



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, DECEMBER 17, 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. Leadership Seagoville Reception**

Adjourn

REGULAR SESSION - 7:00 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

Graduation – Leadership Seagoville

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 Joint City Council and Seagoville Economic Development Meeting minutes for December 3, 2018 (City Secretary)**

2. Discuss and consider approval of a Resolution of the City of Seagoville, Texas, authorizing the Mayor to execute the Dallas Area Household Hazardous Waste Network Interlocal Agreement Amendment No. 1 between the City of Seagoville and Dallas County, from October 1, 2018 until September 30, 2019; and providing an effective date (Community Development Director)

3. Discuss and consider a Resolution of the City of Seagoville, Texas, authorizing the Mayor to sign a contract with Dallas Area Agency on Aging for the reimbursement of congregate meals and a program grant for the Seagoville Senior Citizens Activities and Transportation (SSCAT) Program: providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date (Library Director)

REGULAR AGENDA-

4. Conduct a public hearing on a zoning request Z2018-24 to amend the zoning on about 0.6-acres of real property located at 113 West Farmers Road (being part of the John D. Merchant Abstract number 850 and also part of a 3-acre tract described in a deed to H.F. Weber recorded in Volume 1065 on page 434 on the Deed Records of Dallas County) from the LM, Light Manufacturing, zoning district to the R-5, Residential Single Family, zoning district (Community Development Director)

5. Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of City of Seagoville, as amended, by granting a change in zoning from LM, Light Manufacturing, to R-5, Residential Single Family-5, on approximately 0.568± acres of the real property described as Tract 83 of John D. Merchant Abstract 850, commonly referred to as 113 West Farmers Road in the City of Seagoville, Dallas County, Texas, and legally described in Exhibit "A" and being depicted in Exhibit "B", which are 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)

6. Conduct a public hearing on a zoning request Z2018-25 to approve a request for a time extension on the previously approved April 2018 Special Use Permit for a temporary concrete batch plant for exclusive use within the Highland Meadows Phase III residential subdivision on property located at 2517 and 7100 Shannon Loop in a Planned Development with a R-5 base zoning (PD-R5) (Community Development Director)

- 7. Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance, as amended, by changing the zoning from “PD-R-5” Planned Development - Residential-5 to “PD-R-5-SUP” Planned Development - Residential-5 with a Special Use Permit, which shall expire on December 29, 2018, with no more than two (2) three (3) month extensions, to allow for a temporary batch plant on Lots 1 through 5, Block E, of the Highland Meadows Phase III subdivision located on the north side of Lasater Road between Stark Road and Shannon Loop, in the City of Seagoville, Texas; providing for special conditions; providing for an approved site plan which is attached hereto and incorporated herein as Exhibit "A"; providing for the repeal of all Ordinances in conflict; providing for a severability clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date (Community Development Director)**
- 8. Discuss and consider a Resolution of the City of Seagoville, Texas, approving the implementation of the Traffic Control Program for residential streets and alleys utilizing traffic calming devices under the terms and conditions of the respective policy set forth therein, which is attached hereto and incorporated herein as Exhibit “A”; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing for an effective date (Junior Planner)**
- 9. Discuss and consider a Resolution of the City of Seagoville, Texas authorizing the purchase of one (1) 2019 Chevrolet 1500 Silverado 4x2 double cab pickup in an amount not to exceed \$26,915.00 from Caldwell Country and installation of equipment and graphics in an amount not to exceed \$2,454.33 from Pursuit Safety, Inc. for a total cost of \$29,369.33; and providing an effective date (Community Development Director)**
- 10. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving a professional services agreement between the Seagoville Economic Development Corporation and Flyer View Group, LLC, for the purposes of design and configuration of aerial map posters and web-based flip book to provide advertising for the SEDC and the City of Seagoville, in an amount not to exceed Ten Thousand Six Hundred Seventy-Five Dollars and No Cents (\$10,675.00); providing for a repealing clause; providing for a severability clause; providing for an effective date (City Manager)**
- 11. Receive update from Councilmember Magill concerning the North Central Texas Emergency Communications District initial board meeting (Councilmember Magill)**
- 12. Direct Staff concerning Council Meeting dates for January 2019 (City Secretary)**
- 13. Discuss the bid process for Malloy Bridge Road Project (Community Development Director)**
- 14. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**

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.

16. Executive Session

Recess into Executive Session in compliance with Texas Government Code:

§ 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Municipal Judges

17. Reconvene Into Regular Session

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

§ 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Municipal Judges

Adjourn

Posted Wednesday, December 12, 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, January 7, 2018 is the next regular City Council meeting.**

Consent Session Agenda Item: 1

Meeting Date: December 17, 2018

ITEM DESCRIPTION:

Consider approving Joint City Council and Seagoville Economic Development Meeting minutes for December 3, 2018.

BACKGROUND OF ISSUE:

Approve Joint City Council and Seagoville Economic Development Meeting minutes for December 3, 2018

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

December 3, 2018 Joint City Council and Seagoville Economic Development Meeting minutes



**MINUTES OF CITY COUNCIL
JOINT WITH SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION
REGULAR SESSION
DECEMBER 3, 2018**

The Regular Session of the City Council Joint with Seagoville Economic Development Corporation of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, December 3, 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
Jose Hernandez	Board Chair
Barbara Sherman	Board Member
Stepper Sebastian	Board Member
Martin Ashley	Board Member
Harold Magill	Board Member
Howard Sanders	Board Member
Alvin Ross	Board Member

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

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Invocation – *Invocation was led by Councilmember Harold Magill.*

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

1. Receive presentation from Halff Associates concerning the Downtown Corridor Plan (Halff Associates)

Kendall Howard and Mark Dennis with Halff Associates presented the Downtown Corridor Plan.

2. Conduct a public hearing concerning the Downtown Corridor Plan

Mayor Childress opened the public hearing at 7:05 p.m.

No one spoke for or against.

Mayor Childress closed the public hearing at 7:06 p.m.

3. City Council and Seagoville Economic Development Corporation to provide input concerning the Downtown Corridor Plan

Seagoville Economic Development Corporation (SEDC) Board Member Ashley stated he served on the Downtown Corridor Advisory Group (DCAG). He also stated the group worked together to resolve concerns about parking during the meetings.

Councilmember Howard stated the Downtown Corridor Plan is excellent.

SEDC Board Member Sherman thanked Halff Associates for listening to the DCAG and creating the professional presentation.

4. Financial Statements for the Fourth Quarter of FY 2018 (Finance Director)

Finance Director Harvey presented the Fourth Quarter of FY 2018.

No Questions.

5. Discuss and consider approving a Resolution of the Board of Directors of the Seagoville Economic Development Corporation, approving the First Amendment to the Exchange Agreements between the City and the Seagoville Economic Development Corporation, and the Seagoville Economic Development Corporation and Charlotte Taylor, attached hereto as Exhibit 1; authorizing the Executive Director to execute on behalf of the Seagoville EDC; providing for a repealing clause; providing for a severability clause; and providing for an effective date (City Manager and Director of Administrative Services)

Director of Administrative Services Brown stated this Resolution is to correct the property descriptions. In 2006 when the property description was completed for this property at 902 N. Kaufman, in the survey it was listed at 904, but all records of the county and city show the address as 902. In the original agreement presented to Council and Seagoville Economic Development Corporation (SEDC) the property description was copied from the survey and pasted to the Exchange Agreement, in order to prevent mistakes. After City Council and SEDC took action, it was discovered that the description says 904 rather than 902. She stated that needs to be correct on the City side. She stated there were five (5) separate surveys on Ms. Taylor's property and therefore, some typos were made which caused the acreage to be inaccurate. She also stated the corners were set and measured to correct the acreage.

Motion to approve a Resolution of the Board of Directors of the Seagoville Economic Development Corporation, approving the First Amendment to the Exchange Agreements between the City and the Seagoville Economic Development Corporation, and the Seagoville Economic Development Corporation and Charlotte Taylor, attached hereto as Exhibit 1; authorizing the Executive Director to execute on behalf of the Seagoville EDC; providing for a repealing clause, providing for a severability clause; and providing for an effective date – Magill, seconded by Ashley; motion passed with all ayes. 7/0

6. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, approving the First Amendment to the Restriction Agreement between the City and Charlotte Taylor, attached hereto as Exhibit 1; and approving the First Amendment to the Exchange Agreements between the City and the Seagoville Economic Development Corporation, the Seagoville Economic Development Corporation and Charlotte Taylor, and Charlotte Taylor and the City, attached hereto as Exhibit 2; authorizing the City Manager to execute on behalf of the City; providing for a repealing clause; providing for a severability clause; and providing for an effective date (City Manager and Director of Administrative Services)

Director of Administrative Services Brown stated the Restriction Agreement amendment is for Ms. Taylor to be relieved of the two (2) year requirement set out in the Restriction Agreement. Ms. Taylor was in negotiations with a developer concerning another piece of property and she is still in negotiations which causes concern for her about the two (2) year requirement. She is requesting the two (2) year requirement be removed from the Restriction Agreement. She also stated the amendment to the Exchange Agreement is the same property description issue as Agenda Item #5.

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving the First Amendment to the Restriction Agreement between the City and Charlotte Taylor, attached hereto as Exhibit 1; and approving the First Amendment to the Exchange Agreements between the City and the Seagoville Economic Development Corporation, the Seagoville Economic Development Corporation and Charlotte Taylor, and Charlotte Taylor, and the City, attached hereto as Exhibit 2; authorizing the City Manager to execute on behalf of the City; providing for a repealing clause; providing for a severability clause; and providing for an effective date – Fruin, seconded by Epps; motion passed with all ayes. 6/0

7. Receive a presentation from Dr. Don Cole concerning properties for sale in Seagoville (Dr. Cole)

Dr. Don Cole presented properties for sale in the City of Seagoville. He also explained the process for obtaining the information concerning the properties.

8. A Resolution of the Seagoville Economic Development Corporation Board of Directors approving the terms and conditions of the continuation of the Professional Services Agreement with The Retail Coach, LLC, for the purposes of providing assistance in retail recruitment and development strategy in an amount not to exceed \$20,000; authorizing the board chair to execute the agreement; providing for a severability clause; and providing an effective date (City Manager)

City Manager Stallings stated the Seagoville Economic Development Corporation was in an agreement with The Retail Coach, LLC, this past year for Thirty Thousand Dollars (\$30,000.00) and the second year would be Twenty Thousand Dollars (\$20,000.00). He also stated he recommends continuing the agreement for the second year because The Retail Coach has been productive in reaching retailers for the City of Seagoville.

Motion to approve a Resolution of the Seagoville Economic Development Corporation Board of Directors approving the terms and conditions of the continuation of the Professional Services Agreement with The Retail Coach, LLC, for the purposes of providing assistance in retail recruitment and development strategy in an amount not to exceed \$20,000; authorizing the board chair to execute the agreement; providing for a severability clause; and providing an effective date – Ross, seconded by Sanders; motion passed with all ayes. 7/0

SEDC Adjourned at 7:26 p.m.

Mayor's Report – *Mayor Childress stated weather permitting the Tree Lighting will be at 6:30 p.m., Thursday, December 6, 2018 at C.O. Bruce Park. He also stated if the weather does not cooperate the Tree Lighting will be cancelled.*

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.*

9. Consider approving City Council Meeting minutes for November 19, 2018 (City Secretary)

Motion to approve City Council Meeting minutes for November 19, 2018 – Magill, seconded by Howard; motion passed with all aye. 6/0

REGULAR AGENDA –

10. Receive a presentation from J.C. Burciaga with Provident Realty

J.C. Burciaga stated Provident Realty is realty advisors company and the City of Seagoville does have sites that are beneficial. He stated he has two (2) homebuilders committed to building in the City of Seagoville. He also made a presentation concerning property in the City of Seagoville.

11. Discuss and consider approving an Ordinance of the City Council of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 21, “Building Regulations”, amending Article 21.09, “Signs”, by repealing Division 1, “Generally” in its entirety and replacing with a new Division 1, “Generally”, to amend the sign regulations of the City; providing a repealing clause; providing a severability clause; providing a penalty clause; and providing an effective date (Community Development Director)

Motion to approve an Ordinance of the City Council of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 21, “Building Regulations”, amending Article 21.09, “Signs”, by repealing Division 1, “Generally” in its entirety and replacing with a new Division 1, “Generally”, to amend the sign regulations of the City; providing a repealing clause; providing a severability clause; providing a penalty clause; and providing an effective date – Epps, seconded by Howard; motion passed with all ayes. 6/0

12. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Chapter 5, Animal Control, of the Code of Ordinances by amending Article 5.01, “General Provisions”, Section 5.01.001, “Definitions”, Section 5.01.023 “Permit Required for Zoological Educational Outreach Display”, and Section 5.01.026, “Permit Required for Animal Exhibition”, to amend regulations concerning the display of wild animals within the City; and amending Section 5.01.029, “Permit Revocation, Denial and Appeal”, to repeal the appeal provisions; providing a severability clause; providing a savings clause; providing for a penalty of a fine not to exceed \$2,000 for each offense; and providing an effective date (Director of Administrative Services and Police Chief)

Director of Administrative Services Brown stated the City received an inquiry concerning zoos. She stated this Ordinance amends the Animal Control Section to allow for certain types of zoos and releases the Cities liability. She also stated it puts the liability back on the State as anyone with a zoo would need to follow state guidelines.

Brandon Baker at 7252 County Road 277, Kaufman, Texas stated La Pulga inquired about a zoo to be included with the light expo each year. He explained the need for exposure of animals to youth and adults.

Motion to approve an Ordinance of the City of Seagoville, Texas, amending Chapter 5, Animal Control, of the Code of Ordinances by amending Article 5.01, “General Provisions”, Section 5.01.001, “Definitions”, Section 5.01.023 “Permit Required for Zoological Educational Outreach Display”, and Section 5.01.026, “Permit Required for Animal Exhibition”, to amend regulations concerning the display of wild animals within the City; and amending Section 5.01.029, “Permit Revocation, Denial and Appeal”, to repeal the appeal provisions; providing a severability clause; providing a savings clause; providing for a penalty of a fine not to exceed \$2,000 for each offense; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 6/0

13. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, amending the FY 2018-2019 Master Fee Schedule by amending the Animal Control/Shelter section to provide for an annual permit fee in the amount of five hundred dollars (\$500.00) for a zoological educational outreach display or zoological park; and providing an effective date (Director of Administrative Services and Police Chief)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, amending the FY 2018-2019 Master Fee Schedule by amending the Animal Control/Shelter section to provide for an annual permit fee in the amount of five hundred dollars (\$500.00) for a zoological educational outreach display or zoological park; and providing an effective date – Magill, seconded by Epps; motion passed with all ayes. 6/0

14. Discuss and consider a Resolution of the City of Seagoville, Texas, approving the implementation of the Traffic Control Program for residential streets and alleys utilizing traffic calming devices under the terms and conditions of the respective policy set forth therein, which is attached hereto and incorporated herein as Exhibit “A”; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing for an effective date (Community Development Director)

Mayor Childress called for a recess at 8:08 p.m.

Council reconvened at 8:15 p.m.

Community Development Director Barr stated this a Resolution to approve the implantation of the Traffic Control Program. He stated there are several methods to traffic control. He also reviewed the requirements for speed humps.

City Manager Stallings stated speed humps cannot be used on major arterial roadways.

Karl Boss at 2701 Old Farm Drive, Seagoville, Texas explained that his neighborhood is in need of traffic control for the safety of children. Mayor Childress suggested Mr. Boss work with Police Chief Calverley.

Councilmember Hernandez stated speeding cars are a problem on his street.

