



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, OCTOBER 2, 2017**

**City Council Chambers, City Hall
702 N. Hwy 175
Seagoville, Texas 75159**

WORK SESSION – 6:30 P.M.

Call to Order

- A. Discuss regular session agenda items**
- B. Hilltop Securities Presentation – Debt Funding**

Adjourn

REGULAR SESSION - 7:00 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

Recognition – Christine Dykes, Kenny Dickerson, Gail Lawrence, Shirley Booth, Patrick Harvey, and Cindy Brown

Mayor's Report

Citizens Public Comment Period- *This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. Council may not discuss these items but may respond with factual data or policy information, or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.*

CONSENT AGENDA- The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

- 1. Consider approving City Council Meeting Minutes for September 18, 2017 (City Secretary)**

2. **Consider approving a resolution authorizing Dallas County to resell tax foreclosed properties located at 504 Dice Street and 442 Ard Road, Seagoville, Texas, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code (Community Development Director)**

REGULAR AGENDA-

3. **Consider approving a resolution authorizing the City Manager to execute an agreement with Halff Associates, Inc. for the purpose of preparing a Water System Master Plan (City Manager)**
4. **Consider approving a resolution authorizing the City Manager to execute an agreement with HALFF Associates, Inc., for professional services on a task order basis; and approving Work Order #1 for assistance with the City's Storm Water Management Plan in an amount not to exceed \$29,400.00; and approving Work Order #2 for general on-call consultation services related water and wastewater services and for incorporating the City's GIS maps for its utilities into the City Works Software Platform, in an amount not to exceed \$30,000.00 (City Manager)**
5. **Conduct a public hearing concerning Summer Lakes request to rezone approximately 86.39 acre tract from Residential 1 (R-1) zoning to Planned Development (PD-1705) zoning and amend the Comprehensive Land Use Plan (Community Development Director)**
6. **Discuss and consider adopting an ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and map of the City of Seagoville, Dallas, County, Texas, as heretofore amended, by granting a change in zoning from Residential-1 (R-1) to Planned Development (PD-1705) for 86.39 acres of land located on the Northeast corner of Seagoville Road and Ard Road, Seagoville, Dallas County, Texas and being legally described in exhibit "A", attached hereto and incorporated herein; providing for the amended development regulations; providing for the approval of the Concept Plan, which is attached hereto and incorporated herein as Exhibit "A"; providing a repealing clause; providing a severability clause; providing a savings 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 (Community Development Director)**
7. **Discuss and consider adopting an ordinance of the City of Seagoville, Texas, amending the Code of Ordinances, Chapter 25, Zoning, by amending Division 16, "C Commercial District Regulations", Section 25.02.371, by deleting motel from the list of permitted uses; and, amending Division 26, "Special Uses", Section 25.02.631, by adding number (64) to provide for a hotel/motel in a commercial district with development regulations; providing a severability clause; providing a repealing clause; and providing an effective date (Community Development Director)**

8. **Consider approving a resolution for the purchase of three unmarked 2018 Dodge Chargers with all required emergency and communication equipment, total cost of seventy three thousand four hundred thirty two dollars and thirty cents (\$73,432.30); authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Police Chief)**
9. **Consider approving of a resolution for the purchase of a 2018 Ford F-150 extended cab with all required LED warning light equipment, communication equipment, animal containment slide in unit, city graphics, backup camera and all other accessories total cost of Thirty Five Thousand, Nine Hundred Forty Two dollars and Zero cents (\$35,942.00); authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Police Chief)**
10. **Consider approving a resolution for the purchase of a 2018 Chevrolet Tahoe with all required emergency equipment, communication equipment, departmental graphics, camera system, and all other accessories total cost of fifty six thousand, eight hundred sixty two dollars and fifteen cents (\$56,862.15); authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Police Chief)**
11. **Consider approving a resolution for the purchase of 30 Dual Band VHF, 700 / 800 MHz portable radios and all associated accessories total cost of seventy nine thousand, eight hundred sixty four dollars and seventy cents (\$79,864.70); authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Police Chief)**
12. **Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**
13. **Future Agenda Items – Council to provide direction to staff regarding future agenda**

Adjourn

Posted Thursday, September 28, 2017 by 5:00 P.M.



Kandi Jackson, City Secretary



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

The City of Seagoville does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. If you have a request for services that will make

this program accessible to you, please contact the City of Seagoville at least 72 hours in advance at (972) 287-6819. (TDD access 1-800-RELAY-TX)

DATES TO REMEMBER

- **Monday, October 16, 2017 is the next Regular City Council Meeting.**
- **Monday, November 6, 2017 is the next Regular City Council Meeting.**

Consent Agenda Item: 1

Meeting Date: October 2, 2017

ITEM DESCRIPTION:

Consider approving City Council Meeting Minutes for September 18, 2017.

BACKGROUND OF ISSUE:

Approve City Council Minutes for September 18, 2017.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

September 18, 2017 City Council Work Session Meeting Minutes
September 18, 2017 City Council Regular Session Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
SEPTEMBER 18, 2017**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:31 p.m. on Monday, September 18, 2017, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Dennis Childress	Mayor
Jon Epps	Mayor Pro Tem
Jose Hernandez	Councilmember
Rick Howard	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Alexis Allen, Finance Director Patrick Harvey, and City Secretary Kandi Jackson.

A. Discuss Regular Session Agenda Items

Item #1 There were no questions.

Item #2 Finance Director Harvey stated the only change on the Master Fee Schedule is an increase in drainage fees.

City Manager Stalling stated there were repairs required that were unforeseen last year and this requested increase for drainage fees is to compensate for those type of repairs.

Item #3 Seagoville Economic Director Dr. Cole presented the incentive agreement with Chicken Express for expansion.

Wes Parnell 53 Meadowbrook, Trophy Club, Texas 76262 stated the parking lot will be expanded. He also stated the drive thru will be relocated for ease of access.

Adjourned at 6:49 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
SEPTEMBER 18, 2017**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:01 p.m. on Monday, September 18, 2017, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Dennis Childress	Mayor
Jon Epps	Mayor Pro Tem
Jose Hernandez	Councilmember
Rick Howard	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Alexis Allen, Finance Director Patrick Harvey, and City Secretary Kandi Jackson.

Invocation – *Invocation was led by Mayor Childress.*

Pledge of Allegiance – *Pledge of Allegiance was led by Mayor Childress.*

Mayor's Report – *Mayor Childress stated the Fitness, Health, and Safety Fair will be on September 26, 2017 from 9:00 a.m. to 4:00 p.m. at City Hall. He stated he is thankful for all of the hard work Ms. Cindy Brown does. He also stated Cindy and Jessica receive good reports and are doing well.*

Citizens Public Comment Period- *This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. Council may not discuss these items but may respond with factual data or policy information, or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.*

None.

CONSENT AGENDA- The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

- 1. Consider approving City Council Work Session Meeting Minutes for September 11, 2017, and City Council Regular Session Meeting Minutes September 11, 2017 (City Secretary)**

2. Discuss and Consider a Resolution authorizing the Master Fee Schedule and providing an effective date (Finance Director)

Motion to approve Consent Agenda Items as read by Hernandez, seconded by Magill; motion passed with all ayes.

REGULAR AGENDA-

3. Discuss, consider and approve an Economic Development Incentive Agreement between the Seagoville Economic Development Corporation and W. Parnell V, LLC (Chicken Express), for the retention and expansion of the facility located at 1699 N. US Highway 175, Seagoville, Texas, in an amount not to exceed \$75,000

Motion to approve an Economic Development Incentive Agreement between Seagoville Economic Development Corporation and W. Parnell V, LLC (Chicken Express), for the retention and expansion of the facility located at 1699 N. US Highway 175, Seagoville, Texas, in an amount not to exceed \$75,000 by Hernandez, seconded by Magill; motion passed with all ayes.

4. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.

None.

5. Future Agenda Items – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

None.

6. Executive Session

Recess into Executive Session in compliance with Texas Government Code:

(A)Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Seagoville Economic Development Director

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

Mayor Childress recessed into Executive Session at 7:05 p.m.

Councilmember Hernandez requested Seagoville Economic Development Chair Dr. Cole participates in Section A of Executive Session.

7. Reconvene Into Regular Session

Mayor Childress reconvened into Regular Session at 7:18 p.m.

(A) Take any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Seagoville Economic Development Director
Motion to approve the severance agreement of the Seagoville Economic Development Director by Hernandez, seconded by Magill; motion passed with all ayes.

(B) Take any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager
Motion to approve the first amended and restated employment agreement for the City Manager for the City of Seagoville by Magill, seconded by Hernandez; motion passed with all ayes.

Adjourned at 7:19 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Consent Agenda Item: 2

Meeting Date: October 2, 2017

ITEM DESCRIPTION:

Consider approving a resolution authorizing Dallas County to resell tax foreclosed properties located at 504 Dice Street and 442 Ard Road, Seagoville, Texas, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.

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, the City of Seagoville, and Dallas Independent School District, (Taxing Authorities) pursuant to Section 34.01 (j) of the Property Tax Code. 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.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Approve resolution

EXHIBITS:

Resolution authorizing sale of property

Exhibit "A"

Sheriff's Deed – 504 Dice

Sheriff's Deed – 442 Ard Road

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 61-R-2017

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS
AUTHORIZING DALLAS COUNTY TO RESELL TAX FORECLOSED PROPERTIES
LOCATED AT 504 DICE STREET AND 442 ARD ROAD 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 July 17, 2017, 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; THAT:

Section 1. The City 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 described as 504 Dice Street and 442 Ard Road, as shown in Exhibit “A,” attached hereto and made a part hereof, and the Seagoville City Council does hereby consent to the sale of said parcel 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 in compliance with Section 34.05(i) of the Texas Property Tax Code, or for an amount equal to or greater than its current market value as shown by the most recent certified appraisal role, if the sum of the amount of the judgment plus post-judgment taxes, penalties, and interest owing against the property exceeds the market value in compliance with Section 34.05(j) of the Texas Property Tax Code, 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 2nd day of October, 2017 by the City of Seagoville City Council, Seagoville, Texas.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

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	CITY	TAX ACCOUNT #	IMPROVED / UNIMP.	LAND SIZE (APPROX.)	DCAD VALUE	JUDGMENT CAUSE No.	JUDGMENT AMOUNT	STRIKE OFF AMOUNT	MARKET VALUE IN JUDGMENT	TAX YEARS INCLUDED IN JUDGMENT (COUNTY, CITY, SCHOOL)	DATE OF SHERIFF'S SALE
504 Dice Street	Seagoville	50053500020020000	Unimproved	51' x 177' 10,243 SF	\$10,000	TX-13-30814 2/25/2014 w/ TX-05-30808-T-K 11/06/2006	\$11,184.14	\$10,000	\$10,000	County: 1997-2013 City: 1997-2013 DISD: 1997-2013	09/05/17
442 Ard Road	Seagoville	65054143510190000	Unimproved	50' x 303' 14,862 SF	\$11,000	TX-09-31771 10/04/2017 Tract 1 w/ TX-03-30929-T-B 12/05/2005	\$11,408.99	\$11,000	\$11,000	County: 1994-2015 City: 1994-2015 DISD: 1994-2015	09/05/17
442 Ard Road	Seagoville	65054143510200000	Unimproved	50' x 303' 14,486 SF	\$11,000	TX-09-31771 10/04/2017 Tract 2 w/ TX-03-30929-T-B 12/05/2005	\$37,709.27	\$11,000	\$11,000	County: 1994-2015 City: 1994-2015 DISD: 1994-2015	09/05/17

Sheriff's Deed

090517-26

The State of Texas, }
County of Dallas.

