



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, MAY 21, 2018**

**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. Council Reception**

Adjourn

REGULAR SESSION - 7:00 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

Oaths of Office for Newly Elected City Council Members

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 Joint Meeting with SEDC minutes for May 7, 2018 (City Secretary)**

REGULAR AGENDA-

2. Discuss and consider selection of Mayor Pro Tem for 2018-2019

3. Discuss and consider new application for Planning & Zoning Commission and declare vacancies on Seagoville Economic Development Corporation and Keep Seagoville Beautiful Commission (City Secretary)

4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving an expenditure for professional engineering services on a defined scope of services basis between Halff Associates, Inc., a Texas Corporation, and the Seagoville Economic Development Corporation for the downtown corridor study, which is attached hereto and incorporated herein as Attachment 1, in an amount not to exceed Eighty Seven Thousand Nine Hundred Dollars and Zero Cents (\$87,900); authorizing the City Manager to execute said agreement and all documents necessary for the performance of work as set forth in Attachment 1, and Exhibit A thereto; providing for a repealing clause; providing for a severability clause; and providing an effective date (City Manager)

5. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Article 19.02, Solid Waste, of the Code of Ordinances by repealing the replacing subsection 19.02.007 (b) to provide for the location, day and times for placement of large brush and large/bulky items at the curblines for collection; providing for a severability clause; providing for a penalty of fine not to exceed the sum of Five Hundred dollars (\$500.00) for each offense; and providing an effective date (Mayor)

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

7. 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.

8. Executive Session

Recess into Executive Session in compliance with Texas Government Code:

§ 551.072. Deliberation regarding the purchase, exchange, lease, or value of real property located on Simonds Road

9. Reconvene into Regular Session

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

Adjourn

Posted Thursday, May 17, 2018 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, June 4, 2018 Regular City Council Meeting**
- **Monday, June 18, 2018 Regular City Council Meeting**

Consent Session Agenda Item: 1

Meeting Date: May 21, 2018

ITEM DESCRIPTION:

Consider approving City Council Joint Meeting with SEDC minutes for May 7, 2018.

BACKGROUND OF ISSUE:

Approve City Council Joint Meeting with SEDC minutes for May 7, 2018.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

May 7, 2018 City Council Work Session Meeting minutes

May 7, 2018 City Council Joint Meeting with SEDC minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
MAY 7, 2018**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, May 7, 2018, 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, Water Utilities Director Phil DeChant, Assistant Water Utilities Director Chris Ryan, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

B. Police Chief – Police Department & Animal Control

Police Chief Calverley presented the Animal Control Statistics, 2017 Crime Statistics, and 2018 Crime Statistics.

Police Captain Davis gave an overview of abatement nuisance vehicles within City.

*(Councilmember Magill recused himself at 7:04 p.m.)
(Councilmember Magill returned at 7:06 p.m.)*

Adjourned at 7:11 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
JOINT MEETING WITH SEAGOVILLE ECONOMIC DEVELOPMENT
CORPORATION
MAY 7, 2018**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:20 p.m. on Monday, May 7, 2018, 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	
C Don Cole	Board Chair	
Jose Hernandez	Board Member	
Barbara Sherman	Board Member	
Harold Magill	Board Member	
Alexandria Perez	Board Member	Absent
Stepper Sebastian	Board Member	
Martin Ashley	Board Member	

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, Water Utilities Director Phil DeChant, Assistant Water Utilities Director Chris Ryan, City Attorney Alexis Allen, Finance Director Patrick Harvey, Director of Administrative Service Cindy Brown, and City Secretary Kandi Jackson.

SEDC Call to Order - 7:20 p.m.

Invocation – *Invocation was led by Dr. Cole*

Pledge of Allegiance – *Mayor Childress led the Pledge of Allegiance*

1. Presentation by The Retail Coach concerning retail and commercial business recruitment

Aaron Farmer with Retail Coach presented retail and commercial business recruitment.

2. Presentation by Halff Associates concerning potential options for revitalizing the downtown corridor

Jayson Melcher and Kendall Howard with Halff Associates presented potential options for revitalizing the downtown corridor.

SEDC Adjourned at 8:07 p.m.

Mayor's Report - None

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.*

Nelda Villacana at 814 Hall Road made a request to the City of Seagoville for repairing the concrete curb in front of her home.