Motion to approve a Resolution of the City of Seagoville, Texas, approving the implementation of the Traffic Control Program for residential streets and alleys utilizing traffic calming devices under the terms and conditions of the respective policy set forth therein, which is attached hereto and incorporated herein as Exhibit “A”; providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing for an effective date – Hernandez, seconded by Howard; motion failed. 2/3 (For: Hernandez and Howard, Against: Magill, Fruin, and Epps)

15. Discuss and consider an Ordinance of the City Council of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 21, “Building Regulations”, Article 21.13, “Right-Of-Way Management”, by amending Section 21.13.184, to authorize variances or waivers for the application of the Design Manual for Network Nodes, and to adopt Section 21.13.185, to provide for network provider fees; and amending the Master Fee Schedule for the City of Seagoville, to amend the Public Work Fees to adopt fees for the installation of network nodes and related equipment in the City Right-Of-Way; providing a repealing clause; providing a severability clause; and providing an effective date (City Attorney)

City Attorney Allen stated this Ordinance complies with the Federal Law that was implemented to regulate the fees. She stated the nodes are to allow for 5G network for cellular companies. She stated the nodes are not very noticeable within cities.

Motion to approve an Ordinance of the City Council of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 21, “Building Regulations”, Article 21.13, “Right-Of-Way Management”, by amending Section 21.13.184, to authorize variances or waivers for the application of the Design Manual for Network Nodes, and to adopt Section 21.13.185, to provide for network provider fees; and amending the Master Fee Schedule for the City of Seagoville, to amend the Public Work Fees to adopt fees for the installation of network nodes and related equipment in the City Right-Of-Way; providing a repealing clause; providing a severability clause; and providing an effective date – Fruin, seconded by Magill; motion passed with all ayes. 6/0

16. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving a professional services agreement between Seagoville Economic Development Corporation and Site Location Partnership for the purposes of recruitment of commercial, industrial, and manufacturing businesses in an amount not to exceed Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00); providing for a repealing clause; providing for a severability clause; and providing an effective date (City Manager)

City Manager Stallings stated this Resolution is to ratify an agreement between the Seagoville Economic Development Corporation and Site Location Partnership. He stated Site Location Partnership is a company that recruits commercial, industrial, and manufacturing businesses.

Councilmember Magill asked if the agreement was for one (1) year. City Manager Stalling stated yes the agreement is for one (1) year.

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving a professional services agreement between Seagoville Economic Development Corporation and Site Location Partnership for the purposes of recruitment of commercial, industrial, and manufacturing businesses in an amount not to exceed Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00); providing for a repealing clause; providing for a severability clause; and providing an effective date – Fruin, seconded by Howard; motion passed with all ayes. 6/0

17. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving a professional services agreement between the Seagoville Economic Development Corporation and Flyer View Group, LLC, for the purposes of design and configuration of aerial map posters and web-based flip book to provide advertising for the SEDC and the City of Seagoville, in an amount not to exceed Ten Thousand Six Hundred Seventy-Five Dollars and No Cents (\$10,675.00); providing for a repealing clause; providing for a severability clause; providing for an effective date (City Manager)

City Manager Stallings stated Flyer View Group, LLC, designs aerial map posters and web-based flip books for advertising. He stated the electronic and digital aspect would help the advertisement of the City of Seagoville at conferences and trade shows. Their creations will be put on the City of Seagoville's website. He also stated they will work together as a team with The Retail Coach and Site Location Partnership for advertising the City of Seagoville.

Councilmember Magill asked if the agreement was for one (1) year. City Manager Stallings stated yes, the agreement is for one (1) year.

City Manager Stallings stated Flyer View, LLC, Site Location Partnership, and The Retail Coach all make up a great recruiting team for the City of Seagoville.

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving a professional services agreement between the Seagoville Economic Development Corporation and Flyer View Group, LLC, for the purposes of design and configuration of aerial map posters and web-based flip book to provide advertising for the SEDC and the City of Seagoville, in an amount not to exceed Ten Thousand Six Hundred Seventy-Five Dollars and No Cents (\$10,675.00); providing for a repealing clause; providing for a severability clause; providing for an effective date – Howard, seconded by Hernandez; motion failed. 2/3 (For: Hernandez and Howard, Against: Magill, Fruin and Epps)

18. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving a one (1) year continuation of a Professional Services Agreement between the Seagoville Economic Development Corporation and the Retail Coach for the purposes of providing assistance in retail recruitment and development strategy in an amount not to exceed Twenty Thousand Dollars and No Cents (\$20,000.00); providing for a repealing clause; providing for a severability clause; and providing an effective date (City Manager)

City Manager Stallings stated this Resolution is to ratify a one (1) year continuation of a Professional Services Agreement between the Seagoville Economic Development Corporation and The Retail Coach. He also stated The Retail Coach solidified Starbucks for the City of Seagoville.

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving a one (1) year continuation of a Professional Services Agreement between the Seagoville Economic Development Corporation and the Retail Coach for the purposes of providing assistance in retail recruitment and development strategy in an amount not to exceed Twenty Thousand Dollars and No Cents (\$20,000.00); providing for a repealing clause; providing for a severability clause; and providing an effective date – Hernandez, seconded by Magill; motion passed with all ayes. 6/0

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

None.

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

None.

City Council Adjourned at 8:55 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Consent Session Agenda Item: 2

Meeting Date: December 17, 2018

ITEM DESCRIPTION

Discuss and consider approval of a Resolution of the City of Seagoville, Texas, Authorizing the Mayor to execute the Dallas Area Household Hazardous Waste Network Interlocal Agreement Amendment No. 1 between the City of Seagoville and Dallas County, from October 1, 2018 until September 30, 2019; and providing an effective date.

BACKGROUND OF ISSUE:

The Household Hazardous Waste Interlocal Agreement is part of the City of Seagoville's Storm Water Pollution Program which was adopted in 1994. This program provides a means for the citizens of Seagoville to dispose of household hazardous waste legally rather than illegally dumping the hazardous waste in Right-of-Ways or onto private property. It protects the storm waters running into our creeks and our lakes.

The attached agreement is a continuation of the 1994-2017 program. The contract initiated in FY2018-19 under Dallas County Commissioner Court Order 2018-0904. As in the past, each renewal is brought to the Council annually for consideration.

FINANCIAL IMPACT:

This expenditure is included in the FY19 budget.

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

Resolution
Agreement

RESOLUTION NO. ____-R-18

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK INTERLOCAL AGREEMENT AMENDMENT NO. 1 BETWEEN THE CITY OF SEAGOVILLE AND DALLAS COUNTY, FROM OCTOBER 1, 2018 UNTIL SEPTEMBER 30, 2019; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the desire of the City to join with the County and other interested jurisdictions to participate in a Household Hazardous Waste ("HHW") collection program as a continuation of the 1994-2017 program; and

WHEREAS, the Dallas County Commissioners Court adopted Court Order No. 94-751 establishing the HHW Network to coordinate the planning and implementation of a HHW collection program; and

WHEREAS, the City Council has determined that the Dallas Area Household Hazardous Waste Network is in the best interest for the citizens of Seagoville.

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

SECTION 1. That the Mayor is hereby authorized to execute an Interlocal Agreement Amendment No. 1 with Dallas County, a copy of which is attached hereto and incorporated herein as Exhibit "A", for the collection and disposal of household hazardous waste for FY 2018-2019.

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 17th day of December, 2018.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY
(/cdb 12-06-2018)



Dallas County Household Hazardous Waste Program

Planning and Development Department

August 20, 2018

Dear Dallas Area Household Hazardous Waste Network member:

The current Household Hazardous Waste (HHW) interlocal agreement between your city and Dallas County will expire on September 30, 2018. The original agreement included four annual renewal options, four of which remain. To activate the renewal for the coming year, each member city of the Dallas County HHW Program will need to execute the enclosed Amendment Number 1 with Dallas County.

The amendment and the FY2019 HHW Budget have been approved by Dallas County Commissioners Court Order #2018-0904. The budget was approved by the Household Hazardous Waste Network at the May budget meeting.

If you cannot execute this agreement by September 30, you can make arrangements to continue your HHW service without interruption. Simply send me an email or letter stating that the city intends to renew the agreement for FY19, and provide an estimated return date. The executed agreement will be retroactive to October 1, 2018, and all services will continue in the interim.

Included in your renewal packet you will find

- (1) Instructions for completing and returning the documents
- (2) the Court Order authorizing Dallas County to execute the renewal amendment
- (3) two copies of the renewal Amendment No. 1 with attached Exhibit C2019.

Let me know if I can help you with any questions or issues.

Sincerely,

A handwritten signature in black ink, appearing to read "Earle Blakney".

Earle Blakney
HHW Program Manager
(214) 553-1765 ext 6594

Home Chemical Collection Center
11234 Plano Road, Dallas, Texas 75243
(214) 553-1765 Fax (214) 553-5007



Dallas County Household Hazardous Waste Program

Planning and Development Department

Instructions for Executing the FY16 Renewal Amendment to the Household Hazardous Waste Interlocal Agreement

1. **EXECUTE** two (2) originals – Dallas County will keep one and return one.
2. **INCLUDE** Exhibit C2019 with each original.
3. **INSERT** your city's total FY2018-2019 HHW budget limit for all HHW activities (including operational and disposal fees) into the blank space in Article II, Section B, Paragraph 1 on page 2.
4. **ENTER** the date your city representative signs the amendment in the line on page 2 that begins "**EXECUTED THIS** the _____ day."
5. **SIGN** on the signature line on the right side of page 2. Note: the agreement must be signed by a person who is authorized to enter into a binding contract on behalf of the city, as specified in Article XI, "Signatory Warranty".
6. **PRINT** the name and title of the signatory agent underneath the signature line.
7. **ATTACH** "Evidence in appropriate form that funding has been committed and will be available," as specified in Article IV item 2 ("City Responsibilities"). "Appropriate form" can include a City Council resolution, approved line item budget, purchase order, letter from department head or other official authorized to encumber funds, etc. (This may be submitted at a later date, if necessary.)
8. **CALL** the HHW Program Manager at (214) 553-1765 ext.6594 if you have questions.
9. **RETURN** the signed copies to:

**HHW Program Manager
Dallas County Household Hazardous Waste
11234 Plano Rd.
Dallas TX 75243**
10. **PLEASE DO NOT** mail to any other County office.

Home Chemical Collection Center
11234 Plano Road, Dallas, Texas 75243
(214) 553-1765 Fax (214) 553-5007

**COURT ORDER
2018-0904**



Proposed FY2019 Budget/Continuation of Household Hazardous Waste Program

On a motion made by Commissioner Dr. Elba Garcia, District 4, and seconded by Commissioner Dr. Theresa M. Daniel, District 1, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: 8/7/2018
FUNDING SOURCE: Escrow Fund 532

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the continuation of the Household Hazardous Waste Program, its FY2019 interlocal agreement with participating cities, and its proposed FY2019 budget of \$1,819,321 (of which \$140,000 consists of carryover from prior years for contract labor, capital expenses, and other operational expenses).

It is further resolved and ordered that the County Judge is authorized to sign the aforementioned FY2019 interlocal agreements on behalf of the County.

Done in open court August 7, 2018, by the following vote:

IN FAVOR: Honorable Clay Lewis Jenkins, County Judge
Commissioner Dr. Theresa M. Daniel, District 1
Commissioner Mike Cantrell, District 2
Commissioner John Wiley Price, District 3
Commissioner Dr. Elba Garcia, District 4

OPPOSED: None
ABSTAINED: None
ABSENT: None

Recommended by: Rick Loessberg
Originating Department: Planning and Development

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**AMENDMENT NO. 1
TO THE HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT
(The "Agreement")
BETWEEN
DALLAS COUNTY
AND
CITY OF SEAGOVILLE
(The "City")
A MEMBER CITY OF
THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK**

WHEREAS, on, August 7, 2018, the Dallas County Commissioners Court was briefed on a request from the cities of the Dallas Area Household Hazardous Waste Network to renew and revise the effective term and specify new fiscal year budgets for the Household Hazardous Waste Program Interlocal Agreement ("Agreement") that permits four additional one-year renewals for a five-year total contract term and was authorized by Court Order 2017-0979; and

WHEREAS, the proposed Amendment No. 1, along with the attachment C2019, will serve to continue the Household Hazardous Waste Program through fiscal year 2019, while updating overall program budget amounts and individual city budget limits for the new fiscal year; and

WHEREAS, proposed Amendment No. 1 contains no other changes in the basic terms and conditions of the Agreement and incurs no cost to Dallas County;

NOW THEREFORE, by execution of this Amendment No. 1, the Agreement is amended hereby with respect to the items and features described in the Articles below.

**I.
PURPOSE**

The purpose of this Amendment is to amend the effective term and fiscal year budget of the Agreement without change to the basic terms and provisions. No other sections, provisions, clauses or conditions of the Agreement are waived, deleted or changed hereby, and they shall remain in full force and effect throughout the term of the Agreement and any duly authorized amendments.

**II.
AMENDED PROVISIONS**

A. The new term of the Agreement shall be October 1, 2018, through September 30, 2019.

B. The language contained in Paragraph 1, *Section IV. City Responsibilities* shall be deleted in its entirety and replaced with the following language:

- 1. "A sum not to exceed \$ 4,970.00 for disposal, setup, operational, capital and transportation costs for HHW collection for residents of the City during the period from October 1, 2018 through September 30, 2019.
 - a. Collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the City at events and at the collection center.
 - b. Operational and capital costs shall be paid quarterly in advance.
 - c. In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation but will become immediately due and payable in full."

C. The language contained in Exhibit C2018 of the Agreement entitled *FY2018 HHW Program Budget Summary* shall be deleted in its entirety and shall be replaced with the attached Exhibit C2019 entitled *FY2019 HHW Program Budget Summary*.

IN WITNESS WHEREOF, by their signatures below, the duly authorized representatives of Dallas County and **City of Seagoville**, a member city of the Dallas Area Household Hazardous Waste Network, do hereby agree and append this Amendment No.1 to the Agreement.

EXECUTED THIS the _____ day of _____, 2018.

DALLAS COUNTY:

CITY OF SEAGOVILLE:

BY: Clay Lewis Jenkins
County Judge

BY:
TITLE:

APPROVED AS TO FORM:*
Faith Johnson
District Attorney

BY: Lacey B. Lucas
Assistant District Attorney

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

Exhibit C2019

FY2019 HHW PROGRAM BUDGET SUMMARY

This exhibit summarizes the total program funding for FY2019 as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on May 10, 2018, and replaces the language contained in Exhibit C2018 of the Household Hazardous Waste Program Interlocal Agreement that was authorized by Court Order 2017-0979.

Fixed Costs include personnel expense, operating costs, and capital budget, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments.

- Personnel Expense includes all HHW staff salaries and fringe.
- Operating Expense includes supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, facility maintenance, utilities, and all other direct programming costs.
- Capital Expense includes building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.

Variable costs include estimated direct costs for collection and disposal of hazardous household wastes, which vary according to actual usage and are indicated in the budget summary for planning purposes only. ***Funding for actual collection, contract labor, and disposal costs will be collected from the cities after the fact, on an as-used basis.***

- Collection/Mobilization/Disposal Budget includes estimated costs for staging of events, recycling services, waste containers, waste transportation, and disposal.
- Contract Labor Expense is for part-time, seasonal labor provided by the disposal vendor.

Budget adjustments made to the Operational Budget during the term of the agreement shall not result in a City Funding amount that exceeds the approved budget total shown herein. The County may make line item transfers within the operating budget when these transfers do not exceed \$5,000. Budget adjustments in excess of \$5,000 must be approved by the HHW Network.

