMCRAWFORD LOTS 3, 4 & PT L5 ABST M8 TR 26 ACSO.192
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: .0192 **Existing Zoning:** C **Requested Zoning:** C W/SUP FOR CHURCH
[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: DAVID L. ABNEY Applicant of Owner (circle one)
Contact Person: MADGE CORNELL **Title:** _____
Company Name: _____
Street/Mailing Address: 316 W. SIMMONS **City:** Seagoville **State:** TX **Zip:** 75159
Phone: (972) 287-4466 **Fax:** (972) 287-3883 **E-mail Address:** daveabney@dla-inc.com
biz

Engineer / Representative's Name: DENNIS CHILDRESS
Contact Person: SALE **Title:** PASTOR
Company Name: THE WAY
Street/Mailing Address: 106 N. KAUFMAN ST **City:** Seagoville **State:** TX **Zip:** 75159
Phone: _____ **Fax:** (972) 287-0177 **E-mail Address:** _____

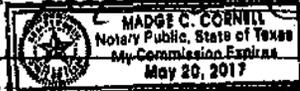
I hereby certify that I am the Owner, or the duly authorized agent of the Owner (proof of authorization attached), for the purposes of this application, and that all information submitted herein is complete, true and correct to the best of my knowledge. I understand that submitting this application does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

Signed: [Signature] Title: Owner Date: 2-4-16

SUBSCRIBED AND SWORN TO before me, this the 4 day of February, 2016
[Month] [Year]

Notary Public in and for the State of Texas: [Signature]

My Commission Expires On: _____



[seal]

Office Use Only: Date Rec'd: 2-4-16 Fee Paid: \$ 300.00 Check #: Cash Receipt #: 406832
Zoning Case # 22016-04 Accepted By: CK Official Submittal Date: 2-4-2016



MINUTES

FOR THE

SEAGOVILLE PLANNING AND ZONING COMMISSION

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

Tuesday, March 8, 2016

in the Council Chambers of City Hall,
located at 702 N. Highway 175 – Seagoville, Texas

- I. Chairperson Perez declared a quorum present and called the meeting to order at 6:31 p.m.

Commissioners present: Vice-Chairperson James Sudduth
Commissioner Carl Polnac
Commissioner Dee Thompson
Chairperson Alexandria Perez
Commissioner Errik Watson (arrived at 6:34 p.m.)

Commissioners absent: Commissioner Catherine Braggs
Commissioner Gary Adams

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

- II. Chairperson Perez gave the invocation and the commissioners led in the reciting of the Pledge of Allegiance.
- III. Commissioner Polnac made a motion, seconded by Commissioner Thompson, to approve the minutes for the meeting held on February 23, 2016. A vote was cast 2 in favor, 0 against and 2 abstained due to their absences from that meeting.
- IV. None.
- V.A. Chairperson Perez opened the public hearing at 6:33 p.m. to hear the request (#Z2016-04) of David L. Abney to amend the existing Commercial (C) zoning to to Commercial with a Special Use Permit (C-SUP) to allow for a church on Lots 3, 4 and part of Lot 5, of the B. M. Crawford Addition and also found in the Henry D. Bohannon Survey, Abstract No. 178, Tract 26 totaling 0.192± acre, more commonly known as 106 North Kaufman Street in Seagoville, Texas; and amend

the Comprehensive Land Use Plan. Eddie Hibdon – 4952 East Highway 243, Kaufman, Texas 75142 – spoke on behalf of the church and in favor of the zoning request. No one spoke in opposition to the zoning request. Chairperson Perez closed the public hearing at 6:37 p.m.

After holding a discussion, Vice-Chairperson Sudduth made a motion, seconded by Commissioner Watson, to recommend approve of Zoning Request #Z2016-04 to the City Council. After further discussion, a vote was cast 5 in favor, 0 against.

VI. The meeting was adjourned at 6:53 p.m.

ALEXANDRIA PEREZ
CHAIRPERSON

ATTEST:

CINDY KINTZ, PLANNING TECHNICIAN AND
PLANNING AND ZONING COMMISSION LIAISON



February 12, 2016

VIA_email – News@SuburbiaNews.com

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

Please publish the legal notice as shown below in the **February 18, 2016** issue of your newspaper. Thank you!

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

**NOTICE OF A PUBLIC HEARING BEFORE THE CITY OF SEAGOVILLE
PLANNING & ZONING COMMISSION
ZONING CASE #Z2016-04**

A public hearing will be held before the Planning & Zoning Commission on Tuesday, March 8, 2016 at 6:30 p.m. in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, on a zoning request by David L. Abney to establish a Specific Use Permit (SUP) to allow for a church and amending the Comprehensive Land Use Plan.

The subject property is located on the north side of North Kaufman Street with the physical address of 106 North Kaufman Street in Seagoville, Texas (Legal Description: Lots 3 & 4 and Part of Lot 5, of the B. M. Crawford Addition and also found in the Henry D. Bohannan Survey, Abstract No. 178, Tract 26 totaling 0.192 acre of land).

