



**SEAGOVILLE, TEXAS
CITY COUNCIL
SPECIAL MEETING AGENDA
MONDAY, JULY 23, 2018**

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

WORK SESSION – 6:30 P.M.

Call to Order

A. Presentation of 3rd Annual Back to School Bash

Adjourn

REGULAR SESSION - 7:00 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

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 July 16, 2018 (City Secretary)**

2. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving the terms and conditions of an Interlocal Agreement between the City of Seagoville and Dallas County Health and Human Services for food establishment inspections and environmental health services for Fiscal Year 2018-2019 and authorizing the City Manager to execute said agreement; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing for an effective date (Community Development Director)

REGULAR AGENDA-

3. Discuss and consider the appointment of two (2) members of the Planning & Zoning Commission and two (2) members of the Seagoville Economic Development Corporation to the Downtown Corridor Advisory Group (City Secretary)

4. Discuss and consider changing garage size requirements (Councilmember Magill)

5. Water and sewer and Drainage Funds Budget Workshop (Finance Director)

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:

A. §551.075. 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, July 19, 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, July 30, 2018 Workshop.**
- **Monday, August 6, 2018 Regular City Council Meeting.**

3RD ANNUAL BACK TO SCHOOL BASH!

CAR & MOTORCYCLE SHOW

(DATE) SUNDAY - AUGUST 05, 2018 (RAINOUT DATE SUNDAY AUG., 12)
(TIME) 12NOON - TILL EVERYONE LEAVES
(LOCATION) 107 N. KAUFMAN ST - SEAGOVILLE, TX 75159

THERE WILL BE ... RAFFLE / BBQ-BRISKET / HOTDOGS
CHIPS / DRINKS / SNOW-CONES / POPCORN / BOUNCE-
HOUSE / WATER-SLIDE / FACE-PAINTING / & MORE
MUSIC+ BY KSGV~95.5 - SEAGOVILLE'S COMMUNITY RADIO

THE SUPPLIES & MONEY TO BUY MORE SUPPLIES,
GO TO... SEAGOVILLE ELEMENTARY SCHOOLS.

THERE WILL BE A RAFFLE FOR PIECES DONE BY ...
SOME OF THE CAR CLUB'S MOST TALENTED ARTISTS +

CAR & MOTORCYCLE SHOW

1980 & OLDER / 1981 & NEWER / MOTORCYCLES

\$20 ENTRY FEE

BEST OF SHOW TROPHY

4 PRIZES PER CLASS

GIFT CARDS 1ST \$50-SHORTY'S BBQ / 3RD \$25-SONIC
2ND \$50-DICKEY'S BBQ / 4TH \$15-WINGS

IF YOU WOULD LIKE TO HELP 😊...

PLEASE CONTACT BILLY @ 972-322-4762
(TUE-FRI / 9AM-7PM -OR- SAT 9AM-5PM)

SPONSORED BY;

SUPER-STAR CUTS - DIRTY'S SPEED SHOP
KSGV~95.5 FM - GOIN' POSTAL • SEAGOVILLE

Consent Session Agenda Item: 1

Meeting Date: July 23, 2018

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes for July 16, 2018.

BACKGROUND OF ISSUE:

Approve City Council Meeting minutes for July 16, 2018

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

July 16, 2018 City Council Work Session Meeting minutes
July 16, 2018 City Council Regular Session Meeting minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
JULY 16, 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, July 16, 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	Absent

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, Library Director Liz Gant, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

A. Discuss Regular Session Agenda Items

1. Consider approving City Council Meeting minutes for July 2, 2018 (City Secretary)

No questions.

City Manager Stallings stated the rest of the Agenda will be discussed during Regular Session.

B. Police Chief – Police Department & Animal Control

Police Chief Calverley presented Animal Control and Police Department statistics.