BUDGET SECTION	CITY FUNDING
FIXED COSTS (OPERATIONAL BUDGET)	
Personnel Costs	\$ 487,396
Operating Costs	\$ 209,925
Capital Expense	\$ 93,000
Sub-Total	\$ 790,321
ESTIMATED VARIABLE COSTS (COLLECTION / LABOR / DISPOSAL BUDGET)	
	\$ 1,029,000
TOTAL PROGRAM BUDGET	\$1,819,321

Consent Session Agenda Item: 3

Meeting Date: December 17, 2018

ITEM DESCRIPTION:

Discuss and consider a Resolution of the City of Seagoville, Texas, authorizing the Mayor to sign a contract with Dallas Area Agency on Aging for the reimbursement of congregate meals and a program grant for the Seagoville Senior Citizens Activities and Transportation (SSCAT) Program: providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

As in previous years, the City will be providing congregate meals to Seagoville seniors at our Community Center. Once again the Dallas Area Agency on Aging (DAAA) has and will help support the Senior Citizen Program in FY 2019 with a grant that provides for a portion of our operating costs including staff salaries. Additionally, this year DAAA will provide meal reimbursements to the City for all eligible seniors. The City Council will consider approval of a contract to renew the grant contract with DAAA for a period of one (1) year, from October 1, 2018 through September 30, 2019. The contract will also include the requirements for the meal reimbursement.

The City has received this grant on an annual basis since 1974 and it allows us to hire part-time staff to assist our full-time staff. It also provides funds for supplies. Visiting Nurses Association will provide the congregate meals for our seniors and we are prepared to serve approximately fifty-two senior citizens 60 years old and over on a daily basis. The amount of reimbursement will allow the program to operate on a break even or better basis. The full cost of the meals for eligible seniors is reimbursed through DAAA grant funds and participant contributions. Other non-eligible seniors may lunch as long as they pay full price for their lunch.

FINANCIAL IMPACT:

Of the total Congregate Meal Program expense, the Seagoville Senior Services Program will be responsible for \$6,000.00 in expenditures and indirect costs. The Senior Services Grant will provide \$25,000 or approximately ten percent of the City's Senior Center operating budget.

RECOMMENDATION:

Staff recommends continuance of Senior Center programs and services funded by the Dallas Area Agency on Aging (DAAA).

EXHIBITS:

- 1.** Dallas Area Agency on Aging Contract for Older Americans Act Program
- 2.** City of Seagoville Grant Application Documents

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH DALLAS AREA AGENCY ON AGING FOR THE REIMBURSEMENT OF CONGREGATE MEALS AND A PROGRAM GRANT FOR THE SEAGOVILLE SENIOR CITIZENS ACTIVITIES AND TRANSPORTATION (SSCAT) PROGRAM; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council is desirous of continuing the City's Congregate Meal Program for Seagoville Seniors; and

WHEREAS, the cost to the City for the congregate meals will be reimbursed; and

WHEREAS, DAAA is willing to continue providing grant funding to support the Seagoville Senior Citizens Programs; and

WHEREAS, the City Council has reviewed the attached Exhibit A.

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

SECTION 1. The City Council hereby authorizes the Mayor to sign a contract, attached hereto as Exhibit A and made a part hereof for all purposes, with Dallas Area Agency on Aging (DAAA) for the reimbursement of congregate meals for the SSCAT program and for grant funds that support the Senior Citizens programs.

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

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

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 17th day of December, 2018.

APPROVED:

DENNIS CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS ALLEN, CITY ATTORNEY

DALLAS AREA AGENCY ON AGING
CONTRACT FOR
OLDER AMERICANS ACT PROGRAM

STATE OF TEXAS

COUNTY OF DALLAS

I. AUTHORITY TO CONTRACT

The authority on which this contract is based derives from the Older Americans Act (OAA), as amended, and its regulations; Health and Human Services regulations on administration of grants; Title 2 Code of Federal Regulations (CFR) Part 200; 45 CFR 132F; 45 CFR 91, and 1321, et seq.; the Uniform Grant Management Standards (UGMS), Governor's Office of Budget and Planning, January 2001; and all applicable Texas Department of Aging and Disability Services (DADS) and Area Agencies on Aging (AAA) and Long-Term Care Ombudsman Program rules as published in Title 40 Texas Administrative Code (TAC) Chapters 81, 83, and 85; and, all state and local laws as pertains to this contract and its attachments.

II. CONTRACTING PARTIES

This contract is between the **Dallas Area Agency on Aging**, a program of **Community Council of Greater Dallas**, hereinafter referred to as DAAA, and the **City of Seagoville**, hereinafter referred to as SUBRECIPIENT. Whereas the State of Texas, acting through Texas Health and Human Services (HHS), has designated the Community Council of Greater Dallas to act as grantee for the Area Agency on Aging (AAA), to be known as the Dallas Area Agency on Aging; and whereas the AAA is the designated authority under the OAA to administer OAA funds, DAAA and SUBRECIPIENT hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations set forth herein and to performance and accomplishment of the tasks hereinafter described.

III. CONTRACT PERIOD

This agreement will become binding on the date of the signature by both parties. Notwithstanding this date, the term of the contract will begin on October 1, 2018, and end on September 30, 2019.

IV. CONTRACT EXTENSIONS

The parties to this contract may, by mutual agreement, extend this contract for a specified period. Any extension shall be in writing, with specific reference to this contract, and shall be subject to all of the terms and conditions of this contract and made a part thereof for all purposes.

V. AMENDMENTS TO THE CONTRACT

This agreement may be amended in writing upon mutual agreement by both parties or when dictated by implementation of laws and rules becoming effective within the contract period as pertains to the scope of this contract and its attachments. Amendment to this contract is also made upon submission to and approval by DAAA of an amended budget.

VI. SCOPE AND PROVISION OF SERVICES

SUBRECIPIENT agrees to provide the services and activities necessary to comply with their approved FY2019 Proposal for Services. SUBRECIPIENT'S approved FY2019 Proposal for Services is incorporated by reference into this Agreement as if set forth fully herein. The last approved budget, whether original or amended, shall be deemed applicable to this contract from the date of approval.

SUBRECIPIENT assures compliance with the following provisions relating to the services covered by this contract.

- a. Eligibility – The services covered by this contract serve only those individuals and groups eligible under the provisions of the Older Americans Act, as amended.
- b. Residency – No requirements as to duration of residence or citizenship as a condition of participation in the provision of services will be imposed on persons requesting services.
- c. Prohibition of Means Test for Services – SUBRECIPIENT shall provide all services funded by the Older Americans Act, as amended, without the use of any means test to determine eligibility for services.
- d. Services to Private Membership Prohibited – SUBRECIPIENT shall ensure that participation in nutrition site, senior center, adult day care or other support services under the Older Americans Act is not limited to membership in a specific private organization, group, association, or fraternal organization, nor show discriminating preference for such membership. Membership is never a prerequisite to receive an Older Americans Act funded service.

VII. TARGETING, OUTREACH AND COORDINATION

SUBRECIPIENT shall, in accordance with 42 U.S. Code (U.S.C.) Section 3026, and as addressed in the approved FY2019 Proposal for Services, assure it will use outreach efforts to identify individuals eligible for assistance under this contract, with special emphasis on: (1) older individuals with greatest economic need (with particular attention to low-income minority individuals); (2) older individuals who have greatest social need (with particular attention to low-income minority individuals); (3) older individuals with severe disabilities; (4) older individuals with limited English proficiency; (5) older individuals with Alzheimer's Disease and related disorders with neurological and organic brain dysfunction and the caretakers of such individuals; and (6) older individuals at risk for institutional placement.

SUBRECIPIENT shall establish procedures and mechanisms necessary to assure effective outreach and coordination within the local aging network to assure that various activities and programs operate pursuant to the Older Americans Act and 42 U.S.C. 3001 et seq. Outreach activities must be documented and must include, at a minimum, the type of outreach activities conducted and the number of contacts made.

SUBRECIPIENT shall be actively involved in the local aging network through coordination with other Title III contractors and social service agencies to plan, identify and assess the need for services. Where appropriate and feasible, SUBRECIPIENT will work cooperatively with other entities to develop collaborative programs. The DAAA is responsible for identifying focal points

within the region and these facilities are established to encourage the maximum collocation and coordination of services for older individuals. A list of the DAAA focal points is attached.

VIII. PERFORMANCE MEASURES

SUBRECIPIENT shall provide **Congregate Meals** to eligible participants. A unit of service for Congregate Meals is defined as **one meal**. The number of units of service under this project for the contract period shall be approximately **11,050 meals**. The number of unduplicated persons receiving services shall be approximately **250** eligible participants.

SUBRECIPIENT shall also provide Senior Center Operations services to eligible participants. The number of unduplicated persons receiving services shall be approximately **250** eligible participants.

SUBRECIPIENT shall notify and request approval from DAAA for service delivery to vary from the number of contracted units of service or the number of unduplicated persons receiving the service by five percent or more (+/-5%)

IX. FUNDING OBLIGATIONS

SUBRECIPIENT acknowledges DAAA obligation hereunder for payment, in consideration of full and satisfactory performance of activities described in this contract, is limited to monies received from the Administration for Community Living (ACL), the State of Texas, and any other originating funding source.

SUBRECIPIENT understands that Texas Health and Human Services (HHS) operates on a reimbursement basis. Therefore, SUBRECIPIENT must have sufficient financial solvency to sustain said contract performance until adequate funds are received by DAAA to compensate said SUBRECIPIENT.

DAAA shall not be liable to SUBRECIPIENT for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this contract, including but not limited to, terms governing SUBRECIPIENT'S promised performance and unit rates and/or reimbursement capitations specified.

DAAA shall not be liable to SUBRECIPIENT for any expenditures which are not allowable costs under 2 CFR Part 200, as amended, or for which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by HHS.

DAAA shall not be liable to SUBRECIPIENT for expenditures made in violation of regulations promulgated under the OAA, as amended, or in violation of HHS rules, UGMS, or this contract.

De-obligation of funds shall occur based on year-to-date expenses. SUBRECIPIENT shall incur 50% of the projected expenses identified in the project budget by March 31, 2019, and at the monthly incremental equivalent percentages thereafter, through 100% by September 30, 2019. Otherwise, the DAAA may de-obligate those funds, making them no longer available for use by SUBRECIPIENT. If necessary, a notification shall be issued by the DAAA reducing the allocation by the amount in question and requiring submission of a budget amendment.

X. COMPENSATION AND ACKNOWLEDGEMENT

DAAA agrees to make payment to SUBRECIPIENT in the amounts and upon the terms and provisions as set forth in SUBRECIPIENT'S budget, and all attachments to this contract, and SUBRECIPIENT agrees to accept such payments as full compensation for services performed hereunder. All payments shall be based on the performance information reported in the approved budget, reimbursement requests, and programmatic reports.

DAAA will pay the SUBRECIPIENT on a **unit rate** basis for services rendered at a unit rate of **\$6.07** for Title III units. Title III compensation for the provision of services shall not exceed **\$60,700**. The SUBRECIPIENT will provide a match of at least **\$6,000**. The unit rate for meals purchased with match funds shall be **\$6.67**.

DAAA will pay SUBRECIPIENT on a **cost reimbursement** basis for Senior Center Operations. Title III compensation for the provision of these services shall not exceed **\$36,100**. SUBRECIPIENT will provide a match of **\$58,150**.

The SUBRECIPIENT agrees to provide services under an "at risk" unit rate or cost reimbursement methodology in accordance with the rules and program instructions of HHS and DAAA.

SUBRECIPIENT shall acknowledge funding and support by DAAA and HHS in all publicity and promotions relating to this project. The credit line should read:

"This (project, program, service) is supported, in part, by the Community Council of Greater Dallas/Dallas Area Agency on Aging and Texas Health and Human Services."

XI. PAYMENT METHODOLOGY

DAAA has no obligation to remit funds under the terms of this contract for services provided on a reimbursement basis, as defined above in Section X. COMPENSATION and ACKNOWLEDGEMENT, until SUBRECIPIENT has provided the service and reported such provision in a request for reimbursement. DAAA will remit funds to SUBRECIPIENT contingent upon receipt of funds from HHS and/or other funding sources.

SUBRECIPIENT shall report eligible units of service and actual allowable expenses to DAAA in the frequency and in such manner, using any and all prescribed forms, as may be prescribed by DAAA.

Final payment shall be based on the information contained in the reimbursement system 45 days following termination of this contract. This payment provision shall apply to final payment whether at completion of the contract period or in the event of early contract termination.

XII. REPORTING REQUIREMENTS

SUBRECIPIENT agrees to compile and submit all required fiscal and programmatic reports utilizing information management software provided by DAAA by the 6th day of the month following the month in which services were provided. SUBRECIPIENT agrees to maintain fiscal records to support reimbursement in conformity with the procedures established by HHS and DAAA. All fiscal and programmatic reports shall continue to be due throughout the entire contract period even though no additional services may be reimbursable under this contract.

SUBRECIPIENT shall complete and submit to DAAA, all requests for funds on a DAAA-prescribed form in accordance with the rules and policies of DAAA. A final program report shall be submitted to DAAA on or before the date established by DAAA, with not less than 45 days advance notice to SUBRECIPIENT. The total of all program reports including the final program report shall support and be reconciled to all funds received during the contract period. Under no circumstances shall requests for funds be submitted later than October 31, for the previous fiscal year, or after the final program report is submitted unless indicated otherwise by a funding source.

XIII. MATCH REQUIREMENTS

SUBRECIPIENT shall provide a minimum match of ten percent (10%) of the total project costs, as required by the OAA, as amended, and HHS rules.

Match shall be in accordance with 40 TAC §85.202. All match contributions shall be expended for goods and services necessary for and specifically identifiable in the approved FY 2019 Proposal for Services.

Match shall conform to the OAA regulations, 2 CFR Part 200, and HHS rules regarding match requirements or as required in requests for proposals issued by DAAA.

XIV. PROGRAM INCOME

Program income shall be administered in accordance with 40 TAC §85.202, UGMS Subpart C ___. 25 and all applicable HHS rules. SUBRECIPIENT shall use all program income and participant contributions collected under the approved FY 2019 Proposal for Services to further eligible program outcomes. All program income and participant contributions collected and expended shall be documented and managed according to HHS Rules and Regulations.

Program income received as contributions will be accounted for and deposited in accordance with the written policies and procedures established by SUBRECIPIENT in accordance with HHS rules and regulations. Units of service will be purchased with program income at a unit rate of **\$6.67** per unit. The goal for program income shall be **\$5,002.50**.

XV. CONTRIBUTION POLICY

SUBRECIPIENT shall provide a voluntary opportunity for each eligible participant to contribute to the cost of services while protecting the individual's privacy. SUBRECIPIENT shall safeguard and account for such contributions and use such contributions to expand and/or enhance program outcomes.

XVI. MAINTENANCE OF RECORDS

SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records relating to its performance of this contract. SUBRECIPIENT shall use any and all standard forms promulgated by DAAA, as applicable. The DAAA shall require the use of all such forms for all subrecipients and/or service contractors, as applicable.

All of the aforesaid records shall be made available, with reasonable notice, at SUBRECIPIENT'S office, and shall be maintained for at least five (5) years after the termination of this agreement, or five years after any audit findings and other disputes or litigation relating to this agreement, if any, have been resolved. Multi-site SUBRECIPIENT may maintain all records at a designated

central location (i.e., administrative headquarters) for purposes of this section.

XVII. ACCESSIBILITY OF RECORDS

SUBRECIPIENT shall give DAAA, ACL, the Comptroller General of the United States, and the State of Texas, through any authorized representatives, the access to and right to examine all records, books, papers, contracts, or other documents related to this contract. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this contract term or the resolution of any disputes relating to this contract, whichever is later. SUBRECIPIENT shall include the substance of this provision in all subcontracts.