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

CITY OF SEAGOVILLE
Cindy Kintz
Planning and Zoning

**Zoning Request #Z2016-04
(106 North Kaufman Street)**

SERGIO HERNANDEZ &
ANTONIA M HERNANDEZ
1430 COMBINE ROAD
SEAGOVILLE, TX 75159-0000

M E CHURCH SOUTH
101 SOUTH KAUFMAN STREET
SEAGOVILLE, TX 75159-3101

FIRST UNITED METHODIST
CHURCH OF SEAGOVILLE
101 SOUTH KAUFMAN STREET
SEAGOVILLE, TX 75159-3101

METHODIST CHURCH SEAGOVILLE
101 SOUTH KAUFMAN STREET
SEAGOVILLE, TX 75159-3101

DOUBLE CORPORATION OF
DALLAS THE
1500 CEDAR GROVE ROAD
CONLEY, GA 30288-1204

TOMAINO PPTIES LP
% J & J ENTERPRISES
2626 COLE AVENUE, SUITE 606 LB8
DALLAS, TX 75204-0825

REEVES GROUP LTD
2601 NORTH CARROLL AVENUE
DALLAS, TX 75204-3009

REEVES GROUP LTD
2601 NORTH CARROLL AVENUE
DALLAS, TX 75204-3009

JULIO TORRES
210 NORTH KAUFMAN, SUITE #A
SEAGOVILLE, TX 75159-3740

GARY E. & SARAH WILSON
108 NORTH KAUFMAN STREET
SEAGOVILLE, TX 75159-3738

HECTOR HERRERA
1805 BALMORAL DRIVE
CARROLLTON, TX 75006-7313

SEAGOVILLE ECONOMIC DEV CORP
105 NORTH KAUFMAN STREET
SEAGOVILLE, TX 75159-3737

SEAGOVILLE ECONOMIC DEV CORP
105 NORTH KAUFMAN STREET
SEAGOVILLE, TX 75159-3737

SEAGOVILLE ECONOMIC DEV CORP
105 NORTH KAUFMAN STREET
SEAGOVILLE, TX 75159-3737

HECTOR D. HERRERA
1805 BALMORAL DRIVE
CARROLLTON, TX 75006-7313

TIM & ELIZABETH RAMSEY
307 NORTH WATSON STREET
SEAGOVILLE, TX 75159-3565

SEAGOVILLE ECONOMIC DEV CORP
702 NORTH U.S.HIGHWAY 175
SEAGOVILLE, TX 75159-1774

SEAGOVILLE ECONOMIC DEV CORP
702 NORTH U.S. HIGHWAY 175
SEAGOVILLE, TX 75159-1774

HARTIS HOLDINGS LLC
570 SHEPHERD ROAD
COMBINE, TX 75159-6002

I, Planning Technician Cindy Kintz, do solemnly swear that the nineteen (19) property owners listed above were sent a property owner notice on Zoning Request #Z2016-04 on the subject property commonly known as 106 North Kaufman Street on Friday afternoon, **February 26, 2016** and placed in the out-going United States Post Office box located at the rear entrance of city hall next to the night drop box for the utility (water) bill payments per City Secretary Dara Crabtree.


Signature: Cindy Kintz

Note: The city's notice was provided to City Secretary Dara Crabtree.



February 29, 2016

VIA email – News@SuburbiaNews.com

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

Please publish the legal notice as shown below in the **March 3, 2016** issue of your newspaper. Thank you!

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

NOTICE OF A PUBLIC HEARING BEFORE THE CITY OF SEAGOVILLE
CITY COUNCIL
ZONING CASE #Z2016-04

A public hearing will be held before the Seagoville City Council on Monday, March 21, 2016 at 7:00 p.m. in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, on a zoning request by David L. Abney to amend the existing Commercial (C) zoning to Commercial with a Special Use Permit (LR-SUP) to allow for a church and amend the Comprehensive Land Use Plan.

The subject property is located on the north side of North Kaufman Street with the physical address of 106 North Kaufman Street in Seagoville, Texas (Legal Description: Lots 3 & 4 and Part of Lot 5, of the B. M. Crawford Addition and also found in the Henry D. Bohannon Survey, Abstract No. 178, Tract 26, totaling 0.192 acre of land).

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

CITY OF SEAGOVILLE
Dara Crabtree
City Secretary

Cindy Kintz
Planning and Zoning

Agenda Item 6

Discuss and consider a Resolution ratifying Seagoville Economic Development Corporation Resolution No. 01-2016 approving a Grant Agreement between the Seagoville Economic Development Corporation and the City of Seagoville for park improvements in the amount of Twenty-Seven Thousand Two Hundred Eighty-Four Dollars (\$27,284.00) at Bearden Park located at 500 May Road, Seagoville, Texas.

BACKGROUND OF ISSUE:

At the SEDC regular meeting held on March 14, 2016, a public hearing was conducted for consideration of a Grant with the City of Seagoville in the amount of \$27,284.00 for the purpose of resurfacing a parking lot at Bearden Park located at 500 May Road.

Community Development Director Ladis Barr spoke in favor of the request and no one spoke in opposition. The SEDC Board voted 6-0 in favor of the grant.