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

3. Consider approving City Council Meeting minutes for April 16, 2018 (City Secretary)

Motion to approve City Council Meeting minutes for April 16, 2018 – Hernandez, seconded by Magill; motion passed with all ayes. 5/0

REGULAR AGENDA-

4. Presentation of City of Seagoville's Second Quarter Financial Report for Fiscal Year 2018 (Finance Director)

Finance Director Patrick Harvey presented City of Seagoville's Second Quarter Financial Report for Fiscal Year 2018.

5. Receive a presentation from Halff Associates on waste water master plan

Jayson Melcher with Halff Associates presented the waste water master plan.

6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a defined scope of services basis with Halff Associates, Inc., a Texas Corporation, for the Woodside Lane Storm Drain Outfall Repairs and Erosion Improvements, which is attached hereto and incorporated herein as Attachment 1 and Exhibit A respectfully, in an amount not to exceed Ninety Seven Thousand Dollars and No Cents (\$97,000); authorizing the City Manager to execute said Agreement and all documents necessary for the performance of work as set forth in Attachment 1, and Exhibit A thereto; providing for a repealing clause; providing for a severability clause; and providing an effective date (Community Development Director)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a defined scope of services basis with Halff Associates, Inc., a Texas Corporation, for the Woodside Lane Storm Drain Outfall Repairs and Erosion Improvements, which is attached hereto and incorporated herein as Attachment 1 and Exhibit A respectfully, in an amount not to exceed Ninety Seven Thousand Dollars and No Cents (\$97,000); authorizing the City Manager to execute said Agreement and all documents necessary for the performance of work as set forth in Attachment 1, and Exhibit A thereto; providing for a repealing clause; providing for a severability clause; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 5/0

7. Discuss and provide direction to staff on residential developments with regard to Planned Developments and straight zoning (City Manager)

After some discussion, Council directed Staff to continue with Planned Developments.

8. Council recessed into Executive Session at 9:05 p.m.

Recess into Executive Session in compliance with Texas Government Code:

A. § 551.087: Discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations, and to deliberate the offer of a financial or other incentive to a business prospect, to wit: “Project Cake.”

B. § 551.071: Consultation with the City Attorney to seek legal advice concerning Boards & Commissions.

9. Reconvene into Regular Session at 9:21 p.m.

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

No action.

10. Discuss and consider attendance of Board Member Alexandria Perez from the Economic Development Corporation (Mayor)

Motion to remove Alexandria Perez from the Economic Development Corporation due to absenteeism- Hernandez, seconded by Magill; motion passed with all ayes. 5/0

11. Discuss and consider removal of Commissioner Raymond Covert from the Planning & Zoning Commission (Councilmember Fruin)

Motion to remove Raymond Covert from the Planning & Zoning Commission – Fruin, seconded by Howard; motion passed with all ayes. 5/0

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

Councilmember Hernandez stated Central Elementary School received an award from the Keep Seagoville Beautiful Commission for their school garden.

13. 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.

Councilmember Magill stated he would like to review the Garage Ordinance.

City Council Adjourn at 9:24 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Regular Session Agenda Item: 2

Meeting Date: **May 21, 2018**

ITEM DESCRIPTION:

Discuss and consider selection of Mayor Pro-Tem for 2018-2019

BACKGROUND OF ISSUE:

Each year following the May election the City Council considers the selection of Mayor Pro Tem. This individual represents the Mayor in his absence.

Section IV (A) of the City Council Rules of Procedure establishes guidelines for the election of the Mayor Pro Tem.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS

Copy of Section IV (A) of the City Council Rules of Procedure

A. Executive Session

The City Council may meet in executive sessions at the call of the Mayor, Mayor Pro Tem (when acting in place of the Mayor), or a majority of the City Council. The City Secretary is responsible for properly posting the agenda and attending the Executive Session to maintain the Certified Agenda. At such meeting, Council may consider those matters allowed under state law.

B. Joint Sessions

The City Council may meet with other boards and commissions in joint sessions at the call of the Mayor, Mayor Pro Tem (when acting in place of the Mayor), or a majority of the City Council at such times as the business of the City requires.

C. Recessed Meetings

Any meeting of the City Council may be recessed to a later time by a majority vote of the City Council, provided that no recess shall be for a longer period than twenty-four (24) hours. All recessed meetings must set a time to reconvene.