SUBRECIPIENT agrees the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. SUBRECIPIENT understands acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. SUBRECIPIENT understands under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to: (1) evaluating the entity's performance under the contract or subcontract; (2) determining the state's rights or remedies under the contract; or (3) evaluating whether the entity has acted in the best interest of the state.

XVIII. SERVICE SUBRECIPIENT REVIEW

In accordance with HHS rules, DAAA shall conduct reviews of SUBRECIPIENT programmatic and fiscal activities on a regular and systematic basis to ensure compliance with established policies and regulations.

XIX. AUDIT REQUIREMENTS

SUBRECIPIENT shall have an independent audit for any fiscal year in which it receives \$750,000 or more in Federal funds combined. SUBRECIPIENT shall submit a copy of an annual audit of SUBRECIPIENT, performed by an independent certified public accounting firm within nine months after the end of SUBRECIPIENT'S fiscal year, to DAAA. The audit shall cover SUBRECIPIENT'S entire organization and be conducted in accordance with generally accepted auditing standards. Audits performed under this Section are subject to review and resolution by DAAA or its authorized representative.

The audit shall be conducted and submitted in accordance with the standards for financial and compliance audits contained in the Standards for Audits of Governmental Organizations, Programs, Activities and Functions, issued by the U.S. General Accounting Office; the Single Audit Act of 1984; Title 2 CFR, Part 200 and Nonprofit Organizations; and UGMS.

SUBRECIPIENT understands and agrees SUBRECIPIENT shall be liable to DAAA for any costs disallowed as a result of unresolved questioned costs revealed during the audit. All questioned costs relating to a DAAA program shall be resolved within one hundred eighty (180) calendar days following receipt of SUBRECIPIENT'S audit by DAAA, otherwise disallowance of questioned costs shall be implemented, and SUBRECIPIENT shall be liable to DAAA for such disallowed costs.

SUBRECIPIENT shall have the right to appeal any such disallowance of costs in accordance with 40 TAC §81.15, Appeal Procedures for Area Agency on Aging Contractors.

SUBRECIPIENT shall procure audit services no less frequently than every five years. In the event the same audit firm is utilized for more than five consecutive years, SUBRECIPIENT shall request the audit firm assign a different audit manager to the project. The ability to assign a different audit manager shall be a consideration in the procurement for audit services.

SUBRECIPIENTS receiving funding under the \$750,000 threshold are required to have an accounting of the previous year's operations on file during the annual review process.

XX. IDENTIFICATION OF HIGH RISK

DAAA may identify a contractor as high risk in accordance with the UGMS, Grant Administration, Section III, Subpart B, paragraph .12, 2 CFR Part 200, and HHS policies. DAAA shall inform SUBRECIPIENT of the identification as high risk in writing. DAAA shall state the effective date of the identification as high risk, the nature of the issues that led to the identification as high risk, and any special conditions or restrictions. The identification as high risk may remain in effect until DAAA determines SUBRECIPIENT has taken corrective action sufficient to resolve the issues that led to the identification as high risk.

XXI. PAYMENT SUSPENSION, PENALTIES AND CONTRACT TERMINATION

In the event monitoring/evaluation activities by HHS, DAAA or its agents disclose deficiencies in SUBRECIPIENT'S performance or its service SUBRECIPIENT supported under provisions of this contract, DAAA shall take appropriate remedial steps to resolve such non-compliance. Remedies such as a corrective action plan, training or other actions based on the identified risk may be required of SUBRECIPIENT by DAAA. Continued non-compliance or identification of unallowable or disallowable activities/actions/processes will result in sanctions or penalties or both in accordance with 40 TAC §81.13.

DAAA or SUBRECIPIENT may elect to terminate this contract upon ten (10) calendar days' written notice from the terminating party to the other party. SUBRECIPIENT, upon notification of termination, shall have the right to appeal such termination following procedures outlined by DAAA.

This contract also may be terminated upon the occurrence of any of the following events:

- a. Discontinuance of funding to DAAA from HHS;
- b. Failure of SUBRECIPIENT to comply with any or all of the terms and conditions of this contract and any attachments thereto; or
- c. Mutual agreement between DAAA and SUBRECIPIENT.

In the event of termination, SUBRECIPIENT shall submit final billings for units of service delivered up to the date of termination pursuant to the contract. Final billings will be submitted to DAAA within fifteen (15) calendar days after date of termination. DAAA shall reimburse those units of service, delivered prior to termination, in accordance with the contract and any and all statutory and legal requirements.

At the date of termination, DAAA may require SUBRECIPIENT to transfer title and deliver to DAAA or to another authorized contractor any property acquired by Federal or State funds or assigned to SUBRECIPIENT by DAAA for the purposes of this contract.

SUBRECIPIENT may dispose of property having a current value, at the time of termination, of less than \$5000, in any manner, and DAAA shall make no recovery. DAAA shall provide instructions to SUBRECIPIENT regarding disposition of all property having a current value, at the time of termination, of \$5000 or more, within fifteen (15) days following notice of termination.

XXII. RECAPTURE OF PAYMENTS

If SUBRECIPIENT has failed to comply with the terms of this contract that govern the use of monies pursuant to this contract, or if SUBRECIPIENT has received funds in excess of those actually earned, DAAA may take appropriate action including the recapture of payment and/or withholding of funds.

XXIII. DATA USE AGREEMENT (Attachment A)

SUBRECIPIENT agrees to abide by the terms and conditions as agreed and signed in the Data Use Agreement (DUA) Attachment 1 attached. SUBRECIPIENT understands and agrees that the failure to comply with the terms of the Data Use Agreement shall constitute a material breach of this contract and be grounds for immediate termination and shall further subject SUBRECIPIENT to all sanctions and remedies allowed under the law and this contract.

XXIV. ASSURANCES & CERTIFICATIONS (Attachment B)

SUBRECIPIENT hereby provides all assurances required by law as set forth in Attachment B of this contract. All assurances and certifications contained in Attachment B are hereby incorporated by reference into this contract for all purposes as if set forth fully herein. SUBRECIPIENT must certify compliance with assurances and certifications will be accomplished.

SUBRECIPIENT shall use due diligence to ensure reasonable steps have been taken to meet the criteria or standards stated within each assurance. Failure to comply with an assurance shall subject SUBRECIPIENT to penalties, disallowance of funds, and other action, up to and including termination.

XXV. DEBARMENT & SUSPENSION (Attachment C)

As required by Federal Executive Order 12549, Debarment and Suspension and implemented at 2 CFR Part 200, for prospective participants in Federal assistance programs:

SUBRECIPIENT certifies Attachment C to the best of his or her knowledge and belief, on behalf of the organization, defined as the primary participant in accordance with 45 CFR Part 76, and its principals.

SUBRECIPIENT also agrees by signing and submitting Attachment C, that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

XXVI. LIABILITY TO THIRD PARTIES

DAAA does not assume any liability to third persons, nor will DAAA reimburse SUBRECIPIENT for its liability to third persons, for any and all claims whatsoever, including, but in no way limited to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder.

SUBRECIPIENT agrees to indemnify DAAA, its officers, agents, employees and directors its subsidiaries, affiliates and related companies, and their respective officers, directors, employees and agents from and against all claims, suits, actions, damages, losses, and expenses (including, without limitation, reasonable attorney's fees and costs of litigation) in any manner resulting from or arising directly or indirectly in connection with SUBRECIPIENT's performance of its services and obligations under this Contract, including, without limitation, any and all claims, suits, actions (whether such claims, suits or actions are deemed to be with or without merit), liabilities or damages of any nature whatsoever, arising directly or indirectly from or in connection with:

- i. SUBRECIPIENT's violation of or failure to comply with any and all applicable Federal, State and local laws, statutes, executive orders, rules, regulations and ordinances (including, without limitation all employment laws) in conjunction with the services provided and/or the work performed by SUBRECIPIENT under this Contract;
- ii. SUBRECIPIENT's negligence, gross negligence or willful misconduct in connection with the services provided or work performed under this Contract.

SUBRECIPIENT's Contract to protect, indemnify, hold harmless and defend as set forth in this Section shall not be negated nor reduced by virtue of SUBRECIPIENT's insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim and/or refusal to defend SUBRECIPIENT or DAAA.

SUBRECIPIENT shall give DAAA or its representative immediate notice of any suit or action filed, or prompt notice of any claim made against SUBRECIPIENT arising out of the performance of this contract. SUBRECIPIENT shall furnish immediately to DAAA copies of all pertinent papers received by SUBRECIPIENT in connection with any such suit, action or claim. DAAA or HHS shall have the option to intervene in such actions to represent their interests.

XXVII. CODE OF CONDUCT

SUBRECIPIENT shall maintain a written code or standards of conduct, including a conflict of interest policy that includes procedures which shall govern the performance of its officers, employees or agents engaged in the award and administration of this contract supported by Federal funds if a conflict of interest, real or apparent, arises. Such a conflict would arise when: the employee, officer or agent; any member of his immediate family; his/her partner; or an organization which employs, or is about to employ any of the above, has a financial or other interest in the entity selected for award.

SUBRECIPIENT'S officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value for any purpose that is or gives appearance of being motivated by a desire for private gain or favorable treatment for themselves or others, particularly those with whom they have family, business, or other personal ties.

No officer or member of SUBRECIPIENT and no other public official or officer or member of the Board of SUBRECIPIENT who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

XXVIII. INSURANCE AND LICENSING

SUBRECIPIENT shall secure licensing when appropriate and shall maintain adequate liability insurance to protect health and safety of clients and employees that comply with all applicable state and federal statutes. Proof of licensing and insurance shall be made available to monitoring agents upon request.

XXIX. FORCE MAJEURE

To the extent that either party to this contract shall be wholly or partially prevented from the performance within the terms of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge, or civil authority, an act of God, or any cause reasonably beyond the party's control and not attributable to its neglect, that in such event the service delivery shall be provided according to emergency management plans.

XXX. CONTRACT NOTICES

Any notice required to be given pursuant to the provisions of this contract shall be in writing and shall be deemed given upon actual receipt or upon deposit in the United States Postal Service Post Office with the proper postage affixed and addressed to the parties indicated on Page 1 of the opening statement of this contract until due notice has been given of a change of address.

For DAAA:

Ken Goodgames
Chief Executive Officer
Community Council of Greater Dallas/
Dallas Area Agency on Aging
1341 W. Mockingbird Lane, Suite 1000W
Dallas, TX 75247

For SUBRECIPIENT:

Patrick Stallings
Name & Title
702 N. Hwy. 175
Address
Seagoville, Tx 75159
City, State, Zip

XXXI. POLITICAL ACTIVITY

No funds under this contract may be used in any way to attempt to pay any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of a federal loan the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. SUBRECIPIENT, if a recipient of Federal assistance exceeding \$100,000 through HHS, will comply with 31 U.S.C. Section 1352.

XXXII. SECTARIAN INVOLVEMENT

SUBRECIPIENT shall ensure that no funds under this contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction. This clause shall be interpreted in light of HHS rule 40 TAC §69.16 and 2 CFR Part 200.

XXXIII. RIGHT TO APPEAL

Any applicant to provide services whose application or Proposal for Services is denied or whose contract is terminated or not renewed (except as provided in 2 CFR Part 200) has a right to appeal such action. The applicant shall give notice of appeal to DAAA within 10 days after it receives DAAA's action letter. Appeals Procedures adopted by HHS and codified at 40 TAC §81.15 will be used as the appeals process.

XXXIV. INDEPENDENT CONTRACTOR

While in the performance of services or carrying out obligations herein, the SUBRECIPIENT shall be acting in the capacity of an independent contractor and not as an employee of DAAA. No employee, agent, or representative of SUBRECIPIENT shall be considered an employee of DAAA nor be eligible for any benefits, rights or privileges afforded to DAAA employees.

Nothing herein shall create a partnership between the SUBRECIPIENT and DAAA. DAAA shall not be obliged to any person, firm or corporation for any obligations of the SUBRECIPIENT arising from the performance of its services under this agreement. The SUBRECIPIENT shall not be authorized to represent DAAA with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless authorized in writing by DAAA.

SUBRECIPIENT hereby agrees to be responsible for payment of taxes from the funds received under this Contract. SUBRECIPIENT agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes. SUBRECIPIENT agrees to indemnify and hold DAAA harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from DAAA's treatment of SUBRECIPIENT as independent contractor. SUBRECIPIENT further agrees to reimburse DAAA for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

SUBRECIPIENT shall not subcontract or assign work to be performed under the terms of this contract to a third party without prior written notification to DAAA and prior written consent from the DAAA Director. SUBRECIPIENT, in subcontracting any of the performance herein,

understands and assures that its subcontractor shall comply with the terms and conditions of the contract.

XXXV. ORAL AND WRITTEN AGREEMENT

All oral or written agreements made prior to this contract have been reduced to writing and are contained herein by the execution of this contract including any proposals submitted by SUBRECIPIENT. SUBRECIPIENT evidences its understanding and agrees that any prior agreement is terminated as of the effective date of this contract. Both parties agree that DAAA shall not be liable for any costs incurred by SUBRECIPIENT except to the extent provided in this contract. When 45 CFR, or its appendices, provide that a cost is allowable only when authorized in writing, the cost will not be allowable unless written approval from DAAA is obtained prior to the expenditure.

XXXVI. EMERGENCY MANAGEMENT

SUBRECIPIENT shall coordinate with the DAAA, the Texas Department of Public Safety, the Federal Emergency Management Agency (FEMA), county and local government entities and engage in those activities that meet the needs of the elderly during and after natural, civil defense, and/or man-made disasters.

In the event of a disaster, whether man-made, natural or of a civil defense nature, SUBRECIPIENT will provide and coordinate appropriate resources to federal disaster relief agencies and may provide equipment and resources for the following activities: temporary shelter; nutrition services; food preparation; transportation and volunteers.

XXXVII. SEVERABILITY

The invalidity or unenforceability of any provision of this contract will not affect the validity or enforceability of any other provision of this contract.

XXXVIII. APPLICATION OF LAW & VENUE

All claims against DAAA by SUBRECIPIENT seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to the contract shall be filed in Dallas County. This contract shall be interpreted under the laws of the State of Texas, without giving effect to conflicts of interest laws.

In the case of claims requiring federal jurisdiction, filing shall be within the Federal court district in which alleged events occur or in which the DAAA administrative office resides.

XXXIX. SURVIVAL OF TERMS

The following portions of this Agreement shall survive termination: VI, XI, XII, XVII, XIX, XXI, XXII, XXV, XXIX, XXXIV, XXXV, XXXVII, and XXXVIII.

XXXX. ACCEPTANCE OF CONTRACT

I, the undersigned, certify that I have read and understand the terms of this contract and that this agency will abide by them. I further certify that I am authorized to sign for SUBRECIPIENT agency.