KNOW ALL MEN BY THESE PRESENTS:



201700265785

SHERIFF DEED 1/2

NOTICE OF CONFIDENTIALITY RIGHTS: "IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

THAT, WHEREAS, By virtue of a certain Order of Sale, issued out of the Honorable 162nd Judicial District Court, Dallas County, State of Texas, on 20th day of June, A. D. 2017 in and for Dallas County, Styled DALLAS COUNTY, ET AL, Plaintiff -versus- SAMUEL COOKS, ET AL, Case No.TX-13-30814 Comb. W/05-30808-T-K, Judgment date is November 6, 2006. On a certain judgment and Decree of Foreclosure rendered on the 6th day of November, 2006 and 25th day of February, 2014, by said Court and directed and delivered to me as Sheriff of Dallas County, Texas, commanding me to seize and sell the real property described in said Order of Sale, I, **Lupe Valdez, Sheriff**, aforesaid, did upon the 19th day of July, A.D., 2017, execute said property described in said Order of Sale, by having notice of the time and place of such sale published in the English language, once a week for three consecutive weeks, preceding such sale, in the **DAILY COMMERCIAL RECORD** a newspaper published in said County, the first of said publications appearing not less than twenty days immediately preceding the day of said sale, and by **MAILING** a written notice of such sale Samuel Cooks, Defendant(s) and on the 1st Tuesday in September, A.D. 2017 it being the 5th day of the month, within the hours prescribed by law, (10:00 A.M.) sold said real property at public auction in the County of Dallas at the Courthouse door thereof, at which sale the real property herein after described was struck off to Dallas County on its behalf and Trustee for City of Seagoville, DISD, for the sum of \$10,000.00 Dollars as there were no bids taken on that property therefore.

NOW, THEREFORE, in consideration of the premises aforesaid and of the payment to me of the said sum of \$10,000.00 Dollars, the receipt of which is hereby acknowledged, I, **Lupe Valdez, Sheriff** as aforesaid, have **SOLD** and **CONVEYED**, and by these presents do **SELL** and **CONVEY** unto the said Dallas County on its behalf and Trustee for City of Seagoville, DISD, all of the estate, right, title and interest which the said **Defendant** had on the 6th day of November, A.D. 2006 or at any time afterwards, in and to the following described real property, same being also described in the said **Order of Sale**, **all that certain lot, tract or parcel of land, lying in being situated in Dallas County, TX and being more particularly described as follows:**

PROPERTY ADDRESS: 504 DICE STREET, SEAGOVILLE, DALLAS COUNTY, TEXAS. ACCT. NO. 50053500020020000; LOT 2 OF G. T. SULLIVAN'S THIRD ADDITION SITUATED IN CITY BLOCK 2 IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AS SHOWN BY DEED RECORDED IN VOLUME 97028 PAGE 4269 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS AND MORE FULLY DESCRIBED IN THE DEED AND INCORPORATED HEREIN FOR ALL PURPOSES AND MORE COMMONLY ADDRESSED AS 504 DICE STREET, SEAGOVILLE, DALLAS COUNTY, TEXAS.

TO HAVE AND TO HOLD The above described premises, together with all and singular, the rights and Appurtenances thereto in anywise belonging, unto the said Dallas County heirs and assigns, forever as fully and as absolutely as I, a Sheriff aforesaid, can convey by virtue of said Order of Sale.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 19th day of September, A.D. 2017.

LUPE VALDEZ, SHERIFF,
DALLAS,COUNTY,TEXAS

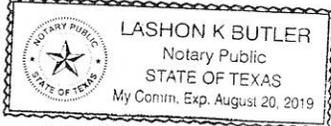
by B House #517

Deputy Tim Davis #276, Deputy B. House #517

The State of Texas }
County of Dallas

BEFORE ME, LASHON K. BUTLER, A Notary Public on this day personally appeared Deputy Tim Davis, #276, Deputy B. House #517 Deputy Sheriff of Dallas County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purpose and consideration therein expressed, and in his capacity as Deputy Sheriff therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 19th day of September, A.D. 2017.



Lashon K. Butler
Notary Public, State of Texas
Commission Expires 08-20-2019

The State of Texas, }
County of Dallas

I _____ County Clerk of said County, do hereby certify that the above instrument of writing, together with its Certificate of Authentication was filed for record in my office on the _____ day of _____ A.D. 2017, at _____ o'clock ___ M, and duly recorded the _____ day of _____ A.D., 2017, in Volume _____, Page _____ of the Records of Deeds, etc., of said County.

WITNESS MY HAND AND OFFICIAL SEAL This _____ of _____ A.D.2017.

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
09/20/2017 10:22:17 AM
\$.00

County Clerk Dallas County, Texas.

By _____

Deputy



JFW

201700265785

Send This Deed To: Dallas County

Sheriff's Deed

090517-24

The State of Texas, } **KNOW ALL MEN BY THESE PRESENTS:**
County of Dallas.

NOTICE OF CONFIDENTIALITY RIGHTS: "IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."



201700265784

SHERIFF DEED 1/2

THAT, WHEREAS, By virtue of a certain Order of Sale, issued out of the Honorable 116th Judicial District Court, Dallas County, State of Texas, on 21st day of June, A. D. 2017 in and for Dallas County, Styled DALLAS COUNTY, ET AL, Plaintiff -versus- EZEAKIL KILLABREW HENDERSON, JR., ET AL, Case No.TX-09-31771 Comb. W/03-30929-T-B, Judgment date is December 5, 2005. On a certain judgment and Decree of Foreclosure rendered on the 5th day of December, 2005 and 4th day of October, 2016, by said Court and directed and delivered to me as Sheriff of Dallas County, Texas, commanding me to seize and sell the real property described in said Order of Sale, I, Lupe Valdez, Sheriff, aforesaid, did upon the 19th day of July, A.D., 2017, execute said property described in said Order of Sale, by having notice of the time and place of such sale published in the English language, once a week for three consecutive weeks, preceding such sale, in the DAILY COMMERCIAL RECORD a newspaper published in said County, the first of said publications appearing not less than twenty days immediately preceding the day of said sale, and by MAILING a written notice of such sale Ezeakil Killabrew Henderson, Jr., Mary F. Henderson, Joel E. Henderson Heir To the Estate of Ezeakil K. Henderson (In Rem Only); Paula Marie Clymer Heir to the Estate of Ezeakil K. Henderson (In Rem Only); Mary T. Sandoval Heir to the Estate of Ezeakil K. Henderson (In Rem Only); Theresa Ann Ramsey Heir to the Estate of Ezeakil K. Henderson (In Rem Only); James R. Henderson to the Estate of Ezeakil K. Henderson (In Rem Only); Stephen Andrew Henderson Heir to the Estate of Ezeakil K. Henderson (In Rem Only); David Henderson Heir to the Estate of Estate of Ezeakil K. Henderson (In Rem Only); Rita Henderson Shubert Heir to the Estate of Ezeakil K. Henderson (In Rem Only); Rebecca Jane Coble Heir to the Estate of Ezeakil K. Henderson (In Rem Only); Cecelia Frances Farnam Heir to the Estate of Ezeakil K. Henderson (In Rem Only); Judy Lorraine Henderson Heir to the Estate of Joel E. Henderson (In Rem Only); Carolyn Gayle Robinson Heir to the Estate of Paula Marie Clymer (In Rem Only); Kathleen G. Henderson (In Rem), Heir to the Estate of Ezeakil Killabrew, Jr., Defendant(s) and on the 1st Tuesday in September, A.D. 2017 it being the 5th day of the month, within the hours prescribed by law, (10:00 A.M.) sold said real property at public auction in the County of Dallas at the Courthouse door thereof, at which sale the real property herein after described was struck off to Dallas County on its behalf and Trustee for City of Seagoville, DISD, for the sum of \$22,000.00 Dollars as there were no bids taken on that property therefore.

NOW, THEREFORE, in consideration of the premises aforesaid and of the payment to me of the said sum of \$22,000.00 Dollars, the receipt of which is hereby acknowledged, I, Lupe Valdez, Sheriff as aforesaid, have SOLD and CONVEYED, and by these presents do SELL and CONVEY unto the said Dallas County on its behalf and Trustee for City of Seagoville, DISD, all of the estate, right, title and interest which the said Defendant had on the 4th day of October, A.D. 2016 or at any time afterwards, in and to the following described real property, same being also described in the said Order of Sale, all that certain lot, tract or parcel of land, lying in being situated in Dallas County, TX and being more particularly described as follows:

PROPERTY ADDRESS: 442 ARD RD, SEAGOVILLE, DALLAS COUNTY, TEXAS. AS TO TRACT 1 AND 2; ACCT NO: 65054143510190000; TRACT 19G, S-3-A, A MORE OR LESS 50 X 303.20 FOOT TRACT OUT OF THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541 SITUATED IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AS SHOWN BY DEED RECORDED IN VOLUME 77162 PAGE 858 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS AND MORE FULLY DESCRIBED IN THE DEED AND INCORPORATED HEREIN FOR ALL PURPOSES; AND 65054143510200000 TRACT 20H, SH 3-A, A MORE OR LESS 50 X 303.20 FOOT TRACT OUT OF THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541 SITUATED IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AS SHOWN BY DEED RECORDED IN VOLUME 77162 PAGE 858 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS AND MORE FULLY DESCRIBED IN THE DEED AND INCORPORATED HEREIN FOR

ALL PURPOSES AND MORE COMMONLY ADDRESSED AS 442 ARD RD, SEAGOVILLE, DALLAS COUNTY, TEXAS.

TO HAVE AND TO HOLD The above described premises, together with all and singular, the rights and Appurtenances thereto in anywise belonging, unto the said Dallas County heirs and assigns, forever as fully and as absolutely as I, a Sheriff aforesaid, can convey by virtue of said Order of Sale.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 19th day of September, A.D. 2017.

LUPE VALDEZ, SHERIFF,
DALLAS,COUNTY,TEXAS

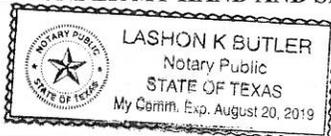
by B. House #517

Deputy Tim Davis #276, Deputy B. House #517

The State of Texas}
County of Dallas

BEFORE ME, LASHON K. BUTLER, A Notary Public on this day personally appeared Deputy Tim Davis, #276, Deputy B. House #517 Deputy Sheriff of Dallas County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purpose and consideration therein expressed, and in his capacity as Deputy Sheriff therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 19th day of September, A.D. 2017.



Lashon K. Butler
Notary Public, State of Texas
Commission Expires 08-20-2019

The State of Texas, }
County of Dallas

I _____ County Clerk of said County, do hereby certify that the above instrument of writing, together with its Certificate of Authentication was filed for record in my office on the _____ day of _____ A.D. 2017, at _____ o'clock _____ M, and duly recorded the _____ day of _____ A.D., 2017, in Volume _____, Page _____ of the Records of Deeds, etc., of said County.

WITNESS MY HAND AND OFFICIAL SEAL This _____ of _____ A.D.2017.

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
09/20/2017 10:22:16 AM
\$.00

County Clerk Dallas County, Texas.

By _____
Deputy



JF

201700265784

Send This Deed To: Dallas County

Consent Agenda Item: 3

Meeting Date: October 2, 2017

ITEM DESCRIPTION:

Consider approving a resolution authorizing the City Manager to execute an agreement with Halff Associates, Inc. for the purpose of preparing a Water System Master Plan.

BACKGROUND OF ISSUE:

Halff Associates has provided this scope of services and fee proposal for the update of Seagoville's water system hydraulic model and master plan. This project is necessary to update the City's existing model with the most current information. Although the model has been used for various analyses over the last decade, a majority of the input assumptions have changed since the model originated in 2005. The only model calibration that has been performed was in 2010, which was prior to the new elevated storage tank construction. Updates to the projected water demands and distribution system in the model, as well as additional calibration, are recommended to make the model as accurate as possible. The proposed project includes collecting field-data, updating the hydraulic water model and calibrating the model based on field-collected information. After completing the analysis, they will provide a Master Plan Report to the City that documents the methods, assumptions, results, recommendations and estimated costs.

Attached are the proposed scope of services, fee, schedule, and contract. This was approved in the FY 2017-2018 budget.

FINANCIAL IMPACT:

\$115,200

RECOMMENDATION:

Approve resolution

EXHIBITS:

Resolution authorizing City Manager to execute agreement

Agreement for Professional Engineering Services on a Defined Scope of Services Basis

Exhibit A – City of Seagoville Agreement for Professional Engineering Services with Halff Associates Inc.

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 62-R-2017

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH HALFF ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$115,200.00 FOR THE PURPOSE OF PREPARING A WATER SYSTEM MASTER PLAN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas has identified the need for a Water System Master Plan; and

WHEREAS, engineering services for data collection and modeling are necessary for the development of such a Plan; and

WHEREAS, Halff Associates, Inc. has been determined to be the most qualified to perform the requested engineering services and has offered to perform such services for a reasonable and equitable fee; and

WHEREAS, Halff Associates, Inc. has provided a proposal for preparation of the Water System Master Plan in the amount of \$115,200.00; and,

WHEREAS, the City Council for the City of Seagoville, Texas finds it to be in the best interest of the City of Seagoville to approve an agreement with Halff Associates, Inc for the preparation of the City's Water System Master Plan.