Resurfacing the parking lot will improve the overall appearance of the park as well as provide a better parking surface. Approximately 7,058 square yards of crushed asphalt will be applied to the parking lot.

Staff recommends approval of the Grant Agreement, if the Council should so desire.

FINANCIAL IMPACT:

Funding is available in the SEDC budget (Quality of Life Projects) for this expense.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 20-R-16

A RESOLUTION RATIFYING SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION RESOLUTION NO. 01-2016 APPROVING A GRANT AGREEMENT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF SEAGOVILLE FOR PARK IMPROVEMENTS IN THE AMOUNT OF TWENTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-FOUR DOLLARS (\$27,284.00) AT BEARDEN PARK LOCATED AT 500 MAY ROAD, SEAGOVILLE, TEXAS.

WHEREAS, the City Council has the desire to enhance the City's park system by the resurfacing of the parking lot at Bearden Park; and

WHEREAS, the Seagoville Economic Development Corporation (SEDC) has indicated their desire to fund such a project by conducting a public hearing in accordance with State Statute and authorizing a Project Agreement; and

WHEREAS, finding that no petition signed by 10 percent of the registered voters of the city calling for an election was received by the City Secretary within sixty (60) days after first publishing notice of this project, and

WHEREAS, the City Council has reviewed the attached Grant Agreement and finds that it is in the best interest of the City of Seagoville.

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

SECTION 1. The City Council hereby approves the Seagoville Economic Development Corporation project and authorizes the City Manager to execute said Grant Agreement, attached along with SEDC Resolution No. 01-2016 and hereto incorporated herein as Exhibit "A", and made a part hereof for all purposes, with the Seagoville Economic Development Corporation for the resurfacing of a parking lot located at Bearden Park, 500 May Road, Seagoville, Texas in an amount of Twenty-Seven Thousand Two Hundred Eighty-Four Dollars (\$27,284.00).

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

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

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, on this the 21st day of March, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION
RESOLUTION NO. 01-2016**

A RESOLUTION OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION TO EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF SEAGOVILLE, TEXAS, FOR PARKING LOT RESURFACING IN AN AMOUNT OF, TWENTY-SEVEN THOUSAND, TWO HUNDRED AND EIGHTY-FOUR DOLLARS (\$27,284.00); LOCATED AT BEARDEN PARK BALL FIELD, 500 MAY ROAD, SEAGOVILLE, TEXAS, AUTHORIZING THE BOARD CHAIR TO EXECUTE, PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (SEDC) authorized, by the Development Corporation Act of 1979, Chapter 505 et seq., Texas Local Government Code, providing for a grant to the City of Seagoville, Texas for the construction and installation of enhancements located at Bearden Park, 500 May Rd, Seagoville, Texas in the amount of Twenty-Seven Thousand, Two Hundred and Eighty-Four Dollars (\$27,284.00).

WHEREAS, the SEDC, has determined that the project described herein will further the purposes for which the SEDC was created; furthering job creation and expanding the city's property and sales tax base and benefit the City of Seagoville's Quality of Life.

WHEREAS, the SEDC has determined that the project will provide quality of life benefit to the citizens of Seagoville.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION:

SECTION 1. That the SEDC hereby approves the Park Improvement Grant Agreement, which is incorporated herein for all purposes and attached hereto as Attachment "A", for improvement and enhancements to the Park Practice and Athletic Field at Bearden Park, in an amount of Twenty-Seven Thousand and Two Hundred and Eighty-Four Dollars (\$27,284.00), in accordance with the terms and conditions set forth therein; and to authorize the Board of Director Chairperson to execute the same on behalf of the corporation.

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

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

SECTION 4. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved and approved by the City Council as required by law.

DULY APPROVED by the Board of Directors of the Seagoville Economic Development Corporation on this 14th day of March, 2016.

APPROVED:

Dr. Don Cole

BOARD CHAIR

ATTEST:

Barbara Sherman

BOARD SECRETARY

APPROVED AS TO FORM:

CORPORATION ATTORNEY

ARTICLE II

Term

This Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

ARTICLE III

Grants

3.1 Amount of Grants. Subject to the City's satisfaction of all terms and conditions of this Agreement, the SEDC agrees to provide a grant in an amount that shall not exceed Twenty-Seven Thousand and Two Hundred and Eighty-Four Dollars (\$27,284.00) for the resurfacing of parking lot(s) located at Bearden Park, (hereinafter "Improvements").

3.2 Payment of Grants. The Grant shall be paid no later than sixty (60) days following the Effective Date of the Agreement.

3.3 Consideration for the Grants. The SEDC's agreement herein is in consideration of, and entered on the condition that the City construct the Improvements, more particularly located at Bearden Park, 500 May Rd., Seagoville, Texas 75159. The City agrees to complete the project within one hundred and twenty (120) days following the Effective Date of the Agreement.

3.4 Appropriations. The Annual Grants made hereunder shall be paid solely from lawfully available funds that have been appropriated by the SEDC. Under no circumstances shall the SEDC's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the SEDC shall have no obligation or liability to pay any portion of the Grant unless the SEDC appropriates funds to make such payment during the budget year in which the Grant are payable.