FOR SUBRECIPIENT:

Dennis K. Childress
Typed Name of Authorized Official

Mayor
Title of Authorized Official

Signature of Official

Date

**FOR THE COMMUNITY COUNCIL OF
GREATER DALLAS/DALLAS AREA AGENCY
ON AGING:**

Ken Goodgames
Chief Executive Officer

Ken Goodgames
Signature

12/04/2018
Date

10/2/18 9:09 AM

Provider Name: City of Seagoville

AAA Name: Area Agency on Aging of Dallas County

Congregate Meals

BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year 1. \$ 73,877.02
2. Total Number of Anticipated Meals to be Provided by Funding Source
- | | | | |
|---------------------------|---|--------------------------|------------------|
| HHS OAAA <u>10,000</u> | Other Funds Eligible Meals <u>300</u> | Other Sources 5 <u>0</u> | |
| Program Income <u>750</u> | Other Funds - Non-Eligible Meals <u>0</u> | Other Sources 6 <u>0</u> | 2. <u>11,050</u> |
3. Whole Unit Rate (Line 1 divided by Line 2) 3. \$ 6.67

Reimbursement Calculation

- | | |
|---|-----------------|
| | HHS OAAA |
| 4. Projected NSIP per Meal Value | <u>0.69</u> |
| 5. Rate Less NSIP per Meal Value | <u>\$ 5.98</u> |
| 6. Mandatory Local Match of 10% | <u>\$ 0.60</u> |
| ** If Applicable, Match Reduction From the In-kind Match Certification form | <u>\$ -</u> |
| Required Cash Match | <u>\$ 0.60</u> |
| 7. Proposed Meal Rate (Line 3 minus Line 6) | <u>\$ 6.07</u> |

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

City of Seagoville
Legal Name of Contracted Provider

Pat Stallings
Printed/Typed Name of Signer

Signature

Date

Area Agency on Aging of Dallas County
Name of Area Agency on Aging

Ken Goodenowes
Printed/Typed Name of Signer


Signature

12/04/2018
Date

10/2/18 9:09 AM

Provider Name: City of Seagoville

AAA Name: Area Agency on Aging of Dallas County

Congregate Meals

BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
- **I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.**

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

City of Seagoville

Name of Contracted Provider

Pat Stallings

Printed/Typed Name of Signer

Date

Signature

Signer Authority:

(check one)

Sole Proprietor

Partner

Corporate Officer

Association Officer

Board Member

Governmental Official

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR**

This Data Use Agreement (“DUA”) is effective as of the date of the Base Contract into which it is incorporated (“Effective Date”), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services (“HHS”) and Contractor (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor’s rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS’s remedies in the event of Contractor’s noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as “business associate” is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

“**Authorized Purpose**” means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“**Breach**” means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this DUA shall be presumed to be a Breach

unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99
- (2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;
- (3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;
- (4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;
- (5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;
- (6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Destroy”, “Destruction”, for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

“Discover, Discovery” means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

“Legally Authorized Representative” of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

“Required by Law” means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

“Subcontractor” means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

“Workforce” means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor Contractor

agrees that:

(A) With respect to PHI, Contractor shall:

- (1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.
- (2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.
- (3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.
- (4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.
- (5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.
- (6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

- (1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.
- (2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.
- (3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and

breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at <https://hhs.texas.gov/lawsregulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi>. The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's security controls shall be based on the National Institute of Standards

and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information at rest requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code; • The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;

- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

- (a) Disclosure is Required by Law;
- (b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:
 1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;
 2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and
 3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

(C) With respect to ALL Confidential Information, Contractor shall NOT:

- (1) Attempt to re-identify or further identify Confidential Information that has been deidentified, or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.
- (2) Engage in prohibited marketing or sale of Confidential Information.
- (3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information *obtained from a federal system of records*, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, *or in a timeframe otherwise approved by HHS in writing*. Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor:

- a. The date the Breach occurred;
- b. The date of Contractor's and, if applicable, Subcontractor's Discovery;
- c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);
- d. A brief description of Contractor's investigation and the status of the investigation;
- e. A description of the types and amount of Confidential Information involved;
- f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;
- g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;
- h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;
- i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

- j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;
- k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;
- l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and
- m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

- (A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.
- (B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.
- (C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.
- (D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

- (A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.
- (B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.
- (C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.
- (D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.
- (E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

(F)

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 5.03 HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

- (1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
- (2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or
- (3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or
- (4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

- (B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.
- (C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 Indemnification

Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require Contractor to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and noncontributory status.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS

and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

HHS Contract No.
539-11-0013-00001

HHS Data Use Agreement v. 8.4 November 12, 2017

Attachment 2-

HHS Contract No.
539-11-0013-00001

Security and Privacy Initial Inquiry
[Attach Completed SPI Here]

STANDARD ASSURANCES

The City of Seagoville submits this application as required under
(Applicant)

Title III of the Older Americans Act of 1965, as amended, and hereby agrees to administer the program in accordance with the regulation, policies and procedures prescribed by the Dallas Area Agency on Aging, the Commissioner on Aging, and Secretary of Health and Human Services.

1. The Applicant understands that the purpose of the Title III program is to foster the development of comprehensive and coordinated service system for older persons within the Planning and Service Area.

The primary objectives of this system are to secure and maintain independence and dignity in a home environment for older persons capable of self-care with appropriate supportive services; and to remove individual barriers to economic and personal independence for older persons, including the provision of opportunities for employment and volunteer activities in the communities where older persons live.

2. The Applicant further understands that in order to achieve the purpose of the Title III program, the resources made available to the Applicant by the Area Agency on Aging are designed to:
 - (a) Draw in commitments from public and private agencies which have resources that can be utilized to serve older persons, and encourage such agencies to enter into cooperative arrangements directed toward maximum utilization of existing resources on behalf of older persons;
 - (b) Make existing supportive services more accessible to older persons in need through the development and support of services which can increase the ability of older persons, including the older physically and mentally disabled, to obtain other supportive services; and
 - (c) Promote comprehensive services for the elderly through the development and support of supportive services which are needed by older persons but which are not otherwise available.

3. The Applicant understands and agrees to follow priorities set by the Area Agency on Aging for serving older persons with greatest economic or social need with priority going to the frail elderly minority.

4. The applicant must specify how he intends to satisfy the needs of low income minority individuals in the area served at least in the proportion that they represent the total population in the area served.

5. Authority and Capacity of Applicant

The Applicant assures that it has the authority to develop the application and the capacity to carry out a program pursuant to the application.

6. Standards of Personnel Administration

In cases where the Applicant is a public agency, it will establish and maintain methods of personnel administration which conform to the Standards for a Merit System of Personnel Administration, and any standards prescribed by the US Civil Service Commission pursuant to Section 208 of the Inter-governmental Personnel Act of 1970 modifying or superseding such standards. Such methods will be maintained in the files of the Applicant and will be made available to the Area/State Agency upon request.

7. Coordination with Social Security Act Programs

The Applicant will provide for maximum coordination between its programs and activities under the application and the resources available under Title VI, XIX and XX of the Social Security Act.

8. Contributions for Supportive Services and Nutrition Services

The applicant will afford participants the opportunity to contribute all or part of the costs of the services provided. Each participant will be permitted to determine for himself what he is able to contribute toward the cost of the service. No older person shall be denied a service because of his failure to contribute all or part of the cost of such service. The Applicant will provide that the methods of receiving contributions from individuals will be handled in such a manner as not to publicly differentiate among individual's contributions.

9. Prohibition of Means Test for Services

The Applicant will provide all services funded by the Older Americans Act, as amended, without the use of any means test and will establish procedures and monitor all subcontractors to ensure that a means test is not used to determine eligibility for services.

10. Licensure Requirements

The Applicant will operate fully in conformance with all applicable Federal, State and local fire, health, safety and sanitation and other standards prescribed in law or regulations. The Applicant provides that where the State or local public jurisdictions require licensure for the provision of services, the applicant providing such services shall be licensed.

11. Evaluation

The Applicant will cooperate and assist in any efforts undertaken by the Area Agency on Aging, the Texas Department on Aging or the Administration on Aging to evaluate the effectiveness, feasibility and cost of activities under the application.

12. Confidentiality

The Applicant will ensure that no information about, or obtained from, an individual in its possession will be disclosed in a form identifiable with the individual without the informed consent of such individual. Lists of older persons compiled pursuant to the provision of (insert Applicant name) April Smigielski will be used solely for the purpose of providing services, and only with the informed consent of each individual on the list.

13. Records and Reports

The Applicant will keep such records and make such reports in such form and containing such information as may be required by administrative rule or executive policy or as necessary to meet reporting requirements established by the Area Agency on Aging, State Agency, Administration on Aging, the Legislative Budget Board or any other funding authority.

The Applicant will maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of fund within the award, including the disposition of all monies received from the Area Agency on Aging, and the nature and amount of all charges claimed to be against such funds.

14. Equal Opportunity and Non-Discrimination

(a) The Applicant Agency has an equal employment opportunity policy implemented through an affirmative action plan for all aspects of personnel administration as specified by 5 CFR 900 607 (EEO regulation) and 5 CFR Part 900F (merit system regulation).

(b) All recipients of funds from the Area Agency are required to operate each program activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by handicapped persons. When structural changes are required, these changes shall be made as quickly as possible, in keeping with 45 CFR 84.11 et.seq.

(c) The Applicant will comply with Title VI of the Civil Rights Act of 1964 (P.L.88-352), and the regulations issued pursuant thereto. An Assurance of Compliance with such regulations is attached. Also, the Applicant further certifies that it has no commitments or obligations which are inconsistent with compliance with these or any other pertinent Federal Regulations and policies and that any other agency, organization, or party which participates in the implementation of the application will have no such commitments or obligations.

(d) In compliance with requirements of 45 CFR 80 and 45 CFR 84, all recipients of federal funds shall maintain a procedure to receive and resolve discrimination complaints. Notice of procedure will be made on a continuing basis.

All complaints will be informed in writing that subcontractor decisions may be appealed to the Area Agency on Aging.

(e) The Applicant will comply with the Age Discrimination in Employment Act of 1967. (29 USC 621 et.seq.)

15. Political Activities

The Applicant assures that it will comply with the provisions regarding political aid and legislative influence as cited in applicable sections of the State Appropriations Act, Section 5, Article 5 (SB 179; 68th Legislature).

16. Code of Conduct

Applicants shall maintain a written code or standard of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Federal Funds. No employee, officer or agent of the grantee shall participate in selection, or in the award of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

The employee, officer or agent; any member of his/her immediate family, his or her partner; or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

The grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

Grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

To the extent permitted by State or local law or regulations, such standards of conduct shall provide for penalties sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

17. Amendments to the Application

The Applicant assures that it will submit to the Area Agency on Aging for prior approval documentation of the necessity for any substantial changes, additions or deletions to the Grant Application.

18. The Applicant assures that it will comply with all Federal and State regulations and guidelines required by the Texas Department of Aging and Disability Services and the Area Agency on Aging.

19. Assistance for Elderly Disaster Victims

Upon declaration of a major disaster by the President, the Applicant will cooperate with the Area and State Agency to assess the extent of the disaster impact upon persons aged 60 years and over and to coordinate the public and private resources in the field of aging in order to assist older disaster victims.

20. The Applicant assures that they will comply with procedures the Area Agency has established for:

(a) Eligibility

The activities covered by this contract serve only those individuals and groups eligible under the provisions of the Older Americans Act, as amended.

(b) Residency

No requirements as to duration of residence or citizenship will be imposed as a condition of participation in the applicant's program for the provision of services.

(c) Coordination and Maximum Utilization of Services

The Applicant, to the maximum extent, coordinates and utilizes the services and resources of other appropriate public and private agencies and organizations.

(d) Legal Assistance Services

The Applicant assures that no provider of legal assistance under Title III of the Older Americans Act, as amended, will be required to reveal any information that is protected by the attorney-client privilege.

(e) In Home Services

The in-home services provided by the Applicant under the provisions of Section 341 or the Older Americans Act, as amended, will be coordinated with State and local agencies and private nonprofit organizations which administer and provide services relating to health, social services, rehabilitation and mental health services.

(f) Outreach

The applicant will provide outreach efforts that will identify individuals eligible for assistance under the Older Americans Act and inform these individuals of the availability of such assistance. The outreach efforts will target older individuals with greatest economic or social need with particular attention to the low-income minority individuals, rural elderly and other individuals with severe disabilities.

21. The applicant will have procedures for obtaining the view of participants about the services they receive.

By  CITY MANAGER
(President, Chairman of the Board, or comparable authorized official)

Patrick Stallings
(Typed Name)

08-23-2018
Date

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE
REHABILITATION ACT OF 1973, AS AMENDED**

The undersigned (hereinafter called the "recipient") HEREBY AGREES THAT it will comply with section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), all requirements imposed by the applicable HHS regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

Pursuant to 84.5(a) of the regulation [45 C.F.R. 84.59a)], the recipient gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by the Department of Health and Human Services after the date of this Assurance, including payments of other assistance made after such date on applications for federal financial assistance that were approved before such date. The recipient recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

This Assurance obligates the recipient for the period during which federal financial assistance is extended to it by the Department of Health and Human Services or, where the assistance is in the form of real or personal property, for the period provided for in 84.5(b) of the regulation [45 C.F.R. 84.5(b)].

The recipient:- [Check (a) or (b)]
 a. () employs fewer than fifteen persons;
 A73
 b. (X) employs fifteen or more persons and, pursuant to 84.7(a) of the regulation [45 C.F.R. 84.7(a)], A74 has designated the following person(s) to coordinate its efforts to comply with the HHS regulation:

Patrick Stallings
 Name of Designee(s) - Type or Print C12 C42

City of Seagoville 702 N. Highway 175,
 Name of Recipient - Type or Print Street Address or PO Box

75-6000663 Seagoville
 (IRS) Employer Identification Number City

TX 75159
 State Zip

I certify that the above information is complete and correct to the best of my knowledge.

08-23-2018

Patrick Stallings City Manager

Date 08/23/18

Signature and Title of Authorized Official

If there has been a change in name or ownership within the last year, please PRINT the former name below:

✓

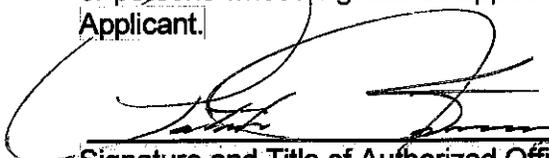
**ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH AND HUMAN SERVICES REGULATION UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

City of Seagoville (hereinafter called the "Applicant")
Name of Applicant (type or print)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80) issues pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal Financial Assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this Assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.


Signature and Title of Authorized Official City Manager Patrick Stallings
Applicant (type or print)

702 N. Hwy. 175, Seagoville, Tx 75159
Applicant's mailing address

08-23-2018
Date

✓

AFFIRMATIVE ACTION PLAN

Cindy D. Brown HEREBY AGREES THAT IT WILL ENACT
(Authorized official for the applicant agency)

THIS AFFIRMATIVE ACTION PLAN. Affirmative action is a management responsibility to take the necessary steps to eliminate the effects of past and present job discrimination, intended or unintended, which is evident from an analysis of employment practices and policies. It is the policy of the agency that equal employment opportunity is afforded to all persons regardless of race, color, ethnic origin, religion, sex or age.

This applicant is committed to uphold all laws related to Equal Employment Opportunity including, but not limited to, the following:

Title VI of the Civil Rights Act of 1964 which prohibits discrimination because of race, color, religion, sex or national origin in all employment practices including hiring, firing, promotions, compensation, and other terms, privileges, and conditions of employment.

The Equal Pay Act of 1963 which covers all employees who are covered by the Fair Labor Standards Act. The act forbids pay differentials on the basis of sex.

The Age Discrimination Act which prohibits discrimination because of age against anyone between the ages of 40 and 70.

Federal Executive Order 11246 which requires every contract with Federal financial assistance to contain a clause against discrimination because of race, color, religion, sex or national origin.

Administration on Aging Program Instruction AoA-PI-75-11 which requires all grantees to develop affirmative action plans. Agencies, which are part of an "umbrella agency", shall develop and implement an affirmative action plan for a single organizational unit on aging. Preference for hiring shall be given to qualified older persons (subject to requirements of merit employment systems).

Section 504 of the Rehabilitation Act of 1973 which states that employers may not refuse to hire or promote handicapped persons solely because of their disability.

The Americans with Disability Act which guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

The Drug-Free Workplace Act of 1988 which directs the creation and maintenance of a workforce environment that is free of alcohol and drugs.