Adjourned

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
JULY 16, 2018**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:02 p.m. on Monday, July 16, 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, Library Director Liz Gant, Community Development Director Ladis Barr, City Attorney Alexis Allen, Finance Director Patrick Harvey, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

Invocation – *Invocation was led by Councilmember Magill.*

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

Mayor’s Report – *Mayor Childress stated the Health Fair will be September 26, 2018 from 10:00 a.m. to 2:00 p.m. and Leadership Seagoville will be held every Thursday night beginning October 4, 2018 through November 15, 2018.*

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 Meeting minutes for July 2, 2018 (City Secretary)

Motion to approve Consent Agenda as read – Hernandez, seconded by Howard; motion passed with all ayes. 5/0

REGULAR AGENDA-

2. Conduct interviews and appoint six (6) members of the community to the Downtown Corridor Advisory Group (City Manager)

City Secretary Jackson stated on June 18, 2018 Council passed a Resolution establishing and creating the Downtown Corridor Advisory Group. The group shall be composed of ten (10) members, consisting of two (2) members of the SEDC, two (2) members of Planning & Zoning Commission, and six (6) member of the community to meet a minimum of three (3) times over a period of seven (7) months or until such time as the DCAG has satisfactorily performed the duties. She also stated the way the Charter is written members of the committee are not required to be qualified voters or citizens of the City of Seagoville.

Mayor Childress stated Billy Chasteen is the owner of Super Star Cuts Barbershop in downtown Seagoville, a Master Mason, and will be a Shriner in October.

Motion to appoint Billy Chasteen to the Downtown Corridor Advisory Group – Howard, seconded by Magill; motion passed with all ayes. 5/0

Mayor Childress stated Ritha Edwards works and lives in Seagoville, works closely with most City Events, and served on the Planning & Zoning Commission.

Motion to appoint Ritha Edwards to the Downtown Corridor Advisory Group – Magill, seconded by Howard; motion passed with all ayes. 5/0

Mayor Childress stated John Rice owns Brockhouse Jerky in downtown Seagoville, he has experience with marketing, promotions, event planning, and catering.

Motion to appoint John Rice to the Downtown Corridor Advisory Group – Howard, seconded by Epps; motion passed with all ayes. 5/0

Mayor Childress stated Katrina Verduzco works at Home Bank and is currently a Chamber of Commerce Board Member.

Motion to appoint Katrina Verduzco to the Downtown Corridor Advisory Group – Epps, seconded by Magill; motion passed with all ayes. 5/0

Mayor Childress stated Craig McLemore is a small business owner in Seagoville since 1994, a resident of Seagoville since 2016, and has served on the Chamber of Commerce since 1994.

No motion was made.

Mayor Childress stated Litha Marshall lives on Shadywood, is a member of the Community Bread Basket, and a member of the Seagoville Lions Club.

Motion to appoint Litha Marshall to the Downtown Corridor Advisory Group – Hernandez, seconded by Epps; motion passed with all ayes. 5/0

Mayor Childress the application of William Tidwell.

Motion to appoint William Tidwell to the Downtown Corridor Advisory Group – Howard, seconded by Magill.

Councilmember Hernandez asked the relation of William Tidwell to the community. Councilmember Howard stated he is a neighbor of Councilmember Howard.

Mayor Childress called for a vote. Motion passed with all ayes. 5/0

3. Conduct a public hearing on a zoning request Z2018-07 to change the zoning on about 1-acre at 301 West Simonds Road (being the unplatted Tract 18 of the Herman Heider Abstract Number 541 on Page 490) from the R-5, Residential Single Family, Zoning District to the LM, Light Manufacturing, Zoning District (Community Development Director)

Mayor Childress opened the public hearing at 7:11 p.m.

No one spoke for or against.

Mayor Childress closed the public hearing at 7:11 p.m.

4. Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and map of the City of Seagoville, as amended, by granting a change in zoning from the R-5, Residential Single Family, Zoning District to the LM, Light Manufacturing, Zoning District on approximately 1-acre of real property located at 301 West Simonds Road in the City of Seagoville, Dallas County, Texas, being legally described in Exhibit “2” and depicted in Exhibit “3”, attached hereto and incorporated herein; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date (Community Development Director)

Councilmember Hernandez asked if the applicant is aware of the allowed uses. Community Development Director Barr stated the applicant is aware of the allowed uses and desires to open a landscape business. He also stated the applicant is aware retail sales would require a Special Use Permit (SUP).

Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and map of the City of Seagoville, as amended, by granting a change in zoning from the R-5, Residential Single Family, Zoning District to the LM, Light Manufacturing, Zoning District on approximately 1-acre of real property located at 301 West Simonds Road in the City of Seagoville, Dallas County, Texas, being legally described in Exhibit "2" and depicted in Exhibit "3", attached hereto and incorporated herein; providing for a repealing clause; providing for a saving clause; providing for a severability clause; providing for a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date – Hernandez, seconded by Magill; motion passed with all ayes. 5/0

5. Conduct a public hearing on a zoning request Z2018-08 to change the zoning on over 2-acres at 300 West Farmers Road (also known as the unplatted Tract 27 of the John Denton Abstract Number 426 on Page 300) from LM, Light Manufacturing, to the R-5, Residential Single Family, Zoning District (Community Development Director)

Mayor Childress opened the public hearing at 7:14 p.m.

No one spoke for or against.

Mayor Childress closed the public hearing at 7:14 p.m.

6. Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and map of the City of Seagoville, as amended, by granting a change in zoning from the LM, Light Manufacturing, Zoning District to the R-5, Residential Single Family, Zoning District on approximately 2-acres of Real Property described as the unplatted Tract 27 of the John Denton Abstract 426 Page 300 of the Deed Records of Dallas County, Texas, commonly known as 300 West Farmers Road, in the City of Seagoville, Dallas County, Texas, and being depicted in Exhibit "3" attached hereto and incorporated herein; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date (Community Development Director)

Councilmember Hernandez asked if this is City owned property. Community Development Director Barr explained this is City owned property.

Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and map of the City of Seagoville, as amended, by granting a change in zoning from the LM, Light Manufacturing, Zoning District to the R-5, Residential Single Family, Zoning District on approximately 2-acres of Real Property described as the unplatted Tract 27 of the John Denton Abstract 426 Page 300 of the Deed Records of Dallas County, Texas, commonly known as 300 West Farmers Road, in the City of Seagoville, Dallas County, Texas, and being depicted in Exhibit "3" attached hereto and incorporated herein; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date – Hernandez, seconded by Epps; motion passed with all ayes. 5/0

7. Conduct a public hearing on a zoning request Z2018-09 to change the zoning on about 0.3-acres at 706 North Railroad Avenue (also known as the unplatted Tract 26 of the John Denton Abstract Number 426 on Page 300) from LM, Light Manufacturing, to the R-5, Residential Single Family, Zoning District (Community Development Director)

Mayor Childress opened the public hearing at 7:17 p.m.

No one spoke for or against.

Mayor Childress closed the public hearing at 7:17 p.m.

8. Discuss and consider an Ordinance of the City of Seagoville, Texas amending the Comprehensive Zoning Ordinance and map of the City of Seagoville, as amended, by granting a change in zoning from the LM, Light Manufacturing, Zoning District to the R-5, Residential Single Family Zoning District on approximately 0.3-acres of the real property described as the unplatted Tract 26 of the John Denton Abstract Number 426 on Page 300 in the Deed Records of Dallas County, commonly referred to as 706 North Railroad Avenue in the City of Seagoville, Dallas County, Texas and being depicted in Exhibit "3" attached hereto and incorporated herein; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date (Community Development Director)

Motion to approve an Ordinance of the City of Seagoville, Texas amending the Comprehensive Zoning Ordinance and map of the City of Seagoville, as amended, by granting a change in zoning from the LM, Light Manufacturing, Zoning District to the R-5, Residential Single Family Zoning District on approximately 0.3-acres of the real property described as the unplatted Tract 26 of the John Denton Abstract Number 426 on Page 300 in the Deed Records of Dallas County, commonly referred to as 706 North Railroad Avenue in the City of Seagoville, Dallas County, Texas and being depicted in Exhibit "3" attached hereto and incorporated herein; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date – Epps, seconded by Howard; motion passed with all ayes. 5/0

9. Conduct a public hearing on a zoning request Z2018-10 to change the zoning on about 0.7-acres at 116 West Farmers Road (also known as the unplatted Tract 22 of the John Denton Abstract Number 426 on Page 300) from LM, Light Manufacturing, to the R-5, Residential Single Family, Zoning District (Community Development Director)

Mayor Childress opened the public hearing at 7:18 p.m.

No one spoke for or against.