Article IV

Termination

This Agreement shall terminate upon any one of the following:

- (a) by written agreement of the parties;
- (b) upon completion of the Improvements; or
- (c) by either party in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof in accordance with this Agreement.

Article V
Miscellaneous

5.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

5.2 Limitation on Liability. It is understood and agreed between the Parties that the SEDC and the City, in satisfying the conditions of this Agreement, have each acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

5.3 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

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

If intended for the City, to:

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

With copy to:

Alexis G. Allen
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for the SEDC, to:

Chairperson
Seagoville Economic Development Corporation
105 N. Kaufman Street
Seagoville, Texas 75159

5.5 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in 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. This Agreement supersedes any prior Agreements between the Parties on the same matter.

5.6 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

5.7 Amendment. This Agreement may only be amended by the mutual written agreement of the parties. The SEDC Chairman of the Board and the City Administrator of the City are authorized to execute any amendments to this Agreement or any instruments related hereto.

5.8 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.9 Successors and Assigns. This Agreement may not be assigned without the prior written consent of the other party.

5.10 Recitals and Exhibits. The exhibits attached hereto and recitals to this Agreement are incorporated herein.

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

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

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

Signature Page to Follow

SIGNED AND AGREED this the _____ day of _____, 2016.

CITY OF SEAGOVILLE, TEXAS

By: _____
City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

SIGNED AND AGREED this the _____ day of _____, 2016.

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

By: Dr. Don Cole
Chairman of the Board



OFFICE OF THE CITY MANAGER
CITY OF SEAGOVILLE, TEXAS
702 N. HIGHWAY 175, SEAGOVILLE, TEXAS 75159
972.287.2050

Patrick Stallings, City Manager
Email: pstallings@seagoville.us
Direct Dial: 972.287.6807

MEMORANDUM

TO: S.E.D.C. Board of Directors

FROM: Patrick Stallings, City Manager

RE: Quality of Life City Park Project for Parking Lot Repairs at Bearden Park

DATE: March 9, 2016

Thank you for allowing the City to apply for a Quality of Life Grant Project for necessary repair of the existing parking lot at Bearden Park on May Road. This park serves the greater Seagoville community by providing youth baseball and softball fields. The parking lot is in need of repair and funds to complete the project are not allocated in the current funding year.

Attached, you will find a formal Seagoville Economic Development Corporation Grant Application for City Park Projects, along with a quote for construction provided by our Dallas County Road and Bridge District. If approved, this project will cost \$27,284, and will be completed by Dallas County under our current Interlocal Agreement for projects. Because this project is proposed to be completed by Dallas County under the authority of an Interlocal Agreement, it fulfills state purchasing laws, and the requirement for three (3) quotes is waived.

Again, thank you for the opportunity to apply for this grant.

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION
GRANT APPLICATION
CITY PARK PROJECTS**

Date of Application 02-24-2016

Applicant for Grant: CITY OF SEAGOVILLE Department Parks
Address 702 N. HWY 175 State TX Zip 75159
Contact Person Ladis Barr Telephone: (972) 287-2050

This Grant request is intended to improve the quality of life, retain existing businesses, promote new business growth, create new jobs or expand the tax base of the City of Seagoville, Texas

Amount of Grant Request: \$ 27,284.00

NAME OF PROJECT Bearden Park Parking Lot
LOCATION OF PROJECT Bearden Park, 500 May Rd., Seagoville, TX 75159

DESCRIPTION OF PROJECT The current parking lot at Bearden Park is in need of repair. This project will repair the parking lot and make our customers visits to the park more attractive. Dallas County Road and Bridge will be used to complete the project.

PROJECT CONTRACTOR CITY OF SEAGOVILLE
ADDRESS 702 N. HWY 175 CITY SEAGOVILLE TX 75159

PROJECT ENGINEER Ladis Barr
ADDRESS 702 N. Highway 175 CITY Seagoville

PLEASE DESCRIBE HOW THIS PROJECT WILL BE A BENEFIT TO THE COMMUNITY. DESCRIBE THE INTENDED USES OF THE PROJECT AS WELL AS INTENDED USERS AND OTHER INFORMATION THAT WOULD DEMONSTRATE THE NEED FOR THIS PROJECT. The parking lot at Bearden Park is in need of repair. Completion of this project will provide a new better parking surface for our customers to park on and improve the overall look of the Park.

PROJECT DEVELOPMENT COST SUMMARY

1) Land Acquisition	\$ N/A
2) Site Preparation	\$ N/A
3) Professional Services	\$ N/A
4) Personnel/Labor	\$ N/A
5) Contract Labor	\$ 14,560.00
6) Materials	\$ 5,000.00
7) Equipment / Furnishings	\$ 7,724.00
8) Other (Describe)	\$ N/A

TOTAL PROJECT DEVELOPMENT COST \$ 27,284.00

Other funds to be used in this project \$ N/A
Amount of funding requested from SEDC \$ 27,284.00

TOTAL FUNDS AVAILABLE FOR THIS PROJECT \$ 27,284.00

Schedule of funding payment (s) requested by applicant One time payment upon the completion of the project.