Cindy D. Brown is the designated person with executive authority responsible for the implementation of this affirmative action plan. Policy information on affirmative action and equal employment opportunity shall be disseminated through employee meetings, bulletin boards, and any newsletters prepared by this agency.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/subgrantee; "contract/grant" refers to both contract/grant and subcontract/subgrant.

By signing and submitting this certification the potential contractor/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, may pursue available remedies, including suspension and/or debarment.
2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is defined in the attachment.
4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United State Department of Agriculture or other federal department or agency, as applicable.

Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract? _____ YES NO

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification in all covered subcontracts and in solicitations for covered subcontracts.
6. A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily

excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.

7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these items, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of agriculture, or other federal department or agency, as applicable, may pursue available remedies, including suspension and/or debarment.

Indicate which statement applies to the covered potential contractor/grantee:

The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.

The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

none
NAME OF POTENTIAL CONTRACTOR/GRANTEE:

VENDOR ID NO./FEDERAL EMPLOYER'S ID NO.

 Patrick Stallings

Signature of Authorized Representative

Printed/Typed Name of Authorized Representative

08/23/18

City Manager

Date

Title of Authorized Representative

This certification is for the contract period beginning October 1, 2018 and ending September 30, 2019.

**AREA AGENCY ON AGING
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies that, to the best of his or her knowledge or belief, that:

1. no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
2. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

City of Seagoville
Agency

08/23/18
Date

Patrick Stallings



Name of Authorized Representative

City Manager
Title of Authorized Representative

CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST

I have read the Texas Administrative Code 40 TAC, Rule § 83.1 and hereby notify the Director of the Dallas Area Agency on Aging of a conflict of interest I hold.

If there is not a conflict of interest or potential conflict of interest, please select "No" for both questions, and sign and date.

Does the Applicant have as an officer, director, employee, consultant or owner (in whole or in part) who is:

- 1. Related to (see relationship key below) a current employee of the Community Council of Greater Dallas (CCGD) or Dallas Area Agency on Aging (DAAA), member of the CCGD Board of Directors or DAAA Advisory Council?

No
 Yes (If yes, please explain) _____

- 2. A person who is currently an employee of CCGD or DAAA or a member of the CCGD Board of Directors or DAAA Advisory Council, or a volunteer working within CCGD or DAAA programs?

No
 Yes (If yes, please explain: _____)

Relationship key: Wife, Husband, Son, Daughter, Father, Mother, Brother, Sister, Stepson, Stepdaughter, Mother-in-law, Father-in-law, Spouse's sister, Spouse's brother

I certify that the information above is complete, true and correct to the best of my knowledge.

I understand that lack of full, true and complete disclosure may be grounds for withholding payment for delivery of service and may cause contract termination.

 Pat Stalling 
Signature of Authorizing Individual Printed Name and Title CITY MGR SR

8-23-18
Date

Regular Session Agenda Item: 4

Meeting Date: December 17, 2018

ITEM DESCRIPTION

Conduct a public hearing on a zoning request Z2018-24 to amend the zoning on about 0.6-acres of real property located at 113 West Farmers Road (being part of the John D. Merchant Abstract number 850 and also part of a 3-acre tract described in a deed to H.F. Weber recorded in Volume 1065 on page 434 on the Deed Records of Dallas County) from the LM, Light Manufacturing, zoning district to the R-5, Residential Single Family, zoning district.

BACKGROUND OF ISSUE:

There are there (3) parcels on the other side of Farmers Road that had their zoning changed from LM to R-5 in July 2018. Those lots are 706 North Railroad and 116 West Farmers along with the old railroad right-of-way addressed 400 Fran. It was during those rezonings in July that the applicant was made aware that her house is also currently zoned LM. She is requesting that her lot's zoning be changed to the R-5, Single Family Residential, zoning district to match those changed across the street.

The land is improved with the applicant's home (built in about 1920), a detached 2-car garage, and small outbuilding on it. The smaller outbuildings are not listed on the improvements of the property on the DCAD website, which identifies the parcel as Tract 83 of the John D. Merchant Abstract. The owner wants to be able to continue maintaining her residence and property.

The lot was changed to a Light Manufacturing zoning some time prior to 1978. Residential uses are not allowed in the current zoning district. The existing zoning, land uses, and relevant portions of the City's comprehensive plan are each referenced in the attached staff report.

FINANCIAL IMPACT:

No city funds will be used for the development of this project.

RECOMMENDATION:

Besides the parcel in question, there are eleven (11) other properties plus two (2) parcel for public streets within 200-feet of the boundary of the subject area. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Wednesday, November 7, 2018. A legal ad was also published per the Texas Local Government Code in the Thursday, November 8, 2018 edition of the Daily Commercial Record newspaper. Prior to the Planning and Zoning Commission meeting on Tuesday, November 27, 2018, two (2) property owners have responded in writing in favor of the request and none (zero) against the request. No (zero) property owners have responded verbally (by phone). One (1) letter had been returned as undeliverable by the U.S. Postal Service. No (zero) property owners at the Planning and Zoning Commission meeting. As of the date of this report, Friday, December 7, 2018, no (zero) additional property owners have responded in writing or verbally for or against the request. No (zero) additional letters have been returned as undeliverable by the U.S. Postal Service. Any responses received after the emailing of the packet to the Council will be available for review at the meeting.

The Commission voted five (5) to zero (0) in favor of recommending the approval of the request to change the current zoning on about 0.6-acres commonly known as 113 West Farmers Road (being the unplatted Tract 83 in the John D. Merchant Abstract 850) from the LM, Light Manufacturing, zoning district to the R-5, Residential Single Family, zoning district.

Staff recommends approval of this rezone per the Comprehensive Land Use Plan. The subject parcel has been used residentially for almost 100 years. There is a limited amount of manufacturing occurring in the area.

EXHIBITS:

1. Staff Report (12 pages)
2. 2017 aerial photograph from DCAD website
3. Dimensional reference map from DCAD website
4. Zoning Map (dimensional map with zoning information added)
5. Application (2 pages)
6. Public hearing notice to newspaper
7. Public hearing notice to property owners within 200 feet (2 pages)
8. List of property owners within 200 feet of subject parcel



COMMUNITY DEVELOPMENT
702 NORTH HIGHWAY 175
SEAGOVILLE, TX 75159
PHONE: (972) 287-2050

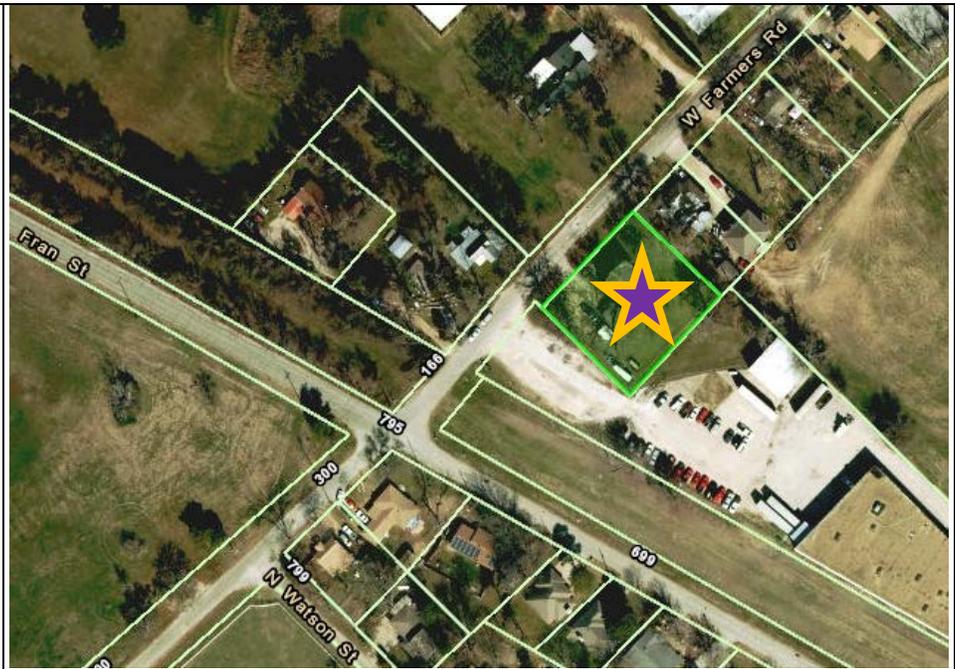
Exhibit 1
STAFF REPORT
Z2018-24

DATE: DECEMBER 17, 2018
AUTHOR: JENNIFER BONNER, JUNIOR PLANNER
APPLICANT: LOUISE MORRIS
PARCEL: 65085009510830000
LOCATION: 113 WEST FARMERS ROAD (TRACT 83 OF JOHN D. MERCHANT ABSTRACT 850 PAGE 095)

REQUEST SUMMARY:

The applicant is requesting that the subject parcel (under the purple star outlined in orange) at 113 West Farmers have its zoning changed from LM, Light Manufacturing, to the R-5, Residential Single Family, zoning district.

The owner wants to be able to continue maintaining and/or improving her home. The lot was changed to a Light Manufacturing zoning some time prior to 1978. The current zoning district does not allow residential uses.



REQUEST LOCATION: Inside City, Dallas County

SIZE OF PROJECT	EXISTING ZONING	SURROUNDING ZONING	EXISTING LAND USE	SURROUNDING LAND USE
About 0.6-acres	LM, Light Manufacturing	North: LM, Light Manufacturing West: R-5, Single Family Residential East: LM, Light Manufacturing South: LM, Light Manufacturing	Low Density Residential	North: Medium Density Residential West: Low Density Residential East: Public or Civic South: Industrial

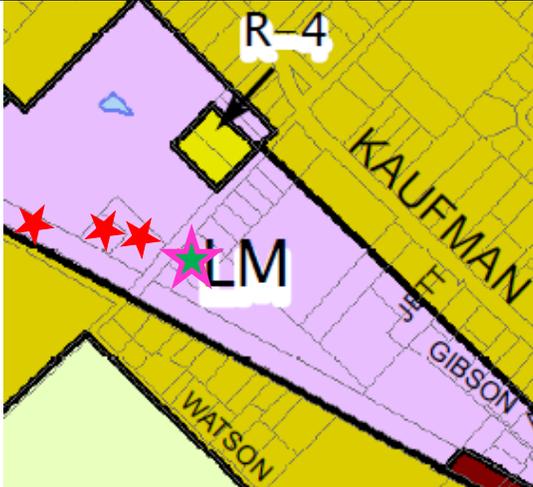
PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Commission voted five (5) to zero (0) in favor of recommending the approval of the request to change the current zoning on about 0.6-acres commonly known as 113 West Farmers Road (being the unplatted Tract 83 in the John D. Merchant Abstract 850) from the LM, Light Manufacturing, zoning district to the R-5, Residential Single Family, zoning district.

Staff recommends approval of this rezone per the Comprehensive Land Use Plan. The subject parcel has been used residentially for almost 100 years. There is only a limited amount of actual manufacturing in the area.

Detailed explanations follow on the attached pages.	
STANDARD:	STAFF ANALYSIS:
Development Calendar (Deadlines)	Has Met
Application Requirements	Has Met
Zoning Code	Has Met

COMPARISON TO ADOPTED CITY MASTER PLANS

STAFF ANALYSIS	PLAN GOALS OR GUIDELINES	
2002 Comprehensive Land Use Plan and Map		
<p>The lot in the request (under the green star outlined in pink) shows to be in a Low Density Residential (light yellow color) area. The red-brown areas to the southeast are expected to become Commercial. The blue area to the east is the old school property and is shown as a Public or Semi-Public area. The mustard-yellow colored areas are expected to become Medium Density Residential.</p>	Meets Standard	
2009 Master Thoroughfare Plan and Map		
<p>The property in the request (under the green star outlined in pink) only has access West Farmers Road (labeled and shown by a blue line). It is unclear if sufficient right-of-way has been previously dedicated. Staff will be requesting any required right-of-way when platting occurs in the future.</p> <p>Kaufman Street is the orange line on the map.</p>	Meets Standard	
2009 Zoning Plan and Map		
<p>While the map to the right shows that all of the abutting property of the applicant are zoned LM, Light Manufacturing, there are 3 parcels on the other side of Farmers Road that were rezoned to R-5 in July 2018. Those 3 lots (706 North Railroad and 116 West Farmers along with the old railroad right-of-way addressed 400 Fran) are under the red stars.</p> <p>It was during those rezonings that the applicant was made aware that her house is also currently zoned LM. Her lot (under the green star outlined in pink) is in the LM zoning district (light purple color). The applicant is requesting that the lot be changed to the R-5, Single Family Residential zoning district (mustard yellow color) to match those changed across the street.</p>	Meets Standard	

REVIEW CRITERIA	STAFF ANALYSIS	
1. Will the use be designated, located, and operated so that the public health, safety, and welfare will be protected?	Yes	The current house is on Seagoville water and sewer. The planned new house will also be connected to these utilities.

REVIEW CRITERIA	STAFF ANALYSIS	
2. Will the land use be compatible with other area properties located nearby?	Yes	Most of the properties along West Farmers Road are currently being <u>used</u> as the proposed zoning district, but are in the same current zoning district as this parcel.
3. Will the use be in compliance with all of the provisions of the Zoning Amendments portion of the Municipal Code?	Yes	The requirements for the change in zoning have been met (application, legal notifications, etc.).
4. Will the use be compliant with all applicable provisions in the Code for the district in which the use is to be located?	Yes	The current house is being used as the applicant's residence.
5. Will the use facilitate public convenience at that location?	Yes	The parcel has frontage on West Farmers Road -which is classified as a Minor Collector.
6. Will the use conform to off-street parking and loading requirements?	Yes	There is currently an unpaved driveway connecting the street to a 2-car garage as well as one additional outbuilding.
7. Are all of the ingress, egress, and pedestrian ways adequate?	Yes	There is currently an unpaved driveway accessing the lot.
8. Have safeguards limiting noxious or offensive emissions, including light, noise, glare, dust, and odor been addressed?	Yes	The parcel already has a house on it and being used as the applicant's residence. There have been no issues reported to Code Enforcement with the current structure.
9. Will the proposed landscaping and screening be compliant with all City regulations?	Yes	No proposed plans for the site have been submitted. Existing materials are more than adequate and are being maintained.
10. Will the signage be compliant with those portions of the Municipal Code?	Yes	There is no signage on the site except for required addressing.
11. Will all open space(s) be maintained by the owner/developer?	Yes	The parcel already has the applicant's residence on it. The applicant is maintaining the property and will continue to do so.
12. Are the size and shape of the site as well as the arrangement of the proposed structure(s) in keeping with the intent of the Code?	Yes	The existing lot dimensions exceed code minimums. It is unknown if the existing structure not meet any current codes since the house was built in about 1920.
13. Will granting the permit be authorizing less than the minimum requirements in regards to height, area, setbacks, parking, or landscaping?	No	There are no proposed structures at this time. Any proposed structures will have to all codes at the time they are applied for.
14. Have the provisions of the existing master thoroughfare plan been met to protect the public interest?	No	It is unclear if sufficient right-of-way has been previously dedicated. Staff will be requesting any required right-of-way when platting occurs.
15. Have the provisions of any existing future land use plan been met to protect the public interest?	Yes	Chapter 5 (Future Land Use) of the 2002 Comprehensive Plan provides suggestions on locations for different types of land use.
16. Have the provisions of any existing capital improvements plan been met to protect the public interest?	Yes	There is no active capital improvement plan. The most recent plan (2008) has completed all improvements, but the pay-off has not yet been finalized.
17. Have the provisions of any community facilities plan been met to protect the public interest?	N/A	Changing the zoning of parcels is not affected by the community facilities portion of any city Plan.