Mayor Childress closed the public hearing at 7:18 p.m.

10. Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and map of the City of Seagoville, as amended, by granting a change in zoning from the LM, Light Manufacturing, Zoning District to the R-5, Residential Single Family, Zoning District on approximately 0.7-acres of the real property described as Tract 22 of John Denton Abstract 426 Page 300, commonly referred to as 116 West Farmers Road in the City of Seagoville, Dallas County, Texas and being depicted in Exhibit “3” attached hereto and incorporated herein; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date (Community Development Director)

Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and map of the City of Seagoville, as amended, by granting a change in zoning from the LM, Light Manufacturing, Zoning District to the R-5, Residential Single Family, Zoning District on approximately 0.7-acres of the real property described as Tract 22 of John Denton Abstract 426 Page 300, commonly referred to as 116 West Farmers Road in the City of Seagoville, Dallas County, Texas and being depicted in Exhibit “3” attached hereto and incorporated herein; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date – Epps, seconded by Magill; motion passed with all ayes. 5/0

11. Discuss garage size requirements (Councilmember Magill)

Councilmember Magill stated cars are parking along the new streets in the City of Seagoville and he feels the reason for that is the garage is too small. He stated he would like to make the suggestion to change the Ordinance to have a 20’ foot wide x24’ foot depth garage. He also stated it would be a good selling point for developers and residents could use the extra space for storage.

Mayor Pro Tem Epps asked for clarification on the size of garage Councilmember Magill is suggesting.

Councilmember Hernandez stated he thinks that would encourage residents to use the garage as storage and scare builders away.

Councilmember Fruin stated he believes the solution would be to widen the streets.

12. Presentation of virtual tour videos produced by CGI Communications for the purpose of promoting Seagoville to potential future residents and businesses (Library Director)

Library Director Gant presented CGI Communications virtual tour videos and explained the purpose is to promote the City of Seagoville to potential future residents and businesses. She also stated the videos are located on the City of Seagoville's website.

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

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

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

None.

15. 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.

Mayor Childress stated if possible, he would like the city to rent a street sweeper about three (3) times a year.

16. Recess into Executive Session at 7:49 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."**

17. Reconvene Into Regular Session at 8:01 p.m.

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

No action taken.

Adjourned at 8:01 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Consent Session Agenda Item: 2

Meeting Date: July 23, 2018

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving the terms and conditions of an Interlocal Agreement between the City of Seagoville and Dallas County Health and Human Services for food establishment inspections and environmental health services for fiscal year 2018-2019 and authorizing the City Manager to execute said agreement; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing for an effective date.

BACKGROUND OF ISSUE:

Attached is the agreement between Dallas County Health and Human Services and the City of Seagoville for food establishment inspections effective for FY 2018-2019.

Dallas County will perform two (2) inspections annually of each food establishment for \$150.00 per contract term and any other inspections requested for \$75.00 per inspection. This fee is the same as last year.

Dallas County will respond to Vector and/or mosquito control complaints on an as-needed basis at no additional cost.

In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile Virus throughout the County, the City will have the option to participate in the County's emergency aerial mosquito spraying plan. Should the City agree to participate in the plan, the City will have to agree to pay the City's proportioned share of the cost.

FINANCIAL IMPACT:

This expenditure is included in the FY 2019 budget.

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Agreement

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2018

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEAGOVILLE AND DALLAS COUNTY HEALTH AND HUMAN SERVICES FOR FOOD ESTABLISHMENT INSPECTIONS AND ENVIRONMENTAL HEALTH SERVICES FOR FISCAL YEAR 2018-2019 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas desires to enter into an Interlocal Agreement with Dallas County for Food Establishment Inspections and Environmental Health Services ("Agreement"); and

WHEREAS, pursuant to said Agreement, Dallas County will perform, on behalf of the City, food establishment inspections; and

WHEREAS, all inspections will be made by a Registered Professional Sanitarian employed by Dallas County Health and Human Services Department ("DCHHS"), in compliance with all state laws and regulations promulgated by the Texas Board of Health; and

WHEREAS, Dallas County further agrees to provide ground mosquito spraying and/or aerial mosquito spraying for the City, in exchange for the City's payment of its proportionate share of costs; and

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the Interlocal Agreement and has determined it to be in the best interest of the City of Seagoville to enter into said Agreement for Food Establishment Inspections and Environmental Health Services.