D. Work Session

The City Council may hold work sessions to receive briefings and background information from the staff and consultants. Work session meetings shall be at a time and place established by the Council. Work Sessions shall comply with all provisions of the Texas Open Meetings Act. No official action may be taken by the Council in a work session meeting, although the Council may give direction to the staff on issues under consideration.

II. PRESIDING OFFICER OF THE CITY COUNCIL AND DUTIES

A. Presiding Officer

The Mayor shall preside over the meetings of the City Council.

The Mayor Pro Tem shall be selected from among the members of the City Council at the first regular meeting following the general election at which all Council Places have been filled. The Mayor Pro Tem shall perform all duties of the Mayor in his absence.

In the absence of both the Mayor and Mayor Pro Tem, the City Secretary shall call the meeting to order and shall call upon the Council to select a member to act as presiding officer.

B. Preservation of Order

The presiding officer shall have the authority to maintain the order and decorum of a meeting.

Regular Session Agenda Item: 3

Meeting Date: May 21, 2018

ITEM DESCRIPTION:

Discuss and consider new application for Planning & Zoning Commission and declare vacancies on Seagoville Economic Development Corporation and Keep Seagoville Beautiful Commission.

BACKGROUND OF ISSUE:

Dr. Don Cole submitted a letter of resignation on May 15, 2018 for the Seagoville Economic Development Corporation. Additionally, Karl Boss submitted a letter of resignation for the Keep Seagoville Beautiful Commission on May 16, 2018.

At this time place seven (7) on the Planning & Zoning Commission is vacant. Lee Landess submitted an application to fill that vacancy.

In the past City Council has interviewed all board and commission applicants. At this time, brief interviews may be conducted with the applicant. For your convenience, a list of appointments has been provided.

Home Rule Charter, Section 3.19 Boards and Commissions

(b) The City Council may appoint persons to serve on any boards, commissions, or committees. Such appointees shall serve at the pleasure of the City Council and may be removed at the discretion of the City Council. Except as otherwise provided in this Charter, members of any such board, commission, or committee shall serve without compensation but may be reimbursed for actual expenses as approved by the City Council. The City Council may, by an affirmative vote of four (4) council members, waive any requirements that a person may only serve on one (1) board or commission.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

EXHIBITS

Letters of Resignation
List for Appointments

Dr. Don Cole
207 Shadywood Lane
Seagoville, Texas 75159

May 14, 2018

City Council
City of Seagoville
702 North Highway 175
Seagoville, Texas 75159

Dear Council Members,

Please accept this letter as my formal resignation from my position as member of the Seagoville Economic Development Corporation effective as of May 15th, 2018.

I appreciate the opportunity of serving Seagoville in this capacity. Thank you for the opportunities for growth and development you have provided during my tenure. Thank you also for your guidance and support.

Please let me know how I can further serve you and the City of Seagoville.

Sincerely,



Dr. Don Cole

Kandi Jackson

From: Karl Boss <kboss155@live.com>
Sent: Wednesday, May 16, 2018 6:34 AM
To: Kandi Jackson
Cc: Liz Gant
Subject: KSB

To whom it may concern,

I Karl Boss have stepped down from my seat with the Keep Seagoville Beautiful Commission. I has to for personal reason. I told the commission on May 15th 2018.

I hope and feel I have left on good terms and hope I can serve my city again in the future.

Sincerely
Karl Boss

Get [Outlook for Android](#)

Regular Session Agenda Item: 4

Meeting Date: May 21, 2018

ITEM DESCRIPTION

A Resolution of the City Council of the City of Seagoville, Texas, Approving an Expenditure for Professional Engineering Services on a Defined Scope of Services Basis between Halff Associates, Inc., a Texas Corporation, and the Seagoville Economic Development Corporation for the Downtown Corridor Study, which is Attached Hereto and Incorporated Herein as Attachment 1, in an Amount Not to Exceed Eighty Seven Thousand Nine Hundred Dollars and Zero Cents (\$87,900); Authorizing the City Manager to Execute Said Agreement and all Documents Necessary for the Performance of Work as Set Forth in Attachment 1, and Exhibit A Thereto; Providing for a Repealing Clause; Providing for a Severability Clause; and Providing an Effective Date.