**STAFF REPORT
Z2018-24**

REVIEW CRITERIA	STAFF ANALYSIS	
18. Have the provisions of any other adopted document for providing required necessary public facilities been met to protect the public interest?	N/A	Chapter 8 (Public Facilities) of the 2002 Comprehensive Plan addresses municipal facilities primarily. Changing the zoning of parcels does not affect the provisions of any city Plan.

Public Comments Received: Besides the parcel in question, there are eleven (11) other properties plus two (2) parcel for public streets within 200-feet of the boundary of the subject area. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Wednesday, November 7, 2018. A legal ad was also published per the Texas Local Government Code in the Thursday, November 8, 2018 edition of the Daily Commercial Record newspaper. Prior to the Planning and Zoning Commission meeting on Tuesday, November 27, 2018, two (2) property owners have responded in writing in favor of the request and none (zero) against the request. No (zero) property owners have responded verbally (by phone). One (1) letter had been returned as undeliverable by the U.S. Postal Service. No (zero) property owners at the Planning and Zoning Commission meeting. As of the date of this report, Friday, December 7, 2018, no (zero) additional property owners have responded in writing or verbally for or against the request. No (zero) additional letters have been returned as undeliverable by the U.S. Postal Service. Any responses received after the emailing of the packet to the Council will be available for review at the meeting.

Other Staff Comments: Below is a table that compares the types of land uses listed in the municipal code for each relevant zoning district. The table to the right provides the legend of symbols in the land use table. Any other land use would be prohibited. The uses in the table are arranged alphabetically. **Note:** Language in each of the “higher” (more intense) business districts specifies that the uses permitted in a “lower” zoning district are allowed without being individually listing each of those uses.

Land Use Table Key:	Zoning District:
P = Permitted land use	R-5, Residential Single-family
S = Special Use Permit (SUP) required	O, Office
A blank box in the table means that land use is <i>prohibited</i> in that zoning district.	LR, Local Retail
	C, Commercial
	LM, Light Manufacturing

Type of Land Use	Zoning District				
	R-5	O	LR	C	LM
Accessory buildings	P				
Addition of pre-packaged food or beverages sales to a retail or business already operating	S	S	S	S	S
Airport or airport facilities	S	S	S	S	S
Art gallery	P	P	P	P	P
Breezeway attaching accessory to the main building	P				
Carnival	S	S	S	S	S
Cemetery	S	S	S	S	S
Children’s home on 5 acres or more	S	S	S	S	S
Church or religious worship facility	P				
Circus	S	S	S	S	S
Commercial amusement, temporary	S	S	S	S	S
Community building on 3 acres or more	S	S	S	S	S
Concrete batching plant	S	S	S	S	S
Convalescent home on 5 acres or more	S	S	S	S	S
Daycare or nursery with fewer than four unrelated children	P				
Daycare or nursery with more than four unrelated children	S	S	S	S	S
Detached dwelling for servants employed on-site	P				
Dog kennels on farm of 5 acres or more	S	S	S	S	S
Drive-in theatre on 10 acres or more	S	S	S	S	S
Driving range	S	S	S	P	P
Earth excavation	S	S	S	S	S
Educational institutions	S	S	S	S	S

Type of Land Use	Zoning District				
	R-5	O	LR	C	LM
Electrical public utility regulating station	S	S	S	S	S
Farm without on-site retail or wholesale business	P				
Fire station	P				
Garden without on-site retail or wholesale business	P				
Golf course without driving range	P				
Government use - local, county, state, federal	S	S	S	S	S
Gravel excavation	S	S	S	S	S
Greenhouse	S	S	S	S	S
Greenhouse without on-site retail or wholesale business	P				
Homes for narcotics on 20 acres or more	S	S	S	S	S
Homes for the alcoholic on 20 acres or more	S	S	S	S	S
Homes for the feeble-minded on 20 acres or more	S	S	S	S	S
Homes for the insane on 20 acres or more	S	S	S	S	S
Hospital on 5 acres or more	S	S	S	S	S
Kindergarten - public or private	S	S	S	S	S
Landing airfield or facilities	S	S	S	S	S
Library	P	P	P	P	P
Maternity home on 5 acres or more	S	S	S	S	S
Miniature golf course	S	S	S	P	P
Miniature train ride	S	S	S	S	S
Mixed-Use projects of private housing and shopping center on 3 acres or more	S	S	S	S	S
Museum	P				
Natural gas public utility regulating station	S	S	S	S	S
Neighborhood recreation center (swimming pool, social or hobby rooms)	P				
Normal household pets	P				
Nursery	S	S	S	S	S
Nursery school - public or private	S	S	S	S	S
Nursery without on-site retail or wholesale business	P				
Old people's home on 5 acres or more	S	S	S	S	S
Orchard without on-site retail or wholesale business	P				
Park	P				
Passenger train station	P				
Philanthropic institutions	S	S	S	S	S
Playgrounds	P				
Pony rides	S	S	S	S	S
Private carport and/or garage	P	P	P	P	P
Private school, equivalent to a public school	P	S	S	S	S
Public school (elementary through high school)	P	S	S	S	S
Public stable on 5 acres or more	S	S	S	S	S
Public utility - privately or publicly owned	S	S	S	S	S
Radio or television broadcasting stations	S	S	S	S	S
Radio or television broadcasting towers	S	S	S	S	S
Radio or television transmitter tower	S	S	S	S	S
Railway right-of-way and tracks, passenger station but not including railroad yards, team tracks or storage yards	P				
Religious institutions	S	S	S	S	S
Riding academy on 5 acres or more	S	S	S	S	S
Rock quarry	S	S	S	S	S
Rodeo	S	S	S	S	S
Sale of pre-packaged food/beverages, in combination, that exceeds 10% of an establishment's gross annual sales revenues	S	S	S	S	S
Sand excavation	S	S	S	S	S
Sewage treatment plant	S	S	S	S	S

**STAFF REPORT
Z2018-24**

Type of Land Use	Zoning District				
	R-5	O	LR	C	LM
Single-family residence (detached)	P				
Telephone exchange without office, repair or storage facilities	P				
Temporary and seasonal sales establishment, such as flea market or produce stand	S	S	S	S	S
Temporary buildings to be used for construction purposes only	P				
Travel trailer park	S	S	S	S	S
Veterinary hospital on 5 acres or more	S	S	S	S	S
Water pumping plant	P				
Water supply reservoir	P				
Water tower or artesian well	P				
Wind energy conversion system (WEC)	S	S	S	S	S
Railway ROW & tracks, but no railroad yards, team tracks or storage yards	P				
Ambulance service		P	P	P	P
Architect or engineers' offices		P	P	P	P
Attorneys' offices		P	P	P	P
Business offices		P	P	P	P
Consultants' offices		P	P	P	P
Doctors' & dentists' offices		P	P	P	P
Equipment storage (no repairs)		P	P	P	P
Financial offices		P	P	P	P
General offices		P	P	P	P
Multi-family dwelling units		S	S	S	S
Personal services		P	P	P	P
Political offices		P	P	P	P
Professional offices		P	P	P	P
Real estate offices		P	P	P	P
Records warehousing & storage		P	P	P	P
Salesman's offices		P	P	P	P
Single-family dwelling units		S	S	S	S
Antique shop			P	P	P
Aquarium			P	P	P
Auto laundry inside a building without boiler, heating & steam-cleaning facilities			P	P	P
Auto repair garage - all work inside a building			P	P	P
Auto seat covering			P	P	P
Bakery, retail			P	P	P
Bank			P	P	P
Barber & beauty shop			P	P	P
Bicycle repairs without outside storage or display			P	P	P
Bird & pet shops, retail			P	P	P
Book or stationery store			P	P	P
Bowling alley - if air-conditioned & soundproofed			P	P	P
Brewpub			S	S	S
Camera shop			P	P	P
Candy shop			P	P	P
Caterer			P	P	P
Cleaning & pressing shops smaller than 6,000 square feet			P	P	P
Cleaning, dyeing & laundry station for receiving & delivery of articles only			P	P	P
Clothing - retail sales only			P	P	P
Convenience store or mini-mart between 1,000 & 5,000 square feet			S	S	S
Curtain cleaning shop smaller than 6,000 square feet			P	P	P
Department store			P	P	P
Drive-in for food, beverage, or other service			S	S	S
Drive-in theatre			S		

Type of Land Use	Zoning District				
	R-5	O	LR	C	LM
Drive-through for food, beverage, or other service			S	S	S
Dying plant smaller than 6,000 square feet			P	P	P
Electric substation			P	P	P
Electrical goods, retail sales only			P	P	P
Electrical repairing - domestic equipment & autos, retail sales only			P	P	P
Event center in stand-alone building			S		
Exterminating company, retail			P	P	P
Feed store			S		
Film developing & printing			P	P	P
Fix-it shops without outside storage or display			P	P	P
Florist, retail sales only			P	P	P
Frozen food lockers, retail			P	P	P
Furniture repairs & upholstering, retail only without outside storage or display			P	P	P
Furniture store - retail			P	P	P
Gasoline/motor fuel sales			P	P	P
Gasoline/motor fuel sales, automated			P	P	P
Grocery store over 5,000 square feet			P	P	P
Hardware - retail sales only			P	P	P
Household & office appliances - retail			P	P	P
Household & office furniture - retail			P	P	P
Ice delivery station			P	P	P
Jewelry - retail			P	P	P
Job printing			P	P	P
Laundry - custom laundering & finishing smaller than 6,000 square feet without pickup or delivery			P	P	P
Letter & mimeograph shop			P	P	P
Meat market, retail sales only			P	P	P
Micro-brewery			S	S	S
Mortuary use in stand-alone buildings			S		
Motor raceway			S		
Moving picture theater			P	P	P
Novelty or variety shop			P	P	P
Nursery, retail sale of plants & trees			P	P	P
Office			P	P	P
Office building			P	P	P
Optical goods - retail			P	P	P
Outside display, new materials			P	P	P
Outside storage units			P	P	P
Paint - retail sales only			P	P	P
Parking lot without public garage for passenger cars & trucks			P	P	P
Pharmacy/drug store			P	P	P
Photographer's or artist's studio			P	P	P
Photographic supplies - retail			P	P	P
Piano & musical instruments, retail sales only			P	P	P
Plumbing shop without warehouse facilities, retail sales only			P	P	P
Portable storage units (PODs) - sales & storage			P	P	P
Public garage			P	P	P
Restaurant (dine-in only) over 4,000 square feet			P	P	P
Restaurant (dine-in only) smaller than 4,000 square feet			S	S	S
Restaurant (dine-in/convenience) over 4,000 square feet			P	P	P
Restaurant (dine-in/convenience) smaller than 4,000 square feet			S	S	S
Restaurant (fast food)			S	S	S
Restaurant (outdoor/patio dining)			S	S	S

**STAFF REPORT
Z2018-24**

Type of Land Use	Zoning District				
	R-5	O	LR	C	LM
Restaurant (private club)			S	S	S
Retail sales			P	P	P
Retail store or shop for custom work or the making of articles on-site			P	P	P
Roller skating rink			S		
Rug cleaning shop, chemical type, smaller than 6,000 square feet with all operations inside a building			P	P	P
Sample room			P	P	P
Seamstress, dressmaker, or tailor			P	P	P
Seed store			P	P	P
Shoe repair shop, retail sales only			P	P	P
Sporting goods - retail sales only			P	P	P
Studio for the display & sale of glass, china, art objects, cloth & draperies			P	P	P
Studios, dance, music, drama, health massage & reducing			P	P	P
Taxi stand			P	P	P
Tobacco shop			S	S	S
Tool sharpening, retail only without outside storage or display			P	P	P
Toys - retail sales only			P	P	P
Used car lot			S	P	P
Walk-up for food, beverage, or other service			S	S	S
Wallpaper - retail sales only			P	P	P
Washateria where the customer can wash & handle his laundry			P	P	P
Wearing apparel including clothing, shoes, hats, millinery & accessories			P	P	P
Wedding services in stand-alone building			S		
Wholesale sales office			P	P	P
Wine-tasting room			S	S	S
Aquarium, wholesale				P	P
Artificial flower manufacture				P	P
Artificial limb manufacture				P	P
Auto painting				P	P
Auto upholstery				P	P
Automobile dealers				P	P
Automobile laundry				P	P
Awning manufacture, cloth, metal, wood				P	P
Bakery, commercial				S	P
Bar				S	S
Beer tavern				S	S
Book bindery				P	P
Book printing				P	P
Bottling works with or without syrup manufacture				P	P
Bowling alley				P	P
Bus & truck storage				P	P
Cabinet shop				P	P
Candy manufacture				P	P
Canvas awning manufacture				P	P
Car barns				P	P
Carpenter shop				P	P
Carpet cleaning - with dustproof room & dust-catching equipment				P	P
Carting, express, hauling or storage				P	P
Cement storage				P	P
Ceramic products smaller than 6,000 square feet				P	P
Cleaning & dry cleaning establishment over 6,000 square feet				P	P
Clothing manufacture				P	P
Cold storage plant				P	P

Type of Land Use	Zoning District				
	R-5	O	LR	C	LM
Commercial amusement				P	P
Commercial colleges				P	P
Contractor's storage yard				P	P
Dance hall				S	S
Dog kennel				S	
Dry goods, wholesale & storage				P	P
Dyeing plant over 6,000 square feet				P	P
Egg candling & grading				P	P
Electrical & neon sign manufacture				P	P
Electrical repairing				P	P
Electro-plating; electro-tying				P	P
Engraving plant				P	P
Envelope manufacture				P	P
Feed store, wholesale & storage				P	P
Florist, wholesale				P	P
Food products manufacture, wholesale				P	P
Frozen food lockers, wholesale				P	P
Furniture auction sales				P	P
Furniture repair & upholstering - wholesale				P	P
Handcraft shop smaller than 6,000 square feet				P	P
Hauling, light or heavy				P	P
Homes for narcotics				S	
Homes for the alcoholic				S	
Homes for the feeble-minded				S	
Homes for the insane				S	
Household goods, storage				P	P
Ice cream manufacture				P	P
Ice manufacture				P	P
Job printing & book printing				P	P
Laundry, commercial				P	P
Leather products manufacture				P	P
Lithographing				P	P
Loading or storage tracks				P	P
Loose-leaf book manufacture				P	P
Lounge				S	S
Lumberyard (building material)				P	P
Market - public				P	P
Mattress making & renovating without dust precipitating equipment				P	P
Milk depot, wholesale				P	P
Millinery manufacture				P	P
Mirror re-silvering				P	P
Motel				P	P
Motion picture studio, commercial films				P	P
Motorcycle repairing				P	P
Moving & storage company				P	P
Newspaper printing				P	P
Night club				S	S
Optical goods manufacture				P	P
Outside display, used materials				S	S
Outside storage, new materials				S	P
Outside storage, used materials				S	S
Outside storage of any material over 8-feet tall				S	S