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

Section 1. The City Manager is hereby authorized, on behalf of the City of Seagoville, Texas, to sign an agreement with Halff Associates, Inc. for the preparation of a Water System Master Plan, in an amount not to exceed \$115,200 (one-hundred, fifteen thousand, two hundred dollars) which is attached hereto and incorporated herein as Exhibit "A".

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

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this 2nd day of October, 2017.

APPROVED

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney



July 6, 2017
P32912

Mr. Phil DeChant
Public Works Director
City of Seagoville, Texas
702 North Highway 175
Seagoville, Texas 76426

RE: Engineering Services Fee Proposal – Water System Master Plan

Dear Mr. Stallings

Halff Associates is pleased to provide this scope of services and fee proposal for the update of Seagoville's water system hydraulic model and master plan. This project is necessary to update the City's existing model with the most current information. Although the model has been used for various analyses over the last decade, a majority of the input assumptions have changed since the model was originally created in 2005. The only model calibration that has been performed was in 2010, which was prior to the new elevated storage tank construction. Updates to the projected water demands and distribution system in the model, as well as additional calibration, are recommended to make the model as accurate as possible. The proposed project includes collecting field-data, updating the hydraulic water model and calibrating the model based on field-collected information. After completing our analysis, we will provide a Master Plan Report to the City that documents our methods, assumptions, results, recommendations and estimated costs.

Attached to this letter are the proposed scope of services, fee, schedule, and contract. If these items meet your approval, please execute the contract and return a copy to us as our notice to proceed. We value our relationship with Seagoville and appreciate the opportunity to perform this important project for the City.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jg Melcher", is written over a light blue horizontal line.

HALFF ASSOCIATES, INC.
Jayson Melcher, PE
Dallas Operations Manager

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the City of Seagoville, Texas, a Home Rule City, duly authorized to act by the City Council of said Client, hereinafter called "Client," and Half Associates, Inc., a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

WITNESSETH:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

1. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

2. Services to be Performed by Engineer. Engineer shall provide to the Client basic engineering services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A**" which services may include, but will not be limited to, those services normally rendered by an engineer to a Home Rule City. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

3. Compensation - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

4. Client's Obligations. The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

5. Termination of Work - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

6. Ownership of Documents - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable

under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

7. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

8. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

9. Indemnification. Engineer does hereby agree to, indemnify Client and its officials, officers, agents, representatives, employees and invitees from and against liability, claims, suits, demands and/or causes of action, (including, but not limited to, reasonable attorney's fees and costs of litigation), which arise by reason of death or injury to property or persons but only to the extent caused by the negligent act or omission or willful misconduct of Engineer, Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates.

In the event that the Client and Engineer are alleged or found to be concurrently negligent, the Parties agree that all liability shall be calculated on a comparative basis of fault and responsibility and that neither Party shall be required to defend or indemnify the other Party for that Party's negligent or intentional acts, errors or omissions.

10. Insurance. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of three years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. For coverage provided on a claims-made basis, Engineer agrees to use its best efforts to maintain this policy for a period of four (4) years after the cessation of any work for the Client or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time. Engineer shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

11. Prompt Performance by Engineer. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.

12. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

13. Assignment and Delegation. Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

14. Jurisdiction and Venue - This Agreement shall be administered under the substantive laws of the State Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in **Dallas** County, Texas.

15. Integration, Merger and Severability – This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

16. Exclusivity of Remedies – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article 9. Indemnification and Article 20. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

17. Timeliness of Performance - Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

18. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

19. Signatories. The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

20. AGREED REMEDIES - IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

Further, it is the intent of the Parties to this Agreement that Engineer's services under this Agreement shall not subject Engineer's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

21. **WAIVER** - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

22. **Prohibition of Boycott Israel.** Engineer verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

CITY OF SEAGOVILLE, TEXAS

By:  _____
Signature

By: _____
Signature

Jayson Melcher
Printed Name

Printed Name

Dallas Operations Manager
Title

Title

September 27, 2017
Date

Date

Exhibit A
City of Seagoville, Texas
Agreement For Professional Engineering Services with Halff Associates, Inc.

Water Distribution System Hydraulic Model and Master Plan Update
July 6, 2017

Proposed Scope of Work

A. Project Investigation and Coordination

1. Project Meetings – This task includes up to four meetings with the City and two meetings with the City and its wholesale customers. Assumed meetings include:
 - a. Project kick-off meeting with City staff
 - b. Interim project status meeting with City staff
 - c. Review of draft master plan report with City staff
 - d. Presentation of Findings to City Council
2. Data Collection – Collect data and records from City staff and other available sources, including: current billing accounts, population estimates, population projections, historical water demands, construction plans for recent water system expansions, pump cut sheets and operating curves.

B. Asset Inventory and GIS Mapping

1. Initial GIS Database and Asset Inventory Development
 - a. Halff will create the initial enterprise GIS database using the City’s existing GIS and CAD-based maps and a Unique Asset Inventory Identification system for mapped attributes.
 - b. Once the initial geodatabase has been created, the database design will be reviewed with the City. After the review, Halff will address the City’s comments and then publish the map services for use with web maps and mobile applications.
2. Web Maps
 - a. Halff will develop two (2) web map applications with Esri’s ArcGIS Application Programming Interface (API) for JavaScript. Web maps developed with the ArcGIS API for JavaScript can be accessed from a variety of standard modern web browsers that support HTML 5 and CSS3, for example Internet Explorer v9+, Firefox, Chrome, and Safari v3+. Web Maps based on JavaScript do not require the end user to install third party plug-ins. The standard web map platform includes the functionality to zoom, pan, toggle feature layers on and off, search by address, identify features, edit features, print, and view feature layer attribute tables. A variety of base map options will be available; including aerial imagery and street maps, and the user will be able to toggle between them.
 1. Public Web Map – This web map will be deployed as a publicly available site at the City’s option. This site will display the basic information the City would like presented to the general public, but the end user will not be able to edit the data.

Exhibit A
City of Seagoville, Texas
Agreement For Professional Engineering Services with Halff Associates, Inc.

2. Secured Web Map – This web map will be deployed as a restricted site for use by the City staff only. Through this web map, City staff will be able to view all of their GIS data layers and make edits as needed.
3. Mobile GIS Application
 - a. Halff has developed an iPhone/iPad (iOS) application to support mobile GIS needs. The Halff GIS iOS App will be configured to support the City’s operational layers like the sewer system. The mobile GIS application will allow City staff to view asset information and collect new assets while in the field. Using the Halff App, the City will be able to collect additional assets that were not available during the initial data development process.
 - b. Halff will initially configure up to three mobile services for the City to use. If the City identifies additional mobile GIS needs, those services can be configured as well.
4. Role Based Security
 - a. Halff uses a role based security module to control access to the web maps and mobile GIS application. The City will have administration rights for the security module which allows for user account management. The designated administrator will have the ability to create, edit, and delete accounts as well as set the login role associated with the account and control which accounts have access to the mobile GIS application.
5. Training and Support
 - a. Halff will provide one day of on-site training for the City staff. This training session will cover the available datasets within the City’s GIS database, how to manage the security module, how to use the web maps, and how to use the mobile GIS application. Halff will also be available via telephone and email to answer the City’s questions.
6. Future GIS Planning
 - a. Halff will support the City with a GIS planning session to identify the goals and objectives the City has for the future expansion of their GIS system, which may include the implementation of a work order and asset management system.
7. GIS Database and Web Map Hosting
 - a. The web maps and GIS database developed for this project will be hosted on Halff’s corporate servers which physically reside in Richardson, TX. Halff’s IT department has a formal backup and disaster recovery plan in place which includes offsite virtualized servers, emergency power backup (short term and long term), and redundant internet connections. The hosting service includes server monitoring, security and user account administration, database administration, web map monitoring, and access to the Halff GIS iOS (iPhone/iPad) App.

Exhibit A
City of Seagoville, Texas
Agreement For Professional Engineering Services with Halff Associates, Inc.

C. Update Water Model Input

1. Update the existing hydraulic model to reflect new pipe and customers. Adjust modeled demands in the existing demand scenario to correspond to actual recent annual demand rates.
2. Develop revised future demand scenarios - Future demands will be projected in increments of 10, 20 and 50 years (assumed buildout) from present. Calculate domestic water demand projections for Seagoville retail customers based on historic per capita demands and future population projections. Develop daily demand pattern for use in extended period simulations.
3. Run and debug model.

D. Model Calibration

1. Collect field data for model calibration. Measure pump discharge flowrates, observe hydrant fire flow tests, and collect recorded SCADA data showing pump status, tank levels, etc. Develop sampling plan to collect and test water samples for disinfectant residual concentrations. Two days of field time for one person is assumed. Seagoville will provide personnel to perform up to 8 hydrant tests and perform other operational functions necessary for the data collection.
2. Calibrate the model to correlate to the collected field data, including disinfectant residuals. The goal of calibration will be to achieve modeled results within 10 percent of measured results for at least 90 percent of the collected field data. If the calibration goal cannot be achieved within the amount of time budgeted for the task, then Halff will document the actual level of calibration and estimate the expected model error in the final report. Recommendations for additional field testing, if appropriate, will be made to improve future calibration efforts.

E. Model Analysis

1. Analyze the updated existing system for peak and fire flow capability.
2. Analyze the water system at future time intervals for which demands have been projected.
 - a. Identify impacts to Seagoville's system in terms of its ability to meet future peak day and fire flow demands.
 - b. Perform a water quality simulation to estimate disinfectant residuals at hydraulically remote points. Analyze the need to boost disinfectant in the distribution system.
 - c. Estimate additional infrastructure improvements (water supply points, pumps, pipes, etc.) and capacity upgrades needed in Seagoville to maintain existing service and accommodate projected growth.

F. Water Conservation Plan Update

1. Compile Seagoville water and wastewater usage information and complete the Texas Water Development Board's (TWDB's) Water Conservation Utility Profile.

Exhibit A
City of Seagoville, Texas
Agreement For Professional Engineering Services with Halff Associates, Inc.

2. Develop recommendations for 5 and 10-year conservation targets and TWDB-required Best Management Practices. Meet with City staff to review and refine these recommendations for inclusion in the Conservation Plan.
 3. Review the City’s Drought Contingency Plan and revise as needed to conform with City of Dallas (Seagoville’s wholesale water supplier) requirements.
 4. Update the water conservation plan, including schedules and provisions required by the Texas Water Development Board Water Conservation Plan Guidance Checklist.
 5. Coordinate with the City Secretary and City Attorney for preparation of a proposed ordinance for Council action.
- G. Master Plan Report and CIP
1. Prepare master plan report documenting the project approach, major assumptions, calibration level, results of model analyses, and appropriate recommendations.
 2. Prepare Engineer’s opinion of probable cost for the planning, design, survey and construction of identified 10-year capital improvements. Prioritize improvement needs to address existing deficiencies, meet TCEQ requirements for minimum capacity, and provide capacity upgrades for future development and demands. Prepare 10-year Capital Improvement Program.

Fee Summary

A. Project Investigation and Coordination:	\$ 8,600
B. Asset Inventory and GIS Mapping	\$ 22,200
C. Update Water Model Input	\$ 13,200
D. Model Calibration	\$ 17,300
E. Model Analysis	\$ 22,600
F. Water Conservation Plan Update	\$ 11,200
G. Master Plan Report and CIP	\$ 20,100
Total	\$ 115,200

This project will be invoiced monthly on a **Lump Sum** basis. Direct expenses such as printing and other reprographics, delivery charges and vehicle mileage associated with the project are included in the lump sum budget.

Summary of Deliverables Provided as Part of This Scope

- Draft Master Plan Report
- Final Master Plan Report, incorporating review comments on the draft

Exhibit A
City of Seagoville, Texas
Agreement For Professional Engineering Services with Halff Associates, Inc.