A letter of Acceptance of the Project from the City will be required upon completion of the Project along with copies of paid invoices for various costs of the completed project for records of SEDC.

The Seagoville Economic Development Corporation reserves the right to request, receive and evaluate additional information from the applicant before a decision is made on this request.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief

Applicant Patrick Stallings
TITLE City Manager, City of Seagoville

DATE 02-24-2016

THIS APPLICATION RECEIVED BY _____
ON _____

(SEDC Grant Application revised April 2009.)

01-05-2016

EXHIBIT A

BEARDEN PARK
ADD SALVAGE BASE/MILLINGS SPREAD AND COMPACT
385' LONG X 165' WIDE 7,058 SY.

EQUIPMENT	HRS	PER HOUR	TOTAL
MAINTAINER	60	\$25.00	\$1,500.00
COMPACTOR	40	\$26.00	\$1,040.00
PNEUMATIC ROLLER	30	\$20.00	\$600.00
IRON WHEEL ROLLER	30	\$24.00	\$720.00
WATER TRUCK	30	\$18.00	\$540.00
EQUIPMENT MOVER	8	\$18.00	\$144.00
PICK UP	60	\$5.00	\$300.00
14 CY TRUCK	140	\$15.00	\$2,100.00
FRONT END LOADER	20	\$39.00	\$780.00
		TOTAL EQUIPMENT	\$7,724.00

SALVAGE BASE/MILLINGS	1000 CY	\$5.00 PER CY.	\$5,000.00
		TOTAL MATERIAL	\$5,000.00

LABOR	520 HRS.	\$28.00 PER HOUR	\$14,560.00
		TOTAL PROJECT	\$27,284.00

CITY TO FURNISH WATER AND ALL UTILITY LOCATES.

LOCATES MUST BE RENEWED AS NEEDED.

IF YOU NEED FURTHER INFORMATION PLEASE CALL 972.225.2378.

Agenda Item 7

Discuss and consider a Resolution ratifying Seagoville Economic Development Corporation Resolution No. 02-2016 approving a Grant Agreement between the Seagoville Economic Development Corporation and the City of Seagoville for park improvements in the amount of Thirty-Two Thousand Eight Hundred Ninety-Five Dollars (\$32,895.00) at C.O. Bruce Central Park located at 1801 N. Highway 175, Seagoville, Texas.

BACKGROUND OF ISSUE:

At the SEDC regular meeting held on March 14, 2016, a public hearing was conducted for consideration of a Grant with the City of Seagoville in the amount of \$32,895.00 for a splash pad shade cover.

Community Development Director Ladis Barr spoke in favor of the request and no one spoke in opposition. The SEDC Board voted 6-0 in favor of the grant.

The shade cover will provide protection from exposure for the visitors and make for a much more enjoyable experience. The shadedure cloth cover will be approximately 60' X 35' with 4 post setting outside of the splash pad at a height of 14'.

Staff recommends approval of the Grant Agreement, if the Council should so desire.

FINANCIAL IMPACT:

Funding is available in the SEDC budget (Quality of Life Projects) for this expense.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 21-R-16

A RESOLUTION RATIFYING SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION RESOLUTION NO. 02-2016 APPROVING A GRANT AGREEMENT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF SEAGOVILLE FOR PARK IMPROVEMENTS IN THE AMOUNT OF THIRTY-TWO THOUSAND EIGHT HUNDRED NINETY-FIVE DOLLARS (\$32,895.00) AT C.O. BRUCE CENTRAL PARK LOCATED AT 1801 N. HIGHWAY 175, SEAGOVILLE, TEXAS.

WHEREAS, the City Council has the desire to enhance the City's park system by providing a splash pad shade cover at C.O. Bruce Central Park; and

WHEREAS, the Seagoville Economic Development Corporation (SEDC) has indicated their desire to fund such a project by conducting a public hearing in accordance with State Statute and authorizing a Project Agreement; and

WHEREAS, finding that no petition signed by 10 percent of the registered voters of the city calling for an election was received by the City Secretary within sixty (60) days after first publishing notice of this project, and

WHEREAS, the City Council has reviewed the attached Grant Agreement and finds that it is in the best interest of the City of Seagoville.

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

SECTION 1. The City Council hereby approves the Seagoville Economic Development Corporation project and authorizes the City Manager to execute said Grant Agreement, attached along with SEDC Resolution No. 02-2016 and hereto incorporated herein as Exhibit "A", and made a part hereof for all purposes, with the Seagoville Economic Development Corporation for the a splash pad shade cover at C.O. Bruce Central Park, 1801 N. Highway 175, Seagoville, Texas in an amount of Thirty-Two Thousand Eight Hundred Ninety-Five Dollars (\$32,895.00).