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

SECTION 1. The City Council hereby approves the terms and conditions of the Interlocal Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A", with Dallas County for Food Establishment Inspections and Environmental Health Services and the City Manager is hereby authorized, on behalf of the City of Seagoville, Texas to sign said Agreement.

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

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

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

DULY RESOLVED by the City Council of the City of Seagoville, Texas, this the 23th day July, 2018.

APPROVED:

DENNIS K CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS ALLEN, CITY ATTORNEY



DALLAS COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Environmental Health Division

GANESH SHIVARAMAIYER
INTERIM DIRECTOR

July 05, 2018

Patrick Stallings, City Manager
City of Seagoville
Attn: Kandi Jackson, City Secretary
702 N. Highway 175
Seagoville, Texas 75159

RE: FOOD ESTABLISHMENT AGREEMENT (FY'19)

Dear Mr. Stallings:

Enclosed are three (3) original copies of the above referenced contract between the City of Seagoville and Dallas County Health and Human Services. The term of the contract will begin October 1, 2018 through September 30, 2019. **Please have all three (3) contracts executed and returned** to our office for transmittal to Commissioners Court. Following approval by Dallas County, one fully executed copy will be returned to you.

As always, it has been a pleasure serving the City and the citizens of Seagoville. It is our desire to continue providing excellent services in order to prevent any disease outbreaks in your City. We certainly appreciate your business, and therefore, look forward to the contract being resigned.

Should you have any questions, please feel free to contact me at 214-819-2115.

Sincerely,

Rudolph Phillips, R. S.
Assistant Director, Environmental Health Division

RP:ch

Enclosures

c: Ganesh Shivaramaiyer, Director

2377 N. Stemmons Freeway Dallas, Texas 75207-2710
Suite 609 LB-12

(214) 819-2115 Office
(214) 819-2868 Fax

STATE OF TEXAS

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**INTERLOCAL AGREEMENT FOR FOOD
ESTABLISHMENT INSPECTION AND
ENVIRONMENTAL HEALTH SERVICES BETWEEN
DALLAS COUNTY, ON BEHALF OF DALLAS
COUNTY HEALTH AND HUMAN SERVICES, AND
CITY OF SEGOVILLE**

COUNTY OF DALLAS

1. PARTIES

This Interlocal Agreement (“Agreement”) is made by and between the City of Seagoville, Texas (“City”), a Texas municipal corporation, and Dallas County, Texas (“County”), on behalf of Dallas County Health and Human Services (“DCHHS”), a governmental entity, pursuant to the authorities granted by Texas Local Government Code Chapter 791, Interlocal Cooperation Act, Texas Health and Safety Code Chapters 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with 25 Texas Administrative Code, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City’s jurisdiction and other environmental health services to City.

2. TERM

This Agreement is effective from October 1, 2018 through September 30, 2019 unless otherwise stated in this Agreement.

3. INSPECTION SERVICES AND REQUIREMENTS

- A. County will perform a minimum of two (2) inspections per Agreement Term of each food establishment for which the City has submitted an inspection request and for which a fee has been collected from the said food establishment;
- B. Additional follow-up inspections will be performed as deemed necessary by County;
- C. Any additional request for follow-up inspections by City of food establishments, including food establishments that are closed due to non-compliance with the State and other applicable rules and regulations will be charged additional fees;
- D. Each food establishment inspection will be made by a Registered Professional Sanitarian employed by DCHHS, in compliance with all state laws and regulations;
- E. An examination of the following will be made during each inspection: food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect, rodent, and animal control; floors, walls, and ceiling; light; ventilation; and other operations.

4. BUDGET AND PAYMENT TO COUNTY

- A. City will collect and submit to the County a minimum of One Hundred Fifty and 00/100 Dollars (\$150.00) per Agreement Term.
- B. Beginning with the third food establishment inspection, City will pay a Seventy Five

and 00/100 Dollars (\$75.00) fee for each additional inspection requested by City.