Schedule

It is Halff Associates' intention to commence professional services promptly following receipt of notice-to-proceed. Halff will perform its services in a timely manner with the understanding that the completion of many of the project tasks and milestones is contingent upon information, reviews or tasks provided by others beyond Halff Associates' reasonable control. We propose to submit the identified deliverables within the following number of calendar days relative to approval of this contract and authorization to proceed.

- Draft Master Plan Report 160 days
- Final Master Plan Report 30 days from receipt of report comments

This scope of services will terminate upon submittal of the final Report and presentation of findings.

Services Not Included in this Scope of Services

- Condition assessment of infrastructure
- Impact Analyses related to providing wholesale water to entities beyond those currently served by Seagoville (FCI Seagoville and Combine).
- Coordination with Dallas for an alternate or new water point of delivery.
- Design Services
- Subsurface Utility Engineering

Assumptions

- Seagoville staff will perform hydrant tests and other operational functions necessary for the field-data collection; Halff personnel will be present to record results.
- The proposed fee includes costs to conduct field and/or laboratory analysis on up to five water samples for constituents important in the consideration of water disinfection chemistry and age (total chlorine, free chlorine, monochloramine, free ammonia, nitrite, and nitrate, pH).
- The asset inventory creation will include pipe, valves, hydrants, storage tanks and pumps that are already shown in the City's CAD maps and existing record drawings. This scope excludes field verification of asset attributes.

Regular Agenda Item:4

Meeting Date: October 2, 2017

Item Description

Consider and approve a resolution authorizing the City Manager to execute an agreement with HALFF Associates, Inc., for professional services on a task order basis; and approving Work Order #1 for assistance with the City's Storm Water Management Plan in an amount not to exceed \$29,400.00; and approving Work Order #2 for general on-call consultation services related water and wastewater services and for incorporating the City's GIS maps for its utilities into the City Works Software Platform, in an amount not to exceed \$30,000.00.

BACKGROUND OF ISSUE:

The City of Seagoville has contracted with HALFF Associates, Inc., for its Storm Water Maintenance Plan and various other water and wastewater engineering issues. The services of a full-time engineer are not feasible at this point, however, staff finds it necessary many times throughout the year to consult with various professionals to ensure the best possible service for our community is provided. Approval of this Agenda Item, will ensure that staff will have the ability to consult with extremely competent engineering professionals in the area of water and wastewater services to ensure that we make the best possible decisions for or residents, businesses and visitors to our community.

FINANCIAL IMPACT:

Approved FY2018 Budget \$29,400.00 for Storm water Management.

Approved FY2018 Budget \$30,000.00 for GIS Mapping integration into the City Works Software Platform and for general on-call consultation.

EXHIBITS

Exhibit A: Work Orders Authorization #1 and #2 with HALFF Associates, Inc.

Exhibit B: A Resolution authorizing the City Manager to sign all documents in relation to the Work Order Authorization #1 and #2 with HALFF Associates.



September 25, 2017

Mr. Patrick Stallings
City Manager
City of Seagoville, Texas
P.O. Box 369
702 N. Hwy 175
Seagoville, Texas 75159

RE: Agreement for Professional Services on a Task Order Basis

Dear Mr. Stallings

Halff Associates is pleased to provide this Agreement for Professional Services on a Task Order Basis and Work Order Authorization #1 for your review and approval. Work Order Authorization #1 includes FY 2018 assistance with the City's stormwater management plan (SWMP), with a proposed budget of \$29,400. Work Order Authorization #2 includes general on-call consultation services with a proposed budget of \$30,000. The second work order includes Halff assistance incorporating the City's GIS maps for its utilities into the CityWorks software platform.

Attached to this letter of transmittal are two complete originals of the Agreement for Professional Services on a Task Order Basis. This agreement includes Exhibit A, which is Halff Associates' hourly rate schedule, and Exhibit B, which is a unit pricing schedule. Also attached are two originals of Work Order Authorizations #1 and #2. If these documents meet with your approval, please execute both copies of the Agreement and each Work Order Authorization and return one original of each to us for our files. Our receipt of the executed document will serve as Notice to Proceed unless we are otherwise instructed.

We appreciate the opportunity to continue working for Seagoville. Please let me know if you have any questions or need any additional information.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "J. Melcher", is written over the company name.

Jayson Melcher, PE
Dallas Operations Manager

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the **City of Seagoville a Home Rule City** of the State of Texas, hereinafter referred to as "Client", duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

WITNESSETH:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

I. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

II. Services to be Performed by Engineer. Engineer shall provide to the Client basic engineering services on an "as needed" or "task order" basis as determined by the Client which services may include, but will not be limited to, those services normally rendered by an engineer to a similar client. It is anticipated that such services may include, but not be limited to planning, surveying, project design, project development, and consultation regarding general engineering issues, review of documentation, GIS services, database services, and defined construction phase services to assist the Client, as determined by the Client. Engineer, upon specific written request by the Client, will prepare a detailed fee schedule for the Client's review and approval. Should the Client request, Engineer may agree to assist the Client in developing and preparing a scope(s) of services responsive to a particular Task Order. Such task orders shall be bound by and interpreted by the terms of this Agreement. Task Orders shall be numbered sequentially. Task Orders will be individual stand-alone proposals and when executed by both Parties shall incorporate the terms of this Agreement such that this Agreement shall be amended. Engineer shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. Compensation of Engineer. Client agrees that Engineer shall be paid for any services requested by the Client, at the hourly rates reflected on **Exhibit A**, attached hereto, plus reasonable and necessary reimbursable expenses (Direct Costs) incurred by Engineer in the performance of the requested services. Direct costs shall include, but are not limited to, long distance telephone, postage, equipment, expendables, mileage, subcontractors or special consultants, freight, testing fees, copies and blueprints. See **Exhibit B** for the current Unit Pricing Schedule for direct costs. Direct Costs shall be billed at 1.1 times actual costs. If additional services, trips or expenses are requested, Engineer will not provide such additional services until authorized by the Client in writing to proceed.

Engineer agrees to submit monthly statements to the Client for basic professional engineering services. These statements will be based upon Engineer's actual services performed and reimbursable expenses incurred, if any, and the Client shall endeavor to make prompt payments. Each monthly invoice submitted by Engineer to the Client shall be reasonably itemized to show the amount of work performed during that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person. If the Client fails to pay Engineer within thirty (30) calendar days of the receipt of Engineer's invoice, Engineer may, after giving ten (10) days written notice to the Client, suspend professional engineering services until payment is received. Client agrees that Engineer shall be entitled to interest on accounts that are greater than 45 days and such interest shall be reimbursed to Engineer at a rate of one percent (1%) per month. The assessment of interest on accounts receivable shall not preclude Engineer from suspending services as described above.

IV. Client's Obligations. The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

V. Termination of Work - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. Ownership of Documents - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

VII. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

VIII. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

IX. Insurance. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of three years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. For coverage provided on a claims-made basis, Engineer agrees to use its best efforts to maintain this policy for a period of four (4) years after the cessation of any work for the Client or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time. Engineer shall submit to the Client a certificate of insurance prior to commencing work for the Client.

X. Prompt Performance by Engineer. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.

XI. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

XII. Assignment and Delegation. Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

XIII. Jurisdiction and Venue - This Agreement shall be administered under the substantive laws of the State Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in Dallas County, Texas.

XIV. Integration, Merger and Severability – This Agreement and the authorized Task Orders are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. Exclusivity of Remedies – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article XIX. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. Timeliness of Performance - Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

XVIII. Signatories. The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

XIX. Agreed Remedies - IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE FOR THE

SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

Further, it is the intent of the Parties to this Agreement that Engineer's services under this Agreement shall not subject Engineer's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

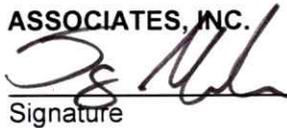
XX. Waiver - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the 2nd day of October, 2017.

HALFF ASSOCIATES, INC.

CITY OF SEAGOVILLE, TEXAS

By:


Signature

By:

Signature

Jayson Melcher
Printed Name

Printed Name

Dallas Operations Manager
Title

Title

September 25, 2017
Date

Date

City of Seagoville, Texas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

Work Order Authorization No. 1
FY 2017 Seagoville SWMP Implementation Assistance
October 2, 2017

The City of Seagoville has requested that Halff assist the City with implementation of its Storm Water Management Plan (SWMP) to meet the requirements of the small Municipal Separate Storm Sewer System (MS4) permit. Halff Associates will perform the following proposed services under the terms and conditions described in the **Agreement for Professional Engineering Services on a Work Order Basis (Agreement)**, dated October 2, 2017, between Halff Associates and the City of Seagoville.

Scope of Work:	<p><u>Task # 1 – Meetings</u></p> <ol style="list-style-type: none"> 1. Council Presentation - Provide an update of Seagoville’s stormwater management plan to City Council. 2. Staff Meetings – Lead up to three (3) meetings with City staff to review SWMP implementation requirements and schedule, BMP goals, responsibilities, and progress. Review and provide feedback for activities in progress. 3. Neighborhood Watch Group Presentation – Provide a presentation to a watch group to teach the group how to detect and report illicit discharges. <p><u>Task # 2 – General Coordination, BMP Assistance and Review</u> Typical effort in this task may include:</p> <ol style="list-style-type: none"> 1. Provide ongoing support and guidance throughout the year outside of regularly scheduled meetings. 2. Assist in development of public education and outreach materials 3. MS4 Map Updates <ul style="list-style-type: none"> - Compile relevant data from existing records. - Update MS4 Map in GIS and provide hard copy maps. 4. MCM 2, Illicit Discharge Detection <ul style="list-style-type: none"> - Provide assistance in dry-weather screening (BMP 2.7) - Develop educational materials for a Neighborhood Watch Group (BMP 2.9) <p><u>Task #3 – Prepare Annual Report</u></p> <ol style="list-style-type: none"> 1. Prepare Annual Report for FY 2017 – Year 3 of the 2013 MS4 permit. This report will document stormwater management activities conducted between October 1, 2016 and September 30, 2017.
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City of Seagoville, Texas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

Deliverables:	<ol style="list-style-type: none"> 1. Updated MS4 Map 2. Illicit Discharge Detection Documents 3. Annual Report for 2016-2017 										
Items Furnished by City:	<ol style="list-style-type: none"> 1. Records, logs, documentation of stormwater activities performed. 										
Schedule:	Complete by September 30, 2018.										
Fees:	<p>This Task will be billed on a time and materials basis in accordance with the Agreement. The proposed budget for these services is as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Task #1:</td> <td style="text-align: right;">\$ 10,000</td> </tr> <tr> <td>Task #2:</td> <td style="text-align: right;">\$ 15,000</td> </tr> <tr> <td>Task #3:</td> <td style="text-align: right;">\$ 4,000</td> </tr> <tr> <td><u>Reimbursable Expenses</u></td> <td style="text-align: right;"><u>\$ 400</u></td> </tr> <tr> <td>Work Order #1 Total:</td> <td style="text-align: right;">\$ 29,400</td> </tr> </table>	Task #1:	\$ 10,000	Task #2:	\$ 15,000	Task #3:	\$ 4,000	<u>Reimbursable Expenses</u>	<u>\$ 400</u>	Work Order #1 Total:	\$ 29,400
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Task #3:	\$ 4,000										
<u>Reimbursable Expenses</u>	<u>\$ 400</u>										
Work Order #1 Total:	\$ 29,400										

Submitted:
HALFF ASSOCIATES, INC.

Approved:
CITY OF SEAGOVILLE, TEXAS

By: 
 Signature

By: _____
 Signature

Jayson Melcher, PE
 Printed Name

 Printed Name

Dallas Operations Manager
 Title

 Title

September 25, 2017
 Date

 Date

City of Seagoville, Texas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

Work Order Authorization No. 2
General Engineering Consultation
October 2, 2017

The City of Seagoville has requested Halff's assistance on needs that may arise throughout the course of the year regarding engineering matters, or other services that Halff can provide. Halff Associates will provide on-call consultation services under the terms and conditions described in the **Agreement for Professional Engineering Services on a Work Order Basis (Agreement)**, dated October 2, 2017, between Halff Associates and the City of Seagoville.

Scope of Work:	Provide general engineering consultation to Seagoville in FY 2018 at City's request. Provide GIS support related to the City of Seagoville's purchase of the CityWorks Work Order Management Software.
Items Furnished by Seagoville:	As Requested
Schedule:	As Needed
Fees:	This Task will be billed on a time and materials basis in accordance with the Agreement. The proposed budget for these services is as follows: Work Order #2 Total: \$ 30,000

Submitted:
HALFF ASSOCIATES, INC.