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

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

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, on this the 21st day of March, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION
RESOLUTION NO. 02-2016**

A RESOLUTION OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION TO EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF SEAGOVILLE, TEXAS, FOR THE CONSTRUCTION AND INSTALLATION OF A SPLASH PAD SHADE FOR THE SPLASH PAD LOCATED AT C.O. BRUCE PARK, 1801 N. HIGHWAY 175, SEAGOVILLE, TEXAS IN AN AMOUNT OF THIRTY-TWO THOUSAND, EIGHT HUNDRED AND NINETY-FIVE DOLLARS (\$32,295.00); AUTHORIZING THE BOARD CHAIR TO EXECUTE, PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (SEDC) authorized, by the Development Corporation Act of 1979, Chapter 505 et seq., Texas Local Government Code, providing for a grant to the City of Seagoville, Texas for the construction and installation of a Splash Pad Shade for the Splash Pad located at C.O. Bruce Park, 1801 N. Highway 175, Seagoville, Texas in the amount of Thirty-Two Thousand, Eight Hundred and Ninety-Five Dollars (\$32,895.00).

WHEREAS, the SEDC, has determined that the project described herein will further the purposes for which the SEDC was created; furthering job creation and expanding the city's property and sales tax base and benefit the City of Seagoville's Quality of Life.

WHEREAS, the SEDC has determined that the project will provide quality of life benefit to the citizens of Seagoville.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION:

SECTION 1. That the SEDC hereby approves the Park Improvement Grant Agreement, which is incorporated herein for all purposes and attached hereto as Attachment "A", for improvement and enhancements to the Splash Pad at C.O. Bruce Park, in an amount of Thirty-Two Thousand, Eight Hundred and Ninety-Five Dollars (\$32,895.00) in accordance with the terms and conditions set forth therein; and to authorize the Board of Director Chairperson to execute the same on behalf of the corporation.

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

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

SECTION 4. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved and approved by the City Council as required by law.

DULY APPROVED by the Board of Directors of the Seagoville Economic Development Corporation on this 14th day of March, 2016.

APPROVED:

Dr. Don Cole
BOARD CHAIR

ATTEST:

Barbara Sherman
BOARD SECRETARY

APPROVED AS TO FORM:

CORPORATION ATTORNEY

ARTICLE II

Term

This Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

ARTICLE III

Grants

3.1 Amount of Grants. Subject to the City's satisfaction of all terms and conditions of this Agreement, the SEDC agrees to provide a grant in an amount that shall not exceed Thirty-Two Thousand, Eight Hundred and Ninety-Five Dollars (\$32,895.00) toward the design and construction of a Splash Pad Shade over the Splash Pad located in C.O. Bruce Central Park, (hereinafter "Improvements").

3.2 Payment of Grants. The Grant shall be paid no later than sixty (60) days following the Effective Date of the Agreement.

3.3 Consideration for the Grants. The SEDC's agreement herein is in consideration of, and entered on the condition that the City construct the Improvements, more particularly located at C.O. Bruce Central Park, 1801 N. Hwy 175, Seagoville, Texas 75159. The City agrees to complete the project within one hundred and twenty (120) days following the Effective Date of the Agreement.

3.4 Appropriations. The Annual Grants made hereunder shall be paid solely from lawfully available funds that have been appropriated by the SEDC. Under no circumstances shall the SEDC's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the SEDC shall have no obligation or liability to pay any portion of the Grant unless the SEDC appropriates funds to make such payment during the budget year in which the Grant are payable.

Article IV

Termination

This Agreement shall terminate upon any one of the following:

- (a) by written agreement of the parties;
- (b) upon completion of the Improvements; or
- (c) by either party in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof in accordance with this Agreement.

Article V
Miscellaneous

5.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

5.2 Limitation on Liability. It is understood and agreed between the Parties that the SEDC and the City, in satisfying the conditions of this Agreement, have each acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

5.3 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

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

If intended for the City, to:

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

With copy to:

Alexis G. Allen
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for the SEDC, to:

Chairperson
Seagoville Economic Development Corporation
105 N. Kaufman Street
Seagoville, Texas 75159

5.5 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in 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. This Agreement supersedes any prior Agreements between the Parties on the same matter.

5.6 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

5.7 Amendment. This Agreement may only be amended by the mutual written agreement of the parties. The SEDC Chairman of the Board and the City Administrator of the City are authorized to execute any amendments to this Agreement or any instruments related hereto.

5.8 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.9 Successors and Assigns. This Agreement may not be assigned without the prior written consent of the other party.

5.10 Recitals and Exhibits. The exhibits attached hereto and recitals to this Agreement are incorporated herein.

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

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

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

Signature Page to Follow

SIGNED AND AGREED this the _____ day of _____, 2016.

CITY OF SEAGOVILLE, TEXAS

By: _____
City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

SIGNED AND AGREED this the _____ day of _____, 2016.