BACKGROUND OF ISSUE:

On Monday, April 9, 2018, SEDC Board Member Barbara Sherman asked to have staff facilitate a presentation to the SEDC Board concerning the revitalization of the Downtown Corridor area. Staff contacted Halff Associates, which is a reputable engineering firm that has experience and expertise in preparing Downtown Corridor Study Proposals and explained the desire of the SEDC Board. A site visit was conducted by members of the Halff Team which consisted of an engineer, planner and an architect.

Members of the Halff Team prepared a presentation for the May 7, 2018 joint meeting between the SEDC Board and the City Council of the City of Seagoville, Texas. The presentation met with favorable comments and enthusiasm about the proposed Corridor Study. Staff is now seeking SEDC Board approval to fund the proposed Downtown Corridor Study.

On Monday, May 14, 2018, the SEDC Board of Directors approved the aforementioned Agreement with Halff Associates.

Staff is requesting the City Council to approve this expenditure.

FINANCIAL IMPACT:

The cost of the Downtown Corridor Study is \$87,900.

RECOMMENDATION:

Staff recommends proceeding with the Downtown Corridor Study.

EXHIBITS

Attachment 1. Agreement for Professional Engineering Services on a Defined Scope of Services Basis.

Exhibit A. Scope of Work for the Downtown Corridor Study.

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN EXPENDITURE FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS BETWEEN HALFF ASSOCIATES, INC., A TEXAS CORPORATION, AND THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION FOR THE DOWNTOWN CORRIDOR STUDY, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS ATTACHMENT 1, IN AN AMOUNT NOT TO EXCEED EIGHTY SEVEN THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$87,900); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND ALL DOCUMENTS NECESSARY FOR THE PERFORMANCE OF THE WORK AS SET FORTH IN ATTACHMENT 1 AND EXHIBIT A THERETO; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Halff Associates, Inc., (“Engineer”) provides professional engineering services to the City of Seagoville ("City") and the Seagoville Economic Development Corporation ("SEDC") on an “as needed”, “task order”, and/or "defined scope of services" basis; and

WHEREAS, the SEDC desires to enter into an Agreement for Professional Engineering Services on a Defined Scope of Services Basis (“Agreement”) with Engineer to perform the services related to the (“Agreement”) as set forth in Attachment 1 hereto and the Exhibit(s) attached thereto; and

WHEREAS, the City Council of the City of Seagoville, Texas approves the expenditure of funds as authorized by the SEDC Board of Directors and hereby finds that it is in the best interest of the City to approve the Agreement with the Engineer in an amount not to exceed eighty seven thousand nine hundred dollars and no cents (\$87,900), and authorizes the City Manager to execute said Agreement and all documents necessary for the performance of the work as set forth in Exhibit A thereto;

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

SECTION 1. The City Council of the City of Seagoville, Texas approves an Agreement, with the Exhibit(s) thereto, by and between the City and Engineer in an amount not to exceed eighty seven thousand nine hundred dollars and no cents (\$87,900), which is attached hereto and incorporated herein as Attachment 1; and, hereby authorizes the City Manager to execute said

Agreement and all documents necessary for the performance of the work as set forth in Exhibit A thereto.

SECTION 2. That any prior Resolutions of the SEDC of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

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

SECTION 4. That this Resolution shall take effect immediately from and after its passage in accordance with State law and it is accordingly resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 21ST day of May 2018.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney
(/cdb 05/10/2018)

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 **Seagoville Economic Development Corporation**, a Political Subdivision, duly authorized to act by the Economic Development Board of said Client, hereinafter called "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 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 Political Subdivision. 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 - 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.

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) 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.

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.

VII. 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 four (4) years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. Engineer shall submit to the Client a certificate of insurance prior to commencing any 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 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.

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

A. 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.

B. 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.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

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 ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

CLIENT: SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

By:



Signature

Joe D. Buchanan

Printed Name

Director of Landscape Architecture

Title

May 10, 2018

Date

By:

Signature

Printed Name

Title

Date

Seagoville Economic Development Corporation – #034400

Downtown Corridor Study

Purpose

The purpose of this Downtown Corridor Study is to provide the Seagoville Economic Development Corporation (Seagoville EDC) with a conceptual plan, design guidelines, and cost estimates to revitalize the Kaufman Street corridor in downtown Seagoville. The study area is defined as the area surrounding Kaufman Street bounded by Durham Street to the west, McWhorter to the north, Cypress Street to the east, and Watson Street to the south. Design guidelines related to architectural styles, strategies for streetscape improvements and bicycle/pedestrian amenities, and overall connectivity to and within downtown will be assessed and incorporated into an overall downtown corridor study document.