Approved:
CITY OF SEAGOVILLE, TEXAS

By: 
 Signature

By: _____
 Signature

Jayson Melcher, PE
 Printed Name

 Printed Name

Dallas Operations Manager
 Title

 Title

September 25, 2017
 Date

 Date

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the **City of Seagoville** a Home Rule City of the State of Texas, hereinafter referred to as "Client", duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

WITNESSETH:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

I. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

II. Services to be Performed by Engineer. Engineer shall provide to the Client basic engineering services on an "as needed" or "task order" basis as determined by the Client which services may include, but will not be limited to, those services normally rendered by an engineer to a similar client. It is anticipated that such services may include, but not be limited to planning, surveying, project design, project development, and consultation regarding general engineering issues, review of documentation, GIS services, database services, and defined construction phase services to assist the Client, as determined by the Client. Engineer, upon specific written request by the Client, will prepare a detailed fee schedule for the Client's review and approval. Should the Client request, Engineer may agree to assist the Client in developing and preparing a scope(s) of services responsive to a particular Task Order. Such task orders shall be bound by and interpreted by the terms of this Agreement. Task Orders shall be numbered sequentially. Task Orders will be individual stand-alone proposals and when executed by both Parties shall incorporate the terms of this Agreement such that this Agreement shall be amended. Engineer shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. Compensation of Engineer. Client agrees that Engineer shall be paid for any services requested by the Client, at the hourly rates reflected on **Exhibit A**, attached hereto, plus reasonable and necessary reimbursable expenses (Direct Costs) incurred by Engineer in the performance of the requested services. Direct costs shall include, but are not limited to, long distance telephone, postage, equipment, expendables, mileage, subcontractors or special consultants, freight, testing fees, copies and blueprints. See **Exhibit B** for the current Unit Pricing Schedule for direct costs. Direct Costs shall be billed at 1.1 times actual costs. If additional services, trips or expenses are requested, Engineer will not provide such additional services until authorized by the Client in writing to proceed.

Engineer agrees to submit monthly statements to the Client for basic professional engineering services. These statements will be based upon Engineer's actual services performed and reimbursable expenses incurred, if any, and the Client shall endeavor to make prompt payments. Each monthly invoice submitted by Engineer to the Client shall be reasonably itemized to show the amount of work performed during that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person. If the Client fails to pay Engineer within thirty (30) calendar days of the receipt of Engineer's invoice, Engineer may, after giving ten (10) days written notice to the Client, suspend professional engineering services until payment is received. Client agrees that Engineer shall be entitled to interest on accounts that are greater than 45 days and such interest shall be reimbursed to Engineer at a rate of one percent (1%) per month. The assessment of interest on accounts receivable shall not preclude Engineer from suspending services as described above.

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SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

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IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the 2nd day of October, 2017.

HALFF ASSOCIATES, INC.

CITY OF SEAGOVILLE, TEXAS

By:


Signature

By:

Signature

Jayson Melcher

Printed Name

Printed Name

Dallas Operations Manager

Title

Title

September 25, 2017

Date

Date

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October 2, 2017

The City of Seagoville has requested that Halff assist the City with implementation of its Storm Water Management Plan (SWMP) to meet the requirements of the small Municipal Separate Storm Sewer System (MS4) permit. Halff Associates will perform the following proposed services under the terms and conditions described in the **Agreement for Professional Engineering Services on a Work Order Basis (Agreement)**, dated October 2, 2017, between Halff Associates and the City of Seagoville.

Scope of Work:	<p><u>Task # 1 – Meetings</u></p> <ol style="list-style-type: none"> 1. Council Presentation - Provide an update of Seagoville’s stormwater management plan to City Council. 2. Staff Meetings – Lead up to three (3) meetings with City staff to review SWMP implementation requirements and schedule, BMP goals, responsibilities, and progress. Review and provide feedback for activities in progress. 3. Neighborhood Watch Group Presentation – Provide a presentation to a watch group to teach the group how to detect and report illicit discharges. <p><u>Task # 2 – General Coordination, BMP Assistance and Review</u> Typical effort in this task may include:</p> <ol style="list-style-type: none"> 1. Provide ongoing support and guidance throughout the year outside of regularly scheduled meetings. 2. Assist in development of public education and outreach materials 3. MS4 Map Updates <ul style="list-style-type: none"> - Compile relevant data from existing records. - Update MS4 Map in GIS and provide hard copy maps. 4. MCM 2, Illicit Discharge Detection <ul style="list-style-type: none"> - Provide assistance in dry-weather screening (BMP 2.7) - Develop educational materials for a Neighborhood Watch Group (BMP 2.9) <p><u>Task #3 – Prepare Annual Report</u></p> <ol style="list-style-type: none"> 1. Prepare Annual Report for FY 2017 – Year 3 of the 2013 MS4 permit. This report will document stormwater management activities conducted between October 1, 2016 and September 30, 2017.
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**City of Seagoville, Texas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.**

Deliverables:	<ol style="list-style-type: none"> 1. Updated MS4 Map 2. Illicit Discharge Detection Documents 3. Annual Report for 2016-2017 										
Items Furnished by City:	<ol style="list-style-type: none"> 1. Records, logs, documentation of stormwater activities performed. 										
Schedule:	Complete by September 30, 2018.										
Fees:	<p>This Task will be billed on a time and materials basis in accordance with the Agreement. The proposed budget for these services is as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Task #1:</td> <td style="text-align: right;">\$ 10,000</td> </tr> <tr> <td>Task #2:</td> <td style="text-align: right;">\$ 15,000</td> </tr> <tr> <td>Task #3:</td> <td style="text-align: right;">\$ 4,000</td> </tr> <tr> <td><u>Reimbursable Expenses</u></td> <td style="text-align: right;"><u>\$ 400</u></td> </tr> <tr> <td>Work Order #1 Total:</td> <td style="text-align: right;">\$ 29,400</td> </tr> </table>	Task #1:	\$ 10,000	Task #2:	\$ 15,000	Task #3:	\$ 4,000	<u>Reimbursable Expenses</u>	<u>\$ 400</u>	Work Order #1 Total:	\$ 29,400
Task #1:	\$ 10,000										
Task #2:	\$ 15,000										
Task #3:	\$ 4,000										
<u>Reimbursable Expenses</u>	<u>\$ 400</u>										
Work Order #1 Total:	\$ 29,400										

Submitted:
HALFF ASSOCIATES, INC.

Approved:
CITY OF SEAGOVILLE, TEXAS

By: 
Signature

By: _____
Signature

Jayson Melcher, PE
Printed Name

Printed Name

Dallas Operations Manager
Title

Title

September 25, 2017
Date

Date

**City of Seagoville, Texas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.**

**Work Order Authorization No. 2
General Engineering Consultation
October 2, 2017**

The City of Seagoville has requested Halff's assistance on needs that may arise throughout the course of the year regarding engineering matters, or other services that Halff can provide. Halff Associates will provide on-call consultation services under the terms and conditions described in the **Agreement for Professional Engineering Services on a Work Order Basis (Agreement)**, dated October 2, 2017, between Halff Associates and the City of Seagoville.

Scope of Work:	Provide general engineering consultation to Seagoville in FY 2018 at City's request. Provide GIS support related to the City of Seagoville's purchase of the CityWorks Work Order Management Software.
Items Furnished by Seagoville:	As Requested
Schedule:	As Needed
Fees:	This Task will be billed on a time and materials basis in accordance with the Agreement. The proposed budget for these services is as follows: Work Order #2 Total: \$ 30,000

Submitted:
HALFF ASSOCIATES, INC.

Approved:
CITY OF SEAGOVILLE, TEXAS

By: 
Signature

By: _____
Signature

Jayson Melcher, PE
Printed Name

Printed Name

Dallas Operations Manager
Title

Title

September 25, 2017
Date

Date

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 63-R-2017

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH HALFF ASSOCIATES, INC. FOR PROFESSIONAL SERVICES ON A TASK ORDER BASIS; AND APPROVING WORK ORDER #1 FOR ASSISTANCE WITH THE CITY'S STORM WATER MANAGEMENT PLAN IN AN AMOUNT NOT TO EXCEED \$29,400.00; AND APPROVING WORK ORDER #2, FOR GENERAL ON-CALL CONSULTATION SERVICES RELATED TO INCORPORATING THE CITY'S GIS MAPS FOR ITS UTILITIES INTO THE CITY WORKS SOFTWARE PLATFORM, AND GENERAL ON-CALL WATER AND WASTEWATER ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$30,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas has identified the need for occasional professional engineering services; and

WHEREAS, Halff Associates, Inc. has been determined to be the most qualified to perform such engineering services and has offered to perform such services on a task order basis for a reasonable and equitable fee; and

WHEREAS, Halff Associates, Inc. has provided a proposal for professional engineering services on a task order basis, and has also provided a proposal for Work Order No. 1, to include services related to the City's Storm Water Management Plan, and Work Order No. 2, providing on-call consultation services related to the incorporation of the City's GIS into the City Works Software Platform, and on-call water and wastewater engineering services; and

WHEREAS, the City Council for the City of Seagoville, Texas finds it to be in the best interest of the City of Seagoville to approve the Professional Services Agreement with Halff Associates, Inc for engineering services on a task order basis, and to approve Work Order No. 1 and Work Order No. 2.

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

Section 1. The City Manager is hereby authorized, on behalf of the City of Seagoville, Texas, to sign an agreement with Halff Associates, Inc. for Professional Engineering Services on a Task-Order Basis, which is attached hereto and incorporated herein as Exhibit "A".

Section 2. The City Manager is hereby authorized to execute, on behalf of the City of Seagoville, Work Order No. 1, attached hereto as Exhibit "B", for services related to the City's Storm Water Management Plan, in an amount not to exceed \$29,400.00.

Section 3. The City Manager is hereby authorized to execute, on behalf of the City of Seagoville, Work Order No. 2, attached hereto as Exhibit “C”, for on-call consultation services related to the incorporation of the City’s GIS utility maps into the City Works software platform, and for on-call water and wastewater engineering services in an amount not to exceed \$30,000.00.

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

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this 2nd day of October, 2017.

APPROVED

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

Regular Agenda Item: 5

Meeting Date: October 2, 2017

ITEM DESCRIPTION

Conduct a public hearing concerning Summer Lakes request to rezone approximately 86.39 acre tract from Residential 1 (R-1) zoning to Planned Development (PD-1705) zoning and amend the Comprehensive Land Use Plan.

BACKGROUND OF ISSUE:

The subject property is an 86.39 acre tract of land situated in the Herman Heider Survey, Abstract No. 541, located on the Northeast corner of Seagoville Road and Ard Road. The property is located at the intersection of Seagoville Road at Ard Road.

There were thirty-eight (38) property owners that were notified in accordance with the 200-foot rule by mail on Thursday, September 7, 2017, and proper notification was advertised in the Monday, September 11, 2017 edition of the Daily Commercial Records (per the Texas Local Government Code) and published again on Monday, September 18, 2017. As of the date of this report, 0 property owners letters (in favor of) and 0 property owners letters (opposed to) have been returned to the City. City Staff has spoken to 1 person (in person) concerning this request. City Staff has received 0 telephone calls regarding the zoning request. Five (5) residents did speak at the Planning & Zoning Commission Meeting in opposition.