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

By: Dr. Don Cole
Chairman of the Board



OFFICE OF THE CITY MANAGER
CITY OF SEAGOVILLE, TEXAS
702 N. HIGHWAY 175, SEAGOVILLE, TEXAS 75159
972.287.2050

Patrick Stallings, City Manager
Email: pstallings@seagoville.us
Direct Dial: 972.287.6807

MEMORANDUM

TO: S.E.D.C. Board of Directors

FROM: Patrick Stallings, City Manager

RE: Quality of Life City Park Project for Splash Park Shade Cover

DATE: March 9, 2016

Thank you for allowing the City to apply for a Quality of Life Grant Project for a splash pad shade cover at C.O. Bruce Central Park. This splash pad serves the greater Seagoville community by providing a splash pad for children to play on during the hot summer months. The temperatures in Texas can be very hot and may preclude some from using the splash pad because of the lack of shade. If approved, this grant request will fund the purchase and installation of a shade cover for the splash pad and will hopefully make the use of the splash pad a more enjoyable experience.

Attached, you will find a formal Seagoville Economic Development Corporation Grant Application for City Park Projects, along with a quote for the purchase and installation of a shade cover for the splash pad. If approved, this project will cost \$32,895, and will be completed by We Build Fun, Inc. The contractor for this project has submitted a Buy Board Quote under Vendor I.D. 2904, Contract #423-13, which meets the requirements of the state purchasing laws. Because this vendor is approved by Buy Board, the requirement of three (3) vendor quotes is waived and not necessary to fulfill state purchasing laws.

Again, thank you for the opportunity to apply for this grant.

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION
GRANT APPLICATION
CITY PARK PROJECTS**

Date of Application March 3, 2016

Applicant for Grant: CITY OF SEAGOVILLE Department Parks
Address 702 N. HWY 175 State TX Zip 75159
Contact Person Ladis Barr Telephone: (972) 287-2050

This Grant request is intended to improve the quality of life, retain existing businesses, promote new business growth, create new jobs or expand the tax base of the City of Seagoville, Texas

Amount of Grant Request: \$ \$32,895.00

NAME OF PROJECT C.O. Bruce Central Park Splash Pad Shade
LOCATION OF PROJECT C.O. Bruce Central Park, 1801 N. Highway 175, Seagoville, TX 75159

DESCRIPTION OF PROJECT Purchase and install a shade cover for the splash pad.

PROJECT CONTRACTOR CITY OF SEAGOVILLE
ADDRESS 702 N. HWY 175 CITY SEAGOVILLE TX 75159

PROJECT ENGINEER - Ladis Barr
ADDRESS 702 N. Highway 175 CITY Seagoville

PLEASE DESCRIBE HOW THIS PROJECT WILL BE A BENEFIT TO THE COMMUNITY. DESCRIBE THE INTENDED USES OF THE PROJECT AS WELL AS INTENDED USERS AND OTHER INFORMATION THAT WOULD DEMONSTRATE THE NEED FOR THIS PROJECT. The community splash pad was installed by utilizing the EDC Quality of Life Fund. The City is asking for Quality of Life funding for this project. The installation of a shade cover for the splash pad will enhance safety by reducing harmful over exposure to the sun. While the shade cover will not totally prevent over exposure of the sun, it will make the use of the splash pad a more enjoyable experience for all.

PROJECT DEVELOPMENT COST SUMMARY

BuyBoard Discount	\$ (876.25)
1) Land Acquisition	\$ N/A
2) Site Preparation	\$ N/A
3) Professional Services - Engineer	\$ 850.00
4) Personnel/Labor	\$ N/A
5) Contract Labor Installation	\$ 14,896.25
6) Materials	\$ 17,525.00
7) Equipment / Furnishings	\$ included in materials
8) Other (Describe) Freight	\$ 500.00

TOTAL PROJECT DEVELOPMENT COST	\$ 32,895.00
Other funds to be used in this project	\$ 0.00
Amount of funding requested from SEDC	\$ 32,895.00
TOTAL FUNDS AVAILABLE FOR THIS PROJECT	\$ 32,895.00

Schedule of funding payment (s) requested by applicant 50% down payment with the remainder payed when project is completed.

A letter of Acceptance of the Project from the City will be required upon completion of the Project along with copies of paid invoices for various costs of the completed project for records of SEDC.

The Seagoville Economic Development Corporation reserves the right to request, receive and evaluate additional information from the applicant before a decision is made on this request.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief

Applicant Patrick Stallings
TITLE City Manager

DATE March 3, 2016

THIS APPLICATION RECEIVED BY _____
ON _____

(SEDC Grant Application revised April 2009.)

webuildfun, inc.



PO BOX 29
 Allen, TX 75013
 Phone: 972-727-0653
 Fax: 972-396-4994

Customer Information:

City of Seagoville, TX
 Attn: Ladis Barr, Community Development Director
 Re: Shade for Splash Pad at Bruce Central Park

Date: 2/29/2016
 Est. Delivery: Consultant:
 4-12 weeks Tom Sawyers
 BuyBoard BuyBoard
 Vendor ID Contract#
 2904 423-13

ITEM	QTY	DESCRIPTION	EACH	TOTAL
Bruce Park Shade				
60X35X14	1	60' X 35' 4-post shade w/ 14' entry height 90 mph windload, 5#/sq ft snowload, and Shadedure Cloth	\$17,525.00	\$17,525.00
BBDISC	-0.05	BuyBoard discount for Shade		-\$876.25
ENG	1	Engineer-sealed drawings		\$850.00
SHIP	1	Freight		\$500.00
PERMIT	1	Permit to be provided by The City		
MISC	1	The City to provide utility line locates at no cost to webuildfun, inc.		
INSTALL	1	Installation		\$14,896.25
TAX	0.0825	Sales tax (please provide exemption certificate)		
Total***				\$32,895.00

All utility locates are to be provided by the owner. webuildfun, inc. will take reasonable care to avoid all known, below ground utilities. It is the responsibility of the owner to repair damage to unmarked utilities

*****Shades require 50% down when order is placed and remainder due upon completion**



Thank you for the opportunity to provide this quote!