The results of this downtown corridor study effort will provide the Seagoville EDC with adequate information to prioritize implementation actions to begin to revitalize downtown along Kaufman Street.

TASK 1: Pre-Planning

Halff Associates (Halff) will conduct a project initiation meeting with EDC and City staff to accomplish several pre-planning objectives, including:

- Review the project scope and key tasks
- Review projected timeframe and schedule, and determine key milestones
- Identify key stakeholders in the study area and if desired by the EDC, define advisory group members

The EDC will assemble relevant GIS data and send to Halff including, but not limited to land use, zoning, property ownership, roadways (ROW/cross sections), utilities, sidewalk, and trails. The EDC will also assemble or, where available online, direct Halff to relevant studies and maps including, but not limited to:

- Comprehensive Plan
- Master Parks and Trails Plan
- Thoroughfare Plan map
- Current Zoning map
- City regulations and ordinances that impact the study area
- Water and Wastewater Plan
- Current weekday 24-hour directional traffic counts on streets in the study corridor

Deliverables: None.

Meetings: One (01) kick-off meeting with staff.

TASK 2: Data Collection and Site Visit

Halff will prepare a working base map, to scale, with GIS data overlays including aerial imagery, topography, property ownership, utilities and drainage ways. The base map will be utilized to provide accurate information for cost estimating purposes. Halff will then make one (01) visit to the site to document and assess existing conditions within the study area. The site visit will include photographing existing conditions and compiling field notes regarding the character of the study area and potential connectivity opportunities to other parts of the city. A WebEx conference call will be conducted to review the results of the data collection and field assessment.

Deliverables: None

Meetings: One (01) WebEx Conference Call

TASK 3: Stakeholder and Citizen Engagement

The following strategies will be used to seek input from stakeholders and citizens for the downtown corridor study:

Downtown Corridor Advisory Group: This appointed group or committee will serve as a review body to provide direction through the course of plan development. Halff will lead up to three (03) downtown corridor advisory group meetings throughout the course of the project.

- The first meeting will introduce the plan process, confirm issues, identify opportunities and constraints, and discuss goals.
- The second meeting will serve as a review of preliminary ideas and strategies.
- The third meeting will serve as a review of the draft plan prior to approval by elected and appointed officials.

Public Open House: Halff will conduct one (01) public open house to present the draft recommendations and strategies. The meeting will be held at a central location with adequate capacity. The meeting date will be scheduled at an appropriate time during the project schedule. The Seagoville EDC will be responsible for reserving the meeting location and promoting the meeting. Halff will prepare a flier to be distributed by the Seagoville EDC.

Based on the initial meeting with the Downtown Corridor Advisory Group, an overall vision statement and series of goals for the downtown corridor will be developed and vetted by city staff and the Advisory Group.

Deliverables: Presentation materials, public meeting flier, meeting summaries, draft and final vision statement and goals.

Meetings: Three (03) Downtown Corridor Advisory Group meetings; and, one (01) public open house meeting.

TASK 4: Real Estate Market Analysis

The Halff team will conduct a supply and demand analysis that focuses on regional market opportunities and opportunities to harness market opportunities within the downtown area. The analysis will define downtown's current conditions in terms of residents/housing, retail, and boutique office space. Halff will also consider the existing and future market context for Seagoville, land use industry trends, and psychographic indicators to develop a market profile that can be used to support activation strategies for downtown Seagoville. The team will conduct an in-person meeting with staff to review the findings and present the findings at the second Downtown Corridor Advisory Group meeting (see Task 3).

Deliverables: Market analysis findings in tabular and narrative format.

Meetings: One (01) in person review meeting and one (01) presentation to Downtown Corridor Advisory Group (see Task 3).