FINANCIAL IMPACT:

RECOMMENDATION:

EXHIBITS

Application

Conceptual Plan

Public Hearing Notice to Property Owners within 200 feet



DEVELOPMENT APPLICATION

City of Seagoville, Texas

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

Subdivision/Plat:	Site Plan:	Other:
<input type="checkbox"/> Preliminary Plat	<input checked="" type="checkbox"/> Concept Plan	<input type="checkbox"/> Landscape Plan
<input type="checkbox"/> Final Plat	<input type="checkbox"/> Site Plan	<input type="checkbox"/> Irrigation Plan
<input type="checkbox"/> Plat Vacation	<input type="checkbox"/> Revised Site Plan	<input type="checkbox"/> Elevation/Façade Plan
<input type="checkbox"/> Revised Plat (check type above)		<input type="checkbox"/> Screening Wall/Fence Plan
		<input type="checkbox"/> Engineering Plans

Planned Development

Name of Subdivision or Project: Summer Lakes
Physical Location of Property: Northeast Corner Seagoville Rd. & ARDRD.
[General Location - approximate distance to nearest existing street corner]
Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description): _____

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]
Acreage: 8.039 Existing # of Lots/Tracts: NA Existing Zoning: NA
[If zoned PD, attach a copy of the PD ordinance to this application]

Applicant / Owner's Name: DJB PROPERTIES INVESTMENTS Applicant or Owner? (circle one)

Contact Person: Caprice Michelle Title: Representative

Company Name: _____
Street/Mailing Address: 6028 Toledo St. City: Plano State: TX Zip: 75094-4001
Phone: (214) 789-7344 Fax: _____ Email Address: capricemichelle@gmail.com

Engineer / Representative's Name: KPA CONSULTING INC.

Contact Person: PAT ATKINS Title: PRESIDENT

Company Name: _____
Street/Mailing Address: 3076 Hays Ln. City: Rockwall State: TX Zip: 75087
Phone: (972) 388-6383 Fax: _____ Email Address: KPATATKINS@earthlink.net

SUBMITTAL DEADLINE: 28 DAYS PRIOR TO P&Z MEETING DATE (Residential replats must be submitted at least 30 days prior to meeting to allow time for public hearing notification - application must include letter waiving 30-day review time. Please contact City staff for all submittal deadlines.)
All applications must be COMPLETE before they will be scheduled for P&Z agenda. It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be obtained from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements.
All application materials (one copy) must be delivered directly to the City's Planner (in addition to the required submittal materials delivered to the City - check with City staff and with the City's Planner in advance for submittal requirements for each type of development application). The name, address, phone number, etc. of the City's Planner can be obtained from City staff. Failure to submit all materials (including full engineering plans, if applicable) to the City's Planner may result in delays scheduling the application for a P&Z agenda.
Notice of Public Records. The submission of plans/drawings/etc. with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings/etc.) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

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

Signed: Susan S. Pope Title: President Date: 8/3/17
Notary ID # 129191578 My Commission Expires November 5, 2020
SUBSCRIBED AND SWORN TO before me, this the 8th day of August, 2017.
Notary Public in and for the State of Texas: Susan S. Pope
My Commission Expires On: 11-05-2020



Office Use Only: Date Rec'd: 8-8-17 Fees Paid: \$ 1500 Check #: 1168 Receipt #: 479787
Development Case #: _____ Accepted By: SRS Official Submittal Date: _____



September 7, 2017

PUBLIC NOTICE
NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING & ZONING COMMISSION AND CITY COUNCIL
City of Seagoville, Texas
Z2017-05

A public hearing will be held before the Planning & Zoning Commission on Tuesday, September 26, 2017 at 6:30 p.m., and before the City Council on Monday, October 2, 2017 at 7:00 p.m., in the Council Chambers, City Hall, 702 North U.S Highway 175, Seagoville, Texas, for the purpose of a zoning request to rezone approximately 86.39 acre tract from Residential 1 (R-1) zoning to Planned Development (PD 17-05) zoning and amend the Comprehensive Land Use Plan. Applicant: *Summer Lakes (PD 17-05).*

The subject property is an 86.39 acre tract of land situated in the Herman Heider Survey, Abstract No. 541, located on the Northeast corner of Seagoville Road and Ard Road.

The City Council of the City of Seagoville will hold a public hearing on Monday, October 2, 2017, at 7:00 p.m. in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, to consider the recommendation of the Planning and Zoning Commission in regards to this request.

As an interested citizen, you may appear at the public hearings or you may send a notice, prior to 5:00 p.m. on the day of the public hearings, to either City Secretary Kandi Jackson or to Jessica Sherman, Administrative Assistant, 702 North U.S Highway 175, Seagoville, Texas 75159 or via fax at (469-319-5025) stating your position.

Questions regarding this rezoning request may be directed to Jessica Sherman, at (469) 319-5027.

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

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

"I am... (in favor of) (opposed to) ...the rezoning request Z2017-05 described herein."

Additional Comments (affix additional sheet if necessary): _____

Signature(s): _____

Printed Name(s): _____

Address: _____

Phone Number: _____

Owner	Location
Ezeakil Henderson Jr 442 Ard Rd, Seagoville TX 75159	442 Ard Rd
Vivian Homes LTD PO BOX 801012, Balch Springs TX 75180	620 Ard Rd
Munnrtlyn & Katherine Myers 721 Ard Rd, Seagoville TX 75159	721 Ard Rd
Michael Wright Sr 723 Ard Rd, Seagoville TX 75159	723 Ard Rd
Leonard & Alta Curtis 811 Ard Rd, Seagoville TX 75159	811 Ard Rd
Lonnie & Brenda Bowen PO BOX 800861, Balch Springs TX 75180	807 Ard Rd
Leonard Curtis 811 Ard Rd, Seagoville TX 75159	811 Ard Rd
James Lauderdale 813 Ard Rd, Seagoville TX 75159	813 Ard Rd
Majory Barclay 609 N Hwy 175 # 139 Seagoville TX 75159	910 Ard Rd
Marina Urbina 920 Ard Rd, Seagoville TX 75159	920 Ard Rd
Joshua Stanfield 2700 Lauren Way, Seagoville TX 75159	2700 Lauren Way
Bonnie Rivera 2701 Lauren Way, Seagoville TX 75159	2701 Lauren Way
Faviano Nava 2702 Lauren Way, Seagoville TX 75159	2702 Lauren Way
Dyrickeyo Johnson 2703 Lauren Way, Seagoville TX 75159	2703 Lauren Way
Brian & Susan Gooch 2700 Maci Ct, Seagoville TX 75159	2700 Maci Ct
Maggie Wright 2701 Maci Ct, Seagoville TX 75159	2701 Maci Ct
Michiala Stewart 2702 Maci Ct, Seagoville TX 75159	2702 Maci Ct
Maggie Wright 2703 Maci Ct, Seagoville TX 75159	2703 Maci Ct
James Lauderdale 813 Ard Rd, Seagoville TX 75159	2 Prescott Ln
Craig Waggoner 2500 Seagoville Rd, Seagoville TX 75159	2500 E Seagoville Rd
Dovie Glenn 2504 Seagoville Rd, Seagoville TX 75159	2504 E Seagoville Rd
Isamel & Luis Arpero 2509 Laurel St, Grand Prairie TX 75050	2505 E Seagoville Rd
James Morris Jr 2511 Seagoville Rd, Seagoville TX 75159	2511 E Seagoville Rd
Luis & Angelica Barrios 512 Brightwood Dr, Dallas TX 75217	2515 E Seagoville Rd
Silverio Vasquez 2609 Seagoville Rd, Seagoville TX 75159	2609 E Seagoville Rd

Owner	Location
Brianna Stephens 2619 Seagoville Rd, Seagoville TX 75159	2619 E Seagoville Rd
Charles & Francile Crooks 2606 Letaway, Mesquite TX 75150	2621 E Seagoville Rd
Donald Taylor 2502 Seagoville Rd, Seagoville TX 75159	2502 Seagoville Rd
Alex & Teresa Vasquez 2515 Seagoville Rd, Seagoville TX 75159	2515 Seagoville Rd
David & Della Segura 2601 Seagoville Rd, Seagoville TX 75159	2601 Seagoville Rd
Sotero & Carolina Garcia 2603 Seagoville Rd, Seagoville TX 75159	2603 Seagoville Rd
Cesar Garcia 2605 Seagoville Rd, Seagoville TX 75159	2605 Seagoville Rd
Silverio & Mario Vasquez 2609 Seagoville Rd, Seagoville TX 75159	2609 Seagoville Rd
Alberto & Matha Garcia 2615 Seagoville Rd, Seagoville TX 75159	2615 Seagoville Rd
Cathedral of Life Full Gospel Church PO BOX 360895, Dallas TX 75336	2629 Seagoville Rd
Bubblez Car Wash LLC PO BOX 192274, Dallas TX 75219	2701 Seagoville Rd
Charlotte Taylor 2414 Seagoville Rd, Seagoville TX 75159	2401 Simonds Rd
Judith & Kirby Smith 6800 Del Norte Ln Apt # 245 Dallas TX 75225	100 Stark Rd



September 7, 2017

VIA email – notices@dailycommercialrecord.com

Daily Commercial Record
706 Main Street
Dallas, Texas 75202

Please publish the legal notice as shown below in the **September 11, 2017** issue of your newspaper. Thank you!

Jessica Sherman, Administrative Assistant
City of Seagoville 702 North U.S. Highway 175 Seagoville, Texas 75159
Fax: (469) 319-5025

NOTICE OF A PUBLIC HEARING BEFORE THE CITY OF SEAGOVILLE
PLANNING & ZONING COMMISSION AND CITY COUNCIL
ZONING CASE #Z2017-04

A Public Hearing will be held before the Planning & Zoning Commission on Tuesday, September 26, 2017 at 6:30 p.m., and before the City Council on Monday, October 2, 2017, at 7:00 p.m., in the Council Chambers, City Hall, 702 N.Highway 175, Seagoville, Texas, on a zoning request to rezone approximately 86.39 acre tract from Residential 1 (R-1) zoning to Planned Development (PD 1705) zoning and amend the Comprehensive Land Use Plan. Applicant: *Summer Lakes (PD 1705)*

The subject property is located at the Northeast Corner of Seagoville Road and Ard Road. Described as an 86.39 acre tract of land situated in the Herman Heider Survey, Abstract No. 541.

The City Council of the City of Seagoville will hold a public hearing on Monday, October 2, 2017, at 7:00 p.m. in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, to consider the recommendation of the Planning and Zoning Commission in regards to this request.

As an interested citizen, you may appear at the public hearings or you may send a notice, prior to 5:00 p.m. on the days of the public hearings, to City Secretary Kandi Jackson or Administrative Assistant Jessica Sherman, 702 N. Highway 175, Seagoville, Texas 75159 or via fax at (469) 319-5025 stating your position.

City of Seagoville
Kandi Jackson
City Secretary

Jessica Sherman
Administrative Assistant



September 14, 2017

VIA email – notices@dailycommercialrecord.com

Daily Commercial Record
706 Main Street
Dallas, Texas 75202

Please publish the legal notice as shown below in the **September 18, 2017** issue of your newspaper. Thank you!

Jessica Sherman, Administrative Assistant
City of Seagoville 702 North U.S. Highway 175 Seagoville, Texas 75159
Fax: (469) 319-5025

NOTICE OF A PUBLIC HEARING BEFORE THE CITY OF SEAGOVILLE
PLANNING & ZONING COMMISSION AND CITY COUNCIL
ZONING CASE #Z2017-04

A Public Hearing will be held before the Planning & Zoning Commission on Tuesday, September 26, 2017 at 6:30 p.m., and before the City Council on Monday, October 2, 2017, at 7:00 p.m., in the Council Chambers, City Hall, 702 N.Highway 175, Seagoville, Texas, on a zoning request to rezone approximately 86.39 acre tract from Residential 1 (R-1) zoning to Planned Development (PD 1705) zoning and amend the Comprehensive Land Use Plan. Applicant: *Summer Lakes (PD 1705)*

The subject property is located at the Northeast Corner of Seagoville Road and Ard Road. Described as an 86.39 acre tract of land situated in the Herman Heider Survey, Abstract No. 541.

The City Council of the City of Seagoville will hold a public hearing on Monday, October 2, 2017, at 7:00 p.m. in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, to consider the recommendation of the Planning and Zoning Commission in regards to this request.

As an interested citizen, you may appear at the public hearings or you may send a notice, prior to 5:00 p.m. on the days of the public hearings, to City Secretary Kandi Jackson or Administrative Assistant Jessica Sherman, 702 N. Highway 175, Seagoville, Texas 75159 or via fax at (469) 319-5025 stating your position.

City of Seagoville
Kandi Jackson
City Secretary

Jessica Sherman
Administrative Assistant

Regular Agenda Item: 6

Meeting Date: October 2, 2017

ITEM DESCRIPTION

Consider approval of an ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and map of the City of Seagoville, Dallas, County, Texas, as heretofore amended, by granting a change in zoning from Residential-1 (R-1) to Planned Development (PD-1705) for 86.39 acres of land located on the Northeast corner of Seagoville Road and Ard Road, Seagoville, Dallas County, Texas and being legally described in exhibit "A", attached hereto and incorporated herein; providing for the amended development regulations; providing for the approval of the Concept Plan, which is attached hereto and incorporated herein as Exhibit "A"; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date.