If tax exempt, please provide tax exemption certificate

*****In the event rock is encountered, additional charges may be assessed.**

Tom Sawyers

Prepared By:

Approved by:

In the event rock is encountered, additional charges may be assessed.

It is the responsibility of the owner to obtain permit(s) (unless specified above).

It is the responsibility of the owner to locate all underground utility lines. Webuildfun will assist with this by requesting a line locate from Dig Tess, at the owner's request.

webuildfun, inc. will make reasonable efforts to respect all marked utility lines, and will repair damage webuildfun, inc. causes to marked utilities. webuildfun, inc. will not be responsible for damage to unmarked utilities.

Prices are guaranteed for 30 days from the date listed on this quote.

Agenda Item 8

Remove from Table; 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.

Following an Executive Session discussion at the SEDC March 8, 2016 regular meeting, the Board took action restating their desire to enter into a Professional Services Contract with Mike Barnes Group, Inc. with a one year guarantee.

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 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 including 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 with a one year guarantee.

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 21st 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/Angellina TX Economic Development
Partnership
Everman, TX EDC
Balch Springs, TX EDC
Robinson, TX EDC
Hillsboro, TX EDC
Groesbeck, 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

[TresHicks <THicks@pettigrew.us>](mailto:TresHicks@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

309 MAIN STREET
SUITE 103
P.O. BOX 1729
HILLSBORO, TX 78606-1729

TEL: 830.833.5200
FAX: 830.833.5479
MOBILE: 254.214.5069
mbarnes@mikebarnesgroup.com

www.mikebarnesgroup.com

Agenda Item 9

Discuss and consider amending Ordinance No. 14-16, Section 1 by amending Section 7.10.003, "Requirements", providing for the required signage for shopping carts and for the business establishment; 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.

BACKGROUND OF ISSUE:

Ordinance No. 14-16 provides for the abandonment and recovery of shopping carts within the City. Section 7.10.003 provides for the required signage to be affixed and/or posted by the business establishment informing customers that cart removal from the premises is prohibited and punishable by a fine. During the work session presentation, the City Council was advised that the current provisions of the ordinance as it related to required signage were excessive. Legal Counsel and Councilmembers were in agreement. However, when the time came for taking action on Ordinance No. 14-16, there was an oversight by the Council and the discussion did not take place. Based on the foregoing, in the event the Council does desire to amend the required signage, the following options are being provided for Section 7.10.003:

- Option A: Current ordinance adopted March 7, 2016 requires in subsection (a) the identifying decal with contact information plus the specific language added advising it is an offense to remove the shopping cart from the location and the fine amount. Subsection (b) requires the specific posting at certain locations in the business and specific locations in the parking areas. (If this option is selected, no action will be required.)

- Option B: Subsection (a) the business establishment would be required to affix the identifying decal on the shopping cart providing the name of the business establishment only. Subsection (b) requires the specific signage inside the store and at specific locations in the parking areas.

FINANCIAL IMPACT:

N/A

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 17-16

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING ORDINANCE NO. 14-16, SECTION 1 BY AMENDING SECTION 7.10.003, "REQUIREMENTS", PROVIDING FOR THE REQUIRED SIGNAGE FOR SHOPPING CARTS AND FOR THE BUSINESS ESTABLISHMENT; 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, after discussion and consideration, the City Council finds that Ordinance No. 14-16, Section 1 by amending Section 7.10.003, "Requirements", providing for the required signage for shopping carts and for the business establishment as provided herein.

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

SECTION 1. That Section 1 of Ordinance No. 14-16 be, and the same is, hereby amended by amending Section 7.10.003, "Requirements", providing for the required signage for shopping carts and for the business establishment, which shall read as follows:

"CHAPTER 7. BUSINESS REGULATIONS

....

ARTICLE 7.10 SHOPPING CARTS

.....

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 of the retail establishment.
- (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.

....."

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 21st day of March, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY
(:cdb 03/15/2016)

Agenda Item 10

Receive Councilmember Reports.

BACKGROUND OF ISSUE:

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

FINANCIAL IMPACT:

N/A

Agenda Item 11

Receive Citizen Comments.

BACKGROUND OF ISSUE:

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

FINANCIAL IMPACT:

N/A

Agenda Item 12

Receive Future Agenda Items.

BACKGROUND OF ISSUE:

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

FINANCIAL IMPACT:

N/A

Agenda Item 13

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