TASK 5: Traffic Analysis and Traffic Counts

Halff will coordinate with the Seagoville EDC to acquire any current 24-hour directional traffic count data within and leading to the downtown area, and in areas where counts are deficient, Halff will conduct 4-day directional traffic counts. Halff will also coordinate with the Seagoville EDC to acquire from North Central Texas Council of Governments any projected traffic volumes in the study area. Halff will then review and evaluate the count data, and projected traffic volume data if available, to determine how traffic is distributed in the downtown area. Based on current and projected traffic volumes, Halff will work with the project team to determine how to best use the right-of-way widths on the streets in the corridor study area to accommodate pedestrians, bicycles and other types of vehicles.

Deliverables: Summary of findings in both tabular and narrative format.

Meetings: Internal as required.

TASK 6: Draft Corridor Design Elements

Based on the established vision for the corridor, Halff will prepare three draft products related to building character, corridor design, and connectivity to the rest of the city. The recommendations will be in both illustrative and narrative format as defined below. Elements to be addressed in the draft corridor design elements will include:

Building Standards: Written guidelines with associated imagery related to appropriate building materials, including:

- Façade
- Glazing
- Roof systems
- Building materials

- Building tone and colors

Corridor Concept Plan: One (01) illustrative draft concept plan for the study area in plan view that considers:

- Streetscape improvements
- Intersection improvements
- On and off-street parking
- Vehicular access
- Pedestrian and cyclist mobility
- Public space
- Park space

Citywide Connectivity Analysis: One (01) overall map of the city that assesses improvements for vehicular and trail access into downtown and gateways/entry features.

These draft corridor design elements will be presented to the Downtown Corridor Advisory Group and at a public open house (see Task 3).

Deliverables: Preliminary recommendations in illustrative and text format, summarized in a digital PDF PowerPoint format.

Meetings: One (01) meeting with EDC to review recommendations and strategies; one (01) Downtown Corridor Advisory Group meeting to review preliminary recommendations (see Task 3); one (01) public open house (see Task 3).

TASK 7: Preparation of Corridor Study Document

Prepare draft downtown corridor study document to include the following sections, which are subject to one round of consolidated adjustments during the planning process:

- *Vision* – defined goals and vision of the corridor study effort.
- *Citizen and Stakeholder Input* – summary of citizen and stakeholder input.
- *Corridor Assessment* – summary of findings from the Site Visit (Task 2), Real Estate Market Analysis (Task 4), and Traffic Analysis (Task 5).
- *Proposed Recommendations* – refined strategies and concepts from Tasks 6 to include:
 - Building Standards
 - Corridor Concept Plan
 - Citywide Connectivity Analysis
- *Implementation Strategies* – implementation action table with planning-level estimates of potential costs.

Deliverables: PDF of draft corridor study document for client distribution.

Meetings: One (01) meeting with EDC to review draft plan; one (01) Downtown Corridor Advisory Group meeting to review draft plan (see Task 3).

TASK 8: Final Corridor Study Approval and Publishing

Halff will present, along with City staff, the final draft plan to the Planning and Zoning Commission for approval and to the City Council in one (01) workshop session and one (01) approval meeting. Halff will incorporate up to one round of comments into the final plan for approval by the City Council.

Deliverables: Digital (PDF) version of the final plan. One (01) final bound hard copy.

Meetings: One (01) Planning and Zoning Commission Meeting; one (01) City Council workshop session; one (01) City Council approval meeting.

Direct Expenses

Direct Expenses shall include, but are not necessarily limited to expenses for travel, supplies, equipment, printing of plans and similar incidentals. Direct costs will be billed at 1.1 times the direct cost incurred.

Fee Breakdown

Task	Fee
1. Pre-Planning	\$2,100
2. Data Collection and Site Visit	\$5,700
3. Stakeholder and Citizen Engagement	\$14,200
4. Real Estate Market Analysis	\$8,500
5. Traffic Analysis and Traffic Counts	\$13,100
6. Draft Corridor Design Guidelines	\$31,700
7. Preparation of Corridor Study Document	\$7,700
8. Final Corridor Study Approval and Publishing	\$3,900
Sub-Total	\$86,900
9. Direct Expenses	\$1,000
Grand Total	\$87,900

Task Schedule

Task	Time for Completion
1. Pre-Planning	2 weeks
2. Data Collection and Site Visit	4 weeks
3. Stakeholder and Citizen Engagement	throughout project
4. Real Estate Market Analysis	6 weeks
5. Traffic Analysis	6 weeks
6. Draft Corridor Design Elements	8 weeks
7. Preparation of Corridor Study Document	4 weeks
8. Final Corridor Study Approval and Publishing	4 weeks