BACKGROUND OF ISSUE:

The City received an application from Summer Lakes for a zone change request from Residential 1 (R-1) zoning to Planned Development (PD-1705). The Planning & Zoning Commission heard the request and held its public hearing on Tuesday, September 26, 2017. Upon vote, a motion was made and carried with a 7/0 vote to recommend approval of PD-1705.

FINANCIAL IMPACT:

RECOMMENDATION:

Staff recommends approval of the ordinance for PD-1705

EXHIBITS

Ordinance with legal description

Concept Plan

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 23-2017

AN ORDINANCE OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM RESIDENTIAL-1 (R-1) TO PLANNED DEVELOPMENT (PD-1705) TO ALLOW FOR DEVELOPMENT OF A RESIDENTIAL SUBDIVISION FOR 86.39 ACRES OF LAND, DESCRIBED AS PART OF THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, LOCATED ON THE NORTHEAST CORNER OF SEAGOVILLE ROAD AND ARD ROAD, SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING LEGALLY DESCRIBED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR DEVELOPMENT REGULATIONS; PROVIDING FOR THE APPROVAL OF THE CONCEPT PLAN, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT “B”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City 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 Application (PD-1705) 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:

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 Residential-1 (R-1) to Planned Development (PD 1705) to allow for development of a residential subdivision for 86.39 acres of land described as part of the Herman Heider Survey, Abstract No. 541, located on the Northeast corner of Seagoville Road and Ard Road, Seagoville, Dallas County, Texas, and being legally described in Exhibit “A”, attached hereto and incorporated herein.

SECTION 2. The property shall be developed and used in accordance with the City of Seagoville Zoning Ordinance and Construction Standards, except as amended herein, and the following development regulations:

- A. The property shall be developed as a residential subdivision consisting of not more than 288 single-family residential lots and 8 common space lots, in accordance with the approved Conceptual Plan, which is attached hereto as Exhibit B and adopted herein;
- B. The front yard of every residential lot shall have a minimum depth of not less than twenty feet (20’);
- C. The side yard of every residential lot shall have a width of not less than five feet (5’) from the building lines, except that the side yard of a corner lot adjacent to a street shall have a width of not less than ten feet (10’);
- D. The rear yard of every residential lot shall have a minimum depth of not less than 10 feet (10’);
- E. The minimum area of every residential lot shall be not less than 6,000 square feet;
- F. The minimum area regulations listed above in subsection (E) do not apply to those residential lots which measure 50 feet in width, however, no lot shall be less than 6,000 square feet;
- G. The minimum depth of all other residential lots shall be not less than 110 feet (110’);
- H. The minimum width of all residential lots shall be not less than 50 feet (50’);
- I. The minimum living area of each residential dwelling shall not be less than 2,000 square feet for each lot that is 50 feet (50’) in width;
- J. The minimum living area of each residential dwelling shall not be less than 2,200 square feet for each lot that is between 60 feet (60’) and 80 feet (80’) in width;
- K. Each dwelling unit must provide an enclosed garage with a minimum of 400 square feet. Except, however, the city council may grant a special use permit in accordance with division 26 of Seagoville Zoning Ordinance to alter an existing premises occupied or to be occupied by a handicapped person, as defined by Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), 42 USCA § 3601 et seq., as amended, if such modification is necessary to afford such person full enjoyment of said premises.;
- L. The main structure and garage shall not cover more than 70 percent of the lot area;
- M. The maximum height for all buildings is 35 feet (35’);
- N. The maximum length of driveway pavement shall be 20 feet which shall not encroach into a sidewalk;

- O. All fence posts shall be schedule 40 steel pipe fence post(s) be buried to a depth of two feet (2') in concrete as required by Article 21.08 of the City of Seagoville Code of Ordinances;
- P. A six-foot (6') screening wall constructed of rock, brick, stone, cementitious and wrought iron and combination thereof shall be constructed along the entire length of the property that borders Seagoville Road and Ard Road;
- Q. An eight-foot (8') wood privacy fence will separate the property which is perpendicular from Ard Road to a future minor collector road as shown on the thoroughfare plan;
- R. A hike/bike trail, play ground and community garden/agri-hood will be constructed within the open space, as depicted on the concept plan attached hereto as Exhibit B;
- S. All common areas, detention ponds, green space, screening walls, landscaping, irrigation and unimproved surfaces shall be maintained by the Homeowners' Association ("HOA");
- T. The property shall be landscaped in compliance with Division 21 of the City of Seagoville Zoning Ordinance;
- U. All signage shall comply with Article 21.09 of the City of Seagoville Code of Ordinances, and the signage constructed at the primary entrance to the property from Seagoville Road must be consistent with that depicted on the Concept Plan attached hereto as Exhibit B;
- V. One-half of Ard Road, specifically that portion of the property which abuts the full length of Ard Road, shall be paved concrete, curb, and gutter roadway;
- W. All structures must be constructed of 90% masonry material, which consists of brick, rock, stone, and hardiplank; and
- X. Except as amended herein, all construction shall comply with the construction standards and ordinances of the City of Seagoville, Texas.

SECTION 3. The property shall be developed and used only in accordance with the conceptual plan attached as Exhibit "B" and incorporated herein for all purposes, and which is hereby approved.

SECTION 4. That the above property shall be used only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended and as amended herein.

SECTION 5. 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 6. 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 7. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 8. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 9. That this ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Seagoville, Texas, this the 2nd day of October, 2017.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY
(/kkj)

EXHIBIT A

Being a tract of land situated in the Herman Heider Survey, Abstract No. 541, Town of Seagoville, Dallas County, Texas, being part of a 100 acre tract of land conveyed to Lewis A. Price and wife, Ethel R. Price, by deed filed December 28, 1934, and recorded in Volume 1878, Page 631, Deed Records, Dallas County, Texas, and being more particularly described as follows:

Beginning at the intersection of the northeast line of Seagoville Road (an 80' R.O.W.), with the southeast line of Ard Road, (a 43.5' R.O.W.), an iron stake for corner;

Thence North 44 degrees 43 minutes 15 seconds East, with the said southeast line of Ard Road, a distance of 1735.28 feet, an iron stake found for corner;

Thence South 45 degrees 00 minutes East, with the northeast line of said Lewis A. Price 100 acre tract, a distance of 2355.77 feet to the most northerly corner of a 3.995 acre tract of land conveyed to Texas Power and Light Company by deed recorded in Volume 5626, Page 665, Deed Records, Dallas County, Texas, an iron stake for corner;

Thence South 44 degrees 43 minutes 15 seconds West, with the northwest line of said T.P. & L. tract, a distance of 706.65 feet to the most easterly corner of a 4.14 acre tract of land conveyed to Craig E. Waggoner and wife, Jocelyn Waggoner, by deed recorded in Volume 73223, Page 6151, Deed Records, Dallas County, Texas, an iron stake for corner;

Thence North 45 degrees 00 minutes West, with the northeast line of said 4.14 acre tract, a distance of 250.00 feet, an iron stake for corner;

Thence South 44 degrees 43 minutes 15 seconds West, with the northwest line of said 4.14 acre Waggoner tract, passing the most northerly corner of a 1.86 acre tract of land conveyed to Harold Altom and wife, Ann Altom by deed recorded in Volume 67106, Page 1316, Deed Records, Dallas County, Texas, at a distance of 585.23 feet, and continuing a total distance of 708.63 feet, to the most easterly corner of a 1.63 acre tract of land conveyed to Lewis F. Williamson, Jr., and wife, Anna B. Williamson by deed recorded in Volume 76143, Page 2834, Deed Records, Dallas County, Texas, an iron stake for corner;

Thence North 45 degrees 00 minutes West, with the northeast line of said 1.63 acre Williamson tract, a distance of 208.70 feet, an iron stake for corner;

Thence South 44 degrees 43 minutes 15 seconds West, with the northwest line of said 1.63 acre Williamson tract, a distance of 320.00 feet to a point in the said northeast line of Seagoville Road, an iron stake for corner;

Thence North 45 degrees 00 minutes West, with the said Northeast line of Seagoville Road, a distance of 762.07 feet to an angle point, an iron stake for corner;

Thence North 39 degrees 17 minutes 22 seconds West, with the said northeast line of Seagoville Road, a distance of 50.25 feet, to an angle point, an iron stake for corner;

Thence North 45 degrees 00 minutes West, with the said northeast line of Seagoville Road, a distance of 100.00 feet to an angle point, an iron stake for corner;

Thence North 50 degrees 42 minutes 38 seconds West, with the said northeast line of Seagoville Road, a distance of 50.25 feet to an angle point, an iron stake for corner;

Thence North 45 degrees 00 minutes West, with the said northeast line of Seagoville Road, a distance of 935.00 feet to the Place of Beginning and containing 86.39 acres of land.

EXHIBIT A

(Continued)

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

Regular Agenda Item: 7

Meeting Date: **October 2, 2017**

ITEM DESCRIPTION

Discuss and consider adopting an ordinance of the City of Seagoville, Texas, amending the Code of Ordinances, Chapter 25, Zoning, by amending Division 16, “C Commercial District Regulations”, Section 25.02.371, by deleting motel from the list of permitted uses; and, amending Division 26, “Special Uses”, Section 25.02.631, by adding number (64) to provide for a hotel/motel in a commercial district with development regulations; providing a severability clause; providing a repealing clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville currently provides for motels to be located in a commercial district as a permitted use. Recently, staff realized that outside the commercial zoning district regulations, hotels and motels were not required to have any other specific development regulations. While this is the case for many uses within the City, staff was concerned that the type of hotel, motel or residence hotel proposed may not be compatible and/or consistent with and may have an adverse effect on existing uses in the area. Staff also wanted to ensure that the proposed use is equal to or exceeds development standards of other uses and that the proposed use would not adversely affect the ability to locate, in the future, additional uses that are allowed within the zoning district of the area. For these reasons, staff asked the Planning and Zoning Commission to consider removing this use as a permitted right from the commercial zoning district and requiring a special use permit with specific development regulations in a commercial zoning district for all hotel, motel and residence hotels.

The Planning and Zoning Commission held a public hearing at its regular meeting on September 26, 2017 on the proposed text change. After discussion and consideration, the Commission voted unanimously to make a recommendation to the City Council to require a special use permit in a commercial zoning district for hotels, motels and residence hotels and to set forth special development regulations for such use.

Staff recommends approval of the ordinance requiring a special use in the commercial zoning district for hotels/motels with specific development regulations as set forth therein.

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

Ordinance

THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 22-2017

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 25, ZONING, BY AMENDING DIVISION 16, "C COMMERCIAL DISTRICT REGULATIONS", SECTION 25.02.371, BY DELETING MOTEL FROM THE LIST OF PERMITTED USES; AND, AMENDING DIVISION 26, "SPECIAL USES", SECTION 25.02.631, BY ADDING NUMBER (64) TO PROVIDE FOR A HOTEL/MOTEL IN A COMMERCIAL DISTRICT WITH DEVELOPMENT REGULATIONS; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville currently provides for motels to be located in a commercial district as a permitted use; and,

WHEREAS, the Planning and Zoning Commission held a public hearing on September 26, 2017 to receive input from the public on removing the motels as a permitted use from the commercial zoning district and requiring a special use permit for hotels/motels in a commercial zoning district with specific development regulations; and

WHEREAS, after public hearing and discussion, the Planning and Zoning Commission unanimously voted to make recommendation to the City Council to amend the zoning ordinance to reflect the requirement for a special use permit for hotels/motels in a commercial zoning district with specific development regulations; and

WHEREAS, after discussion and consideration of the Planning and Zoning Commission's recommendation, the City Council determined that it is in the best interest of the City to amend the Zoning Ordinance to require a special use permit in the commercial zoning district for hotels/motels with specific development regulations as set forth herein.

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

SECTION 1. That the Code of Ordinances of the City of Seagoville, Texas, Chapter 25, Zoning, be, and the same is, hereby amended by amending Division 16, "C Commercial District Regulations", Section 25.02.371, by deleting motel from the list of permitted uses, and, amending Division 26, "Special Uses", Section 25.02.631, by adding number (64) to require a specific use permit for a hotel/motel in a commercial district with development regulations, which shall read as follows:

"CHAPTER 25. ZONING

....