- C. City will collect Seventy Five and 00/100 Dollars (\$75.00) to be paid to the County for a re-opening or inspection fee of a food establishment that has been closed due to non-compliance of Chapter 437 of the Texas Health and Safety Code, or any other state rules and regulations.
- D. The fees are subject to change, upon prior written notice to City, if additional cost is associated with the services under this Agreement
- E. City shall pay County the stipulated fees within thirty (30) days of the monthly request for payment, or if County fails to make the payment request, then City shall pay the stipulated fees no later than the last date of this Agreement Term. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

5. OTHER ENVIRONMENTAL HEALTH SERVICES

- A. Upon written request from City, County will respond to Vector and/or Mosquito Control complaints. Ground application services will include spraying for adult mosquitoes (“adulticiding”), and treating standing water (“larvaciding”) services.
- B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile virus throughout the County, City will have the option to participate in the County’s emergency aerial mosquito spraying plan. Should City agree to participate in the plan, City must provide written notice to County and agree to the following:
 - 1) Indicate the areas and amount of acres to be sprayed; and
 - 2) Pay City’s proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

6. RECORDS

City shall have the sole responsibility of responding to requests for records of food inspection results produced under this Agreement. County will make its best effort to forward any requests for such records that it received to City within three business days after County’s receipt of such requests.

7. TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other party;
- B. With Cause: The County reserves the right to terminate the Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
 - 1) Lack of, or reduction in, funding or resources;
 - 2) Non-performance;
 - 3) City’s improper, misuse or inept use of funds or resources; and/or

- 4) City's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

8. CITY ORDINANCE

In order for this Agreement to be valid, the City must have or adopt a City ordinance that provides for the inspection of food establishments by a Registered Professional Sanitarian. City must require the payment of a fee(s) by each food establishment. Ordinance enforcement shall be the responsibility of the City.

9. INDEMNIFICATION

COUNTY AND CITY, INCLUDING THEIR RESPECTIVE EMPLOYEES AND ELECTED OFFICIALS, AGREE THAT EACH SHALL BE RESPONSIBLE FOR ITS OWN NEGLIGENT ACTS OR OMISSIONS OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO COUNTY OR CITY UNDER TEXAS AND OTHER APPLICABLE LAWS, AND WITHOUT WAIVING ANY AVAILABLE DEFENSES UNDER TEXAS AND OTHER APPLICABLE LAWS. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES.

10. INSURANCE

City agrees that it will at all times during the term of this Agreement maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. It is expressly agreed that City will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage.

11. NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

COUNTY

Ganesh Shivaramaiyer, Interim Director
Dallas County Health & Human Svcs.
2377 N. Stemmons Frwy., Suite 600
Dallas, Texas 75207-2710

CITY

Patrick Stallings, City Manager
City of Seagoville
702 N. Hwy 175
Seagoville, TX 75159

12. ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties.

13. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

14. SEVERABILITY

If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity or any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

15. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. City shall not have a right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time prior to the end of its fiscal year.

16. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

17. IMMUNITY

This Agreement is expressly made subject to City's and County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The parties expressly agree that NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

18. COMPLIANCE OF LAWS AND VENUE

In providing services required by this Agreement, City and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

19. RELATIONSHIP OF PARTIES

City is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of County. City and County agree and acknowledge that each entity shall be responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

20. SIGNATORY WARRANTY

City and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions, and that the execution and delivery of Agreement have been made by authorized representatives of the parties to validly and legally bind the respective parties to all terms, performances and provisions set forth in this Agreement.

SIGNATURE PAGE TO FOLLOW

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

**THIS INTERLOCAL AGREEMENT REGARDING FOOD ESTABLISHMENT INSPECTION
AND ENVIRONMENTAL HEALTH SERVICES TO BE EFFECTIVE BEGINNING ON
OCTOBER 1, 2018.**

FOR DALLAS COUNTY:

BY: Clay Lewis Jenkins
County Judge

DATE: _____

Recommended:

BY: Ganesh Shivaramaiyer

Interim Director, DCHHS

Approved as to Form*:

FAITH JOHNSON
CRIMINAL DISTRICT ATTORNEY
DALLAS COUNTY, TEXAS

RUSSELL RODEN
CHIEF, CIVIL DIVISION

BY: Hilary J. Blake
Assistant District Attorney

FOR CITY OF SEAGOVILLE:

BY: _____
City Manager

DATE: _____

Recommended (CITY):

BY: _____

Title: _____

Approved as to Form (CITY):

BY: _____
Title: _____

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

Regular Session Agenda Item: 3

Meeting Date: **July 23, 2018**

ITEM DESCRIPTION:

Discuss and consider the appointment of two (2) members of the Planning & Zoning Commission and two (2) member of the Seagoville Economic Development Corporation to the Downtown Corridor Advisory Group

BACKGROUND OF ISSUE:

On June 18, 2018, City Council passed a Resolution establishing and creating a Downtown Corridor Advisory Group. The group shall be composed of ten (10) members, consisting of two (2) members of the SEDC, two (2) members of the Planning & Zoning Commission, and six (6) members of the community to meet a minimum of three (3) times over a period of seven (7) months or until such time as the DCAG has satisfactorily performed the duties.

The selection of members from the Planning & Zoning Commission and SEDC were chosen of members that are currently serving. The Planning & Zoning Commission selected Allen Grimes and Scott Englert, and the SEDC selected Barbara Sherman and Martin Ashley to serve on the DCAG.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS

Resolution 24-R-2018 – Establishing and creating the Downtown Corridor Advisory Group

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 24-R-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ESTABLISHING AND CREATING THE DOWNTOWN CORRIDOR ADVISORY GROUP; PROVIDING FOR THE PURPOSE, COMPOSITION, FUNCTION, DUTIES, AND TERM OF THE GROUP; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council previously authorized the Seagoville Economic Development Corporation ("SEDC") to enter into an agreement with Halff Associates, Inc., to conduct a downtown corridor study to aid in the revitalization of the downtown area; and

WHEREAS, the City Council believes that the City would benefit from the creation and establishment of an advisory group to provide input on such revitalization; and

WHEREAS, the City Council has determined that it is in the best interest of the City to establish and create the Downtown Corridor Advisory Group as set forth herein.

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

SECTION 1. The City Council hereby creates the Downtown Corridor Advisory Group (hereinafter, the "DCAG") to serve as a review body to provide direction through the course of plan development for the downtown corridor.

SECTION 2. The DCAG shall be composed of ten (10) members, consisting of two (2) members of the SEDC, two (2) members of the Planning & Zoning Commission, and six (6) members of the Community to meet a minimum of three (3) times over a period of seven (7) months or until such time as the DCAG has satisfactorily performed the duties, as follows:

To discuss and provide recommendations concerning confirming issues, identifying opportunities and constrains, discussing goals, reviewing preliminary ideas and strategies, and reviewing draft plan prior to submission to elected and appointed officials.

SECTION 3. All resolutions of the City of Seagoville in conflict with the provisions of this resolution be, and the same are, hereby repealed, and all resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 4. If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such 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 5. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 18th day of June, 2018.

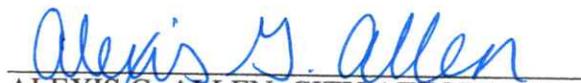
APPROVED:


DENNIS K. CHILDRESS, MAYOR

ATTEST:


KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:


ALEXIS G. ALLEN, CITY ATTORNEY
(/cdb 06/14/2018)

Regular Session Agenda Item: 4

Meeting Date: **July 23, 2018**

ITEM DESCRIPTION

Discuss and consider changing garage size requirements.

BACKGROUND OF ISSUE:

This item was requested by Councilmember Magill.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS

N/A

Regular Session Agenda Item: 5

Meeting Date: July 23, 2018

Item Description

Water & Sewer and Drainage Funds Budget Workshop.

BACKGROUND OF ISSUE:

Patrick Harvey, Director of Finance to present considerations for FY 2019 Water & Sewer and Drainage Funds Budget.

FINANCIAL IMPACT:

None

EXHIBITS

Regular Session Agenda Item: 6

Meeting Date: July 23, 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 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 Session Agenda Item: 7

Meeting Date: July 23, 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: July 23, 2018

ITEM DESCRIPTION:

Recess into Executive Session in compliance with Texas Government Code:

- A. 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: July 23, 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