Additional Services

Additional Services not included in the Proposed Scope of Work can be negotiated with the Client as needed. Compensation will be based upon a mutually agreed maximum sum. Items that are considered additional services include:

1. Surveying
2. Tree surveys
3. H&H analysis
4. Subsurface utility location
5. Easement document preparation
6. Landscape or Amenity Design Development and/or Plans, Specifications & Engineering Construction documents
7. Construction administration
8. Roadway design
9. Meetings or additional public presentations other than those listed in the scope
10. Any additional traffic counts other than up to 10 locations as specified in Task 2
11. Any additional roadway or intersection analysis (Task 5) other than up to 10 locations as specified in Task 2
12. Work not specifically included in the Proposed Scope of Work will be considered Additional Services

Regular Session Agenda Item: 5

Meeting Date: May 21, 2018

Item Description

Discuss and consider approving a change to Article 19.02 Solid Waste, of the Code of Ordinances by repealing and replacing Subsection 19.02.07(b) to provide for the location, day and times for placement of large brush and large bulky items at the curblines for collection.

BACKGROUND OF ISSUE:

Mayor Dennis K. Childress asked to have this item on the Agenda. Mayor Childress would like for the City Council to consider allowing bulk trash customers the opportunity to place their bulk trash items by the curblines no more than ten (10) days preceding their scheduled pick up. This would allow our customers enough time to place the items out before they are picked up and it will allow a longer period of time for customers to place items by the curblines.

FINANCIAL IMPACT:

None

EXHIBITS

None

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING ARTICLE 19.02, SOLID WASTE, OF THE CODE OF ORDINANCES BY REPEALING AND REPLACING SUBSECTION 19.02.007(b) TO PROVIDE FOR THE LOCATION, DAY AND TIMES FOR PLACEMENT OF LARGE BRUSH AND LARGE/BULKY ITEMS AT THE CURBLINE FOR COLLECTION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 19.02.007, subsection (b), currently prohibits the placement of large brush and large/bulky items at the curbline earlier than 7:00 a.m. on the Saturday immediately preceding the bulk collection week; and

WHEREAS, often time scheduling conflicts prevent citizens from being able to comply with this provision, which results in the citizen either missing the bulk pick up all together or being in violation of the City Ordinance; and

WHEREAS, the inability to place large brush and large/bulky items at the curbline in a timely manner results in the build-up of the same creating habitats for rodents and snakes, as well as being unsightly in the community; and

WHEREAS, the City Council has determined that it is in the best interest of the health, safety and welfare of the City to amend this subsection to allow citizens to place large brush and large/bulky items at the curbline no more than ten (10) days preceding the scheduled bulk collection week.

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

SECTION 1. That the Code of Ordinances of the City of Seagoville, Texas be, and the same is, hereby amended by amending Article 19.02, Solid Waste, by repealing and replacing Subsection 19.02.007(b) to provide for the location, day and times for placement of large brush and large/bulky items at the curbline for collection, which shall read as follows:

"ARTICLE 19.02 SOLID WASTE

**Sec. 19.02.007 Division 1. Generally
 Placement for collection**

- (a)
- (b) Large brush shall be stacked loose with the large end facing the street in piles no taller than five (5) feet high and free of any foreign objects. Large brush and large/bulky items may be placed at the curblineline no earlier than 7:00 a.m. on the tenth (10th) day preceding bulk collection week."

SECTION 2. That if any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application to 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, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than five hundred dollars (\$500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 21st day of May, 2018.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY

(cdb 05/16/2018)

Regular Session Agenda Item: 6

Meeting Date: May 21, 2018

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 salutary 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 salutary 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 Session Agenda Item: 7

Meeting Date: May 7, 2018

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

Executive Session Agenda Item: 8

Meeting Date: May 21, 2018

ITEM DESCRIPTION:

Recess into Executive Session in compliance with Texas Government Code:

Section 551.072. Deliberation regarding the purchase, exchange, lease, or value of real property located on Simonds Road.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A

Executive Session Agenda Item: 9

Meeting Date: May 21, 2018

ITEM DESCRIPTION:

Reconvene into Regular Session

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A