Division 16. C Commercial District Regulations

Sec. 25.02.371 Use regulations

In a “C” District, no land shall be used and no building shall be used, erected or converted to any use other than those listed below or those of a like and/or similar use:

...

Mirror resilvering.

Motion picture studio, commercial films.

....

Division 26. Special Uses

Sec. 25.02.631 Uses which may be authorized by ordinance

The city council may, after public hearing and property notice to all parties affected, and, after recommendation from the planning and zoning commission containing such requirements and safeguards as are necessary to protect adjoining property, authorized by ordinance the location of any of the following in the specified districts:

...

- (64) Hotel and motel in a “C” District. A special use permit in a commercial district for a hotel or motel use may be approved only when there is a finding and determination by the city council, following a favorable recommendation by the planning and zoning commission, that the type of hotel or motel proposed is compatible and consistent with and will have no adverse affect on existing uses in the area, that the proposed use is equal to or exceeds development standards of other uses and that the proposed use will not adversely affect the ability to locate, in the future, additional uses that are allowed within the zoning district of the area.

Hotel and motel developments shall be subject to the following development standards:

- (A) A minimum lot size for a hotel or motel development shall be no less than four acres, with the exception that a lot size less than four acres may be permitted provided the city council, following a favorable recommendation by the planning and zoning commission, and after review of submitted data and facts, finds and determines that such facility is an appropriate use, design and lay-out for the site and area. Under no circumstance shall a lot of less than two acres be utilized for this use.
- (B) Shall provide staff on-site 24 hours a day;
- (C) Shall contain a lobby with a minimum of 150 square feet;
- (D) Shall provide a minimum of three (3) amenities from the list below:
 - (1) Indoor/outdoor pool.
 - (2) Spa/sauna.
 - (3) Weight room/fitness center.

- (4) Playground.
- (5) Sports court.
- (6) Plaza/atrium.
- (7) Game room.
- (8) Jogging trail.
- (9) Conference room (1,000 square foot minimum).
- (10) Full service restaurant (minimum seating capacity of 35).”

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

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

SECTION 4. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 5. This Ordinance shall 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 2nd day of OCTOBER 2017.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis Allen, City Attorney
(:cdb 09/27/2017)

FINANCIAL IMPACT:

This requested purchase was presented to and approved through the 2017 / 2018 budget and financial meeting - \$73,432.30

RECOMMENDATION:

The Police Department recommends that Council approve this purchase to help us maintain a safe and reliable fleet of vehicles for our Criminal Investigation Division.

EXHIBITS

Resolution

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 67-R-2017

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF THREE DODGE CHARGER POLICE VEHICLES FROM DODGE CITY MCKINNEY THROUGH THE BUY BOARD COOPERATIVE PURCHASING AGREEMENT IN AN AMOUNT NOT TO EXCEED \$73,432.30; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Administration has identified the need to purchase three (3) Dodge Charger police vehicles; and

WHEREAS, City Administration has determined in accordance with state law that the purchase of the above-described vehicles that comply with City specifications can be competitively procured from Dodge City McKinney through the City's cooperative purchasing agreement with the Buy Board ("BuyBoard"); and

WHEREAS, the City Council of the City of Seagoville finds it to be in the public interest of the City to authorize the above-described purchase.

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

SECTION 1. That the City Council hereby authorizes the purchase of three Dodge Charger police vehicles totaling \$73,432.30 from Dodge City of McKinney through the Buy Board Cooperative Purchasing agreement and authorizes the City Manager to disburse the funds.

SECTION 2. 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 2nd day of October, 2017.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

Regular Agenda Item: 9

Meeting Date: October 2, 2017

ITEM DESCRIPTION

Consider approving of a resolution for the purchase of a 2018 Ford F-150 extended cab with all required LED warning light equipment, communication equipment, animal containment slide in unit, city graphics, backup camera and all other accessories total cost of Thirty Five Thousand, Nine Hundred Forty Two dollars and Zero cents (\$35,942.00); authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

BACKGROUND OF ISSUE:

The Police Department is requesting Council's approval to purchase a new 2018 Ford F-150 ext. cab pickup complete with all necessary LED warning light equipment, communications equipment, animal containment slide in unit, back up camera, back alarm city graphics package and all other accessories. This vehicle will replace the current 2006 Ford F-250 diesel power plant which has served this city well; however, due to its age, along with high maintenance and upkeep costs it is more feasible to replace this vehicle.

This purchase will give our Animal Services division with a more reliable vehicle that should reduce maintenance cost for several years to come.

The quote for the purchase of this 2018 Ford F-150 ext. cab pickup, as well as the purchase of all the aforementioned equipment to include the animal containment slide in unit is through (Sam Pack's Five Star Ford) and Texas Smart Buy, an authorized Purchasing Cooperative, Texas Smart Buy Contract number (862C-X1C-SSV).

As a friendly reminder, when purchasing goods and services through a purchasing cooperative, such as Texas Smart Buy all purchasing requirements have been satisfied without having to obtain three (3) competitive bids.

Vehicle breakdown of the purchase as follows:

- Vehicle 2018 Ford F-150 ext. cab base price with standard equipment \$23,676.70
- Purchase and installation of all recommended vehicle options, LED lighting, animal containment slide in unit, back up camera, back up alarm and graphics \$12,265.30
- Total cost for the vehicle, all necessary equipment and installation of all equipment to include two year vehicle inspection certificate: \$35,942.00

FINANCIAL IMPACT:

This requested purchase was presented to and approved through the 2017 / 2018 budget and financial meeting - \$35,942.00

RECOMMENDATION:

The Police Department recommends that Council approve this purchase to help us maintain safe and reliable vehicles for our Animal Services Division.

EXHIBITS

Resolution

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 64-R-2017

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF ONE 2018 FORD F-150 EXT. CAB PICKUP ANIMAL SERVICES VEHICLE AT A TOTAL COST OF \$35,942.00 FROM SAM PACK'S FIVE STAR FORD THROUGH THE TEXAS SMART BUY COOPERATIVE PURCHASING PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Administration has determined there is a need to purchase an animal services vehicle; and

WHEREAS, the City Council, in the FY 2017/2018 Police Department Budget authorized the expenditure for a new animal services vehicle; and

WHEREAS, City Administration has determined in accordance with state law that the purchase of the above-described vehicle that complies with City specifications can be competitively procured from Sam Pack's Five Star Ford through the Texas Smart Buy Cooperative Purchasing Program; and

WHEREAS, the City Council of the City of Seagoville finds it to be in the public interest of the City to authorize the above-described purchase.

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

SECTION 1. That the City Council hereby authorizes the purchase of one 2018 Ford F-150 Ext. Cab Pickup Animal Services vehicle in an amount totaling \$35,942.00 from Sam Pack's Five Star Ford and authorizes the City Manager to disburse the funds.

SECTION 2. 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 2nd day of October, 2017.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

FINANCIAL IMPACT:

This requested purchase was presented to and approved through the 2017 / 2018 budget and financial meeting - \$56,862.15

RECOMMENDATION:

The Police Department recommends that Council approve this purchase to help us maintain a safe and reliable fleet of vehicles for our Patrol Division.

EXHIBITS

Resolution

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 65-R-2017

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF ONE 2018 CHEVROLET TAHOE POLICE VEHICLE AT A TOTAL COST OF \$56,862.15 FROM HOLIDAY CHEVROLET THROUGH THE TEXAS SMART BUY COOPERATIVE PURCHASING PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Administration has determined there is a need to purchase a Chevrolet Tahoe police vehicle; and

WHEREAS, the City Council, in the FY 2017/2018 Police Department Budget authorized the expenditure for a new vehicle; and

WHEREAS, City Administration has determined in accordance with state law that the purchase of the above-described vehicle that complies with City specifications can be competitively procured from Holiday Chevrolet through the Texas Smart Buy Cooperative Purchasing Program; and

WHEREAS, the City Council of the City of Seagoville finds it to be in the public interest of the City to authorize the above-described purchase.

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

SECTION 1. That the City Council hereby authorizes the purchase of one 2018 Chevrolet Tahoe police vehicle in an amount totaling \$56,862.15 from Holiday Chevrolet and authorizes the City Manager to disburse the funds.

SECTION 2. 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 2nd day of October, 2017.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

Regular Agenda Item: 11

Meeting Date: October 2, 2017

ITEM DESCRIPTION

Consider approving a resolution for the purchase of 30 Dual Band VHF, 700 / 800 MHz portable radios and all associated accessories total cost of seventy nine thousand, eight hundred sixty four dollars and seventy cents (\$79,864.70); authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

BACKGROUND OF ISSUE:

The Police Department was awarded grant funds through the Office of the Governor OOG under grant number 3333201 to purchase 30 new dual band VHF 700 / 800 MHz radios. These radios will start the police department toward the next level of interoperability communications.

This purchase will enhance our communication capabilities greatly within our own agency, and give the Police Department the ability to communicate in real time with neighboring agencies who already have the wider 700 / 800 MHz band communication systems.

The quote for the purchase of these dual band radios and all associated accessories is through Stolz Telecom Inc. who are part of the Houston Galveston Area Council Cooperative Purchasing Program (HGAC) an authorized purchasing cooperative, under contract number (RA05-15).

As a friendly reminder, when purchasing goods and services through a purchasing cooperative, such as HGAC means that all purchasing requirements have been satisfied without having to obtain three (3) competitive bids.

Description of Items to be purchased:

• 30 Dual Band VHF, 700 / 800 MHz portable radios	\$66,225.00
• 31 single doc charging bays for individual officers	\$3,100.00
• 31 Lapel mics with 18" cords	\$5,580.00
• 1 six bay charging station for police department charging area	\$520.00
• 8 Hi-Cap Lithium Ion batteries to have on hand as spares	\$992.00
• 3 Multi Band Spare antennas	\$161.70
• Multi Band USB cables	\$496.00
• Radio Programming and Trunking Template Creation	\$2,790.00
Total cost for all	\$79,864.70

FINANCIAL IMPACT:

There is no match funding required with this grant. We will have to purchase the radios and all associated accessories up front, then once we have received all required / purchased equipment we will submit for total reimbursement through the Office of the Governor OOG for the aforementioned funds.

RECOMMENDATION:

The Police Department recommends that Council approve this purchase to help us step into the next realm of interoperability communications.

EXHIBITS

Resolution

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 66-R-2017

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF THIRTY DUAL BAND PORTABLE POLICE RADIOS AND ALL ASSOCIATED ACCESSORIES AT A TOTAL COST OF \$79,864.70 FROM STOLZ TELECOM INC. THROUGH THE HOUSTON GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Administration has determined that there is a need for the City to purchase portable police radios; and

WHEREAS, the City Council has previously approved the acceptance of grant funding through grant number 3333201 titled Portable P-25 Project, which will provide reimbursement for the costs associated with the purchase of the portable police radios; and

WHEREAS, City Administration has determined in accordance with state law that the purchase of the above-described portable police radios and related accessories that complies with City specifications can be competitively procured from Stolz Telecom Inc. through the Houston Galveston Area Council Cooperative Purchasing Program; and

WHEREAS, the City Council of the City of Seagoville finds it to be in the public interest of the City to authorize the above-described purchase.

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

SECTION 1. That the City Council hereby authorizes the purchase of 30 Dual Band VHF 700 / 800 MHz portable radios and all associated accessories totaling \$79,864.70 from Stolz Telecom Inc. and authorizes the City Manager to disburse the funds.

SECTION 2. 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 2nd day of October, 2017.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

Regular Agenda Item: 12

Meeting Date: October 2, 2017

ITEM DESCRIPTION

Receive Councilmember Reports/ Items of Community Interest

BACKGROUND OF ISSUE:

Section 551.0415 of the Texas Government Code authorizes a quorum of the governing body of a municipality or county to receive reports about items of community interest during a meeting without having given notice of the subject of the report if no action is taken. Section 551.0415 defines an “item of community interest” to include:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in status of a person’s public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A

Regular Agenda Item: 13

Meeting Date: **October 2, 2017**

ITEM DESCRIPTION:

Future Agenda Items

BACKGROUND OF ISSUE:

Council provides direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A