**STAFF REPORT
Z2018-24**

Type of Land Use	Zoning District				
	R-5	O	LR	C	LM
Paint mixing, but no cooking or baking operations				P	P
Paper products & paper box manufacture				P	P
Penal or correctional institutions for insane, feebleminded, liquor or narcotic				P	P
Photoengraving plant				P	P
Plastic products, molding, casting & shaping				P	P
Print shop				P	P
Printing equipment, supplies, repairs				P	P
Publishing company				P	P
Sale of manufactured homes on 3.5 acres or more				S	
Sale of mobile homes on 3.5 acres or more				S	
Schools - all types including trade & commercial colleges				P	P
Secondhand furniture				P	P
Seed store, wholesale sales & storage				P	P
Sheetmetal shop				P	P
Shoe store, wholesale sales & storage				P	P
Skating rink				P	P
Stone monument works - retail				P	P
Storage & sales of used auto parts & accessories without open storage or display				P	P
Storage of trucks, & gravel				P	P
Streetcar barns				P	P
Taxicab storage & repairs				P	P
Team tracks & unloading docks, railroads				P	P
Tire retreading & recapping				P	P
Tourist camp				P	P
Trade schools of all types				P	P
Transfer & baggage company				P	P
Travel center				S	S
Trunk manufacturing				P	P
Typesetting				P	P
Venetian blind manufacturing				P	P
Veterinary hospital				S	P
Warehouse, wholesale offices, sales & storage				P	P
Water distillation				P	P
Winery, boutique				S	S
Adding machine manufacture					P
Agricultural implement manufacturing					P
Aircraft parts manufacture					P
Airplane repair & manufacturing					P
Automobile assembly					P
Automobile parts manufacturing					P
Bag manufacturer & cleaning					P
Bank equipment manufacture					P
Blacksmith					P
Boiler manufacture & repair of boilers not exceeding 15 h.p.					P
Bolt & nut manufacture					P
Boot & shoe manufacture					P
Box & crate manufacture (other than paper)					P
Brewery					S
Broom manufacture					P
Building material machinery, or supplying having outside storage					P
Canning & preserving factory					P
Carbon battery manufacture					P

Type of Land Use	Zoning District				
	R-5	O	LR	C	LM
Cargo container					S
Carpet cleaning without dustproof cleaning rooms for dust catching, washing & scouring equipment					P
Celluloid & similar cellulose manufacture					P
Central station, light & power plant					P
Cereal mill					P
Chair manufacture					P
Cheese factory					P
Chick hatchery					P
Coal yard, coal hoist, coal pocket or coal car trestle					P
Coffin manufacture					P
Cooperage company					P
Cotton company					P
Cotton ginning, baling & compressing					P
Cotton oil mill					P
Cotton seed products manufacture					P
Dairy - wholesale					P
Disinfectant manufacture					P
Distillery					S
Dye manufacturing					P
Electric or acetylene welding					P
Electrical power plant					P
Electrical supply manufacture					P
Elevator manufacture					P
Enameling & painting					P
Feed mill					P
Fixture manufacture					P
Flour milling & grain storage & elevators					P
Food processing					P
Fur warehouse					P
Furniture manufacture					P
Gasoline, wholesale storage					P
Grain elevator					P
Hardware manufacture					P
Helicopter terminal					P
Horseshoeing					P
Hosiery mill					P
Insecticide manufacturing					P
Iron works, ornamental					P
Knit goods manufacture					P
Light agricultural implements manufacture					P
Livery stable					P
Machinery manufacture					P
Mattress factory					P
Mattress renovating					P
Metal products, stamping & manufacturing					P
Milk processing plant					P
Paper products manufacture					P
Pattern shop					P
Pecan processing					P
Petroleum, wholesale storage					P
Planing mill					P
Poultry feed manufacturer					P

**STAFF REPORT
Z2018-24**

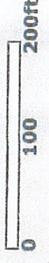
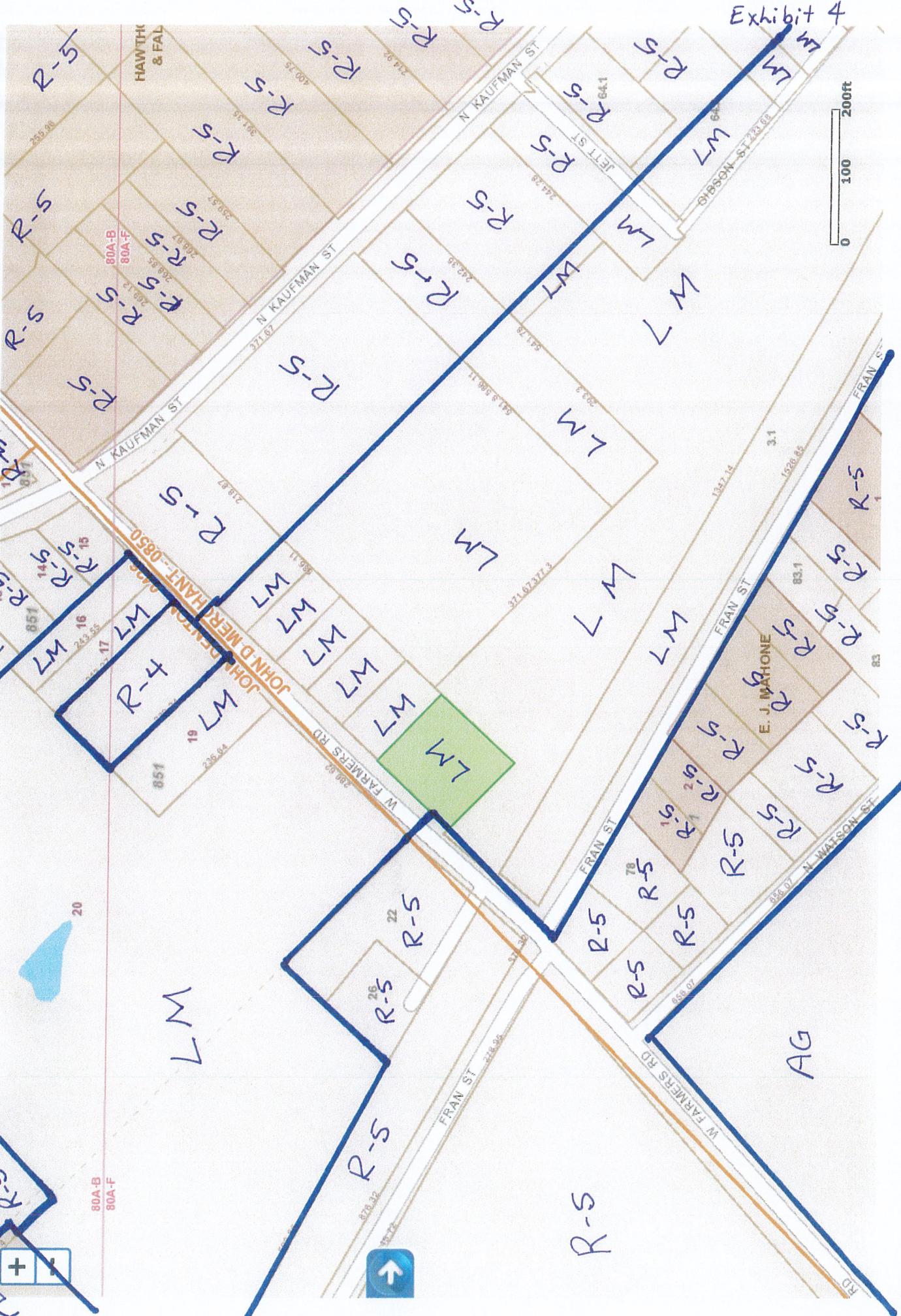
Type of Land Use	Zoning District				
	R-5	O	LR	C	LM
Poultry slaughtering - dressing & storage					P
Printing ink manufacture					P
Public stable					P
Railroad yards - roundhouse or shop					P
Rice cleaning & polishing					P
Riding academy					P
Riding stable					P
Rock wool manufacture					P
Rug manufacture					P
Shoe factory					P
Stable					P
Stone cutting					P
Storage battery manufacturing					P
Storage of live poultry, or poultry dressing					P
Textile manufacture					P
Tool manufacture					P
Wood products manufacture					P
Woodworking shops					P
Winery					S

Zoning Map

Exhibit 4



DCAD Property Map





ZONING APPLICATION

City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: 11/13/18 City Council: 12/3/18
DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required): _____

Application Type:

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

Name of Subdivision or Project: _____

Physical Location of Property: 113 W. Farmers Rd
[General Location – approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description):
see attached
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: _____ Existing Zoning: LM Requested Zoning: R-5
[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: Louise Morris Applicant or Owner? (circle one)

Contact Person: _____ Title: _____

Company Name: _____

Street/Mailing Address: 113 W. Farmers Rd. City: Seagoville State: TX Zip: 75159

Phone: (972) 287-4655 Fax: () _____ Email Address: _____

Engineer / Representative's Name: _____

Contact Person: _____ Title: _____

Company Name: _____

Street/Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email Address: _____

SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DATE. (All zoning applications must be advertised in the newspaper, and notices must be mailed to all property owners within 200 feet of the subject property. Please contact City staff in advance for submittal deadlines.)

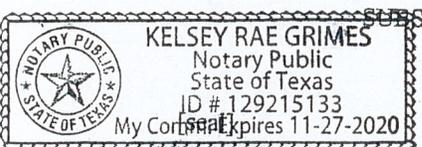
All applications must be COMPLETE before they will be scheduled for P&Z agenda. It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be obtained from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements.

All application materials (one copy) must be delivered to the City's Planner. The name, address, phone number, etc. of the City's Planner can be obtained from City staff. Failure to submit all materials to the City's Planner may result in delays scheduling the zoning application for a P&Z agenda.

Notice of Public Records. The submission of plans/drawings with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

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

Signed: Louise Morris Title: owner Date: 9.18.18



SUBSCRIBED AND SWORN TO before me, this the 18th day of September, 2018

Notary Public in and for the State of Texas: Kelsey Rae Grimes
My Commission Expires On: 11/27/2020

Office Use Only: Date Rec'd: 10/12/18 Fees Paid: \$ 250 Check #: Cash Receipt #: 539541
Zoning Case # 22018-2A Accepted By: [Signature] Official Submittal Date: 10/12/18

The State of Texas,

Know All Men by These Presents:

County of DALLAS

That JAMES MORRIS, LARRY MORRIS AND JEFF MORRIS

of the County of Dallas and State of Texas, for and in consideration of

the sum of TEN AND NO/100-----(\$10.00)-----DOLLARS and other good and valuable consideration; to us in hand paid by LOUISE MORRIS

of the County of Dallas and State of Texas, the receipt of which is hereby acknowledged, do, by these presents BARGAIN, SELL, RELEASE, AND FOREVER QUIT CLAIM unto the said Louise Morris

her heirs and assigns, all our right, title and interest in and to that certain tract or parcel of land lying in the County of Dallas, State of Texas, described as follows, to-wit:

Being a part of the John D. Merchant Survey, Abstract No. 850, Dallas County, Texas and also being a part of a 3 acre tract of land as described in a deed to H. F. Weber recorded in Volume 1065, page 434 of the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows: BEGINNING at an iron rod set at the North corner of the said H. F. Weber 3 acre tract of land in the Southeast line of Farmers Road (variable width); THENCE South 45 deg. East 150.0 ft. to an iron rod set in a fence on the Northeast line of the said H. F. Weber 3 acre tract of land. THENCE South 43 deg. 02' West 165.0 ft. to an iron rod; THENCE North 45 deg. West 150.0 ft. to an iron rod set in the Southeast line of Farmers Road; THENCE North 43 deg. 02' East 165.0 ft. to the place of beginning and containing 24720 square ft. or 0.568 acres, more or less.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said Louise Morris

her heirs and assigns forever, so that neither we the said James Morris, Larry Morris and Jeff Morris

nor our heirs, nor any person or persons claiming under us shall, at any time hereafter, have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

WITNESS our hand s at Dallas, Texas this 18th day of April, A. D. 19 90

Witnesses

Jeff Morris

James O. Morris James Morris Larry Morris Larry Morris



November 5, 2018

COMMUNITY DEVELOPMENT
702 NORTH HIGHWAY 175
SEAGOVILLE, TX 75159
PHONE: (972) 287-2050

via email:
notices@dailycommercialrecord.com

Daily Commercial Record
706 Main Street
Dallas, Texas 75202

Please publish the legal notice below in the November 7, 2018 issue of your newspaper. Please send the affidavit of publication to the ATTN: Kandi Jackson at the address above. If you need to contact Kandi, her office direct number is (972) 287-6819 and her email is citysecretary@seagoville.us Kandi's normal office hours are Monday through Friday from 8:00 AM to 5:00 PM.



**NOTICE OF PUBLIC HEARINGS
SEAGOVILLE PLANNING AND ZONING COMMISSION
ZONING CASE Z2018-24**

A public hearing will be held by the Seagoville Planning and Zoning Commission on Tuesday, November 27, 2018, at 6:30 PM in the City Council Chambers of the Seagoville City Hall building at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider a request to change the current zoning on about 0.6-acres (being unplatted Tract 83 in the John D. Merchant Abstract 850) and commonly known as 113 West Farmers Road) from LM, Light Manufacturing, to R-5, Residential Single Family, zoning district.

Individuals may appear at the public hearing to state their opinions or may send a written notice prior to 4:30 PM on the day of the public hearing to Jr. Planner Jennifer Bonner at 702 North U.S. Highway 175; Seagoville, TX 75159.

CITY OF SEAGOVILLE
Kandi Jackson
City Secretary



COMMUNITY DEVELOPMENT
702 NORTH HIGHWAY 175
SEAGOVILLE, TX 75159
PHONE: (972) 287-2050

November 7, 2018

NOTICE OF PUBLIC HEARINGS
SEAGOVILLE PLANNING & ZONING COMMISSION
ZONING CASE Z2018-24

A public hearing will be held by the Seagoville Planning and Zoning Commission on Tuesday, November 27, 2018, at 6:30 PM in the City Council Chambers of the Seagoville City Hall building at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider a request to change the current zoning on about 0.6-acres (being unplatted Tract 83 in the John D. Merchant Abstract 850) and commonly known as 113 West Farmers Road) from the LM, Light Manufacturing, zoning district to the R-5, Residential Single Family, zoning district.

Individuals may appear at the public hearings to state their opinions or may send a written notice prior to 4:30 PM on the day of each public hearing to Jr. Planner Jennifer Bonner at 702 North U.S. Highway 175; Seagoville, TX 75159.

As an adjoining property owner, this is the first opportunity to voice your opinion about this project for the record. The second opportunity will be at the public hearing listed above. The will also be a public hearing held in front of City Council, but that meeting date has not yet been set.

*Please indicate your opinion in this matter by checking the appropriate box below.
Please provide any additional comments that you might have in the provided space.
Please also sign and complete the name and address portion below.*

I am in favor of against Zoning Request Z2018-24 as it is described herein.

Additional Comments (attach additional sheets as necessary): _____

Signature(s): _____

Printed Name(s): _____

Address: _____

City, State & Zip code: _____

Phone Number: _____

NOVEMBER 7, 2018

Zoning Map



DCAD Property Map



Exhibit 8

**Property Owners List
Rezone of 116 West Farmers Road**

Mailed out a total of 12 certified letters on Thursday, November 8, 2018, before 12 noon

Subject or adjoiner?	Site Address	DCAD Account	Owner	Mailing Address 1	Address 2	City	State	Zip
Subject	113 West Farmers Road	65085009510830000	Life Estate of Louise Morris	REM: James Morris et al	113 W. Farmers Road	Seagoville	TX	75159
Adjoiner	108 West Farmers Road	65042608510190000	Martha L. Boone	108 West Farmers Road		Seagoville	TX	75159
Adjoiner	112 West Farmers Road	65042608510200000	Oneness Meditation Temple	112 West Farmers Road		Seagoville	TX	75159
Adjoiner	116 West Farmers Road	65042630010220000	Linda Johnson	116 West Farmers Road		Seagoville	TX	75159
Adjoiner	706 North Railroad Road	65042630010260000	Gary Allen & Teresa Gale Vaden	706 North Railroad Road		Seagoville	TX	75159
Adjoiner	300 West Farmers Road	65042630010270000	City of Seagoville	702 North Highway 175		Seagoville	TX	75159
Adjoiner	400 Fran Street	65085007510030100	HRG Investments LLC	519 Gibson Street		Seagoville	TX	75159
Adjoiner	117 West Farmers Road	65085009510600000	HRG Investments LLC	519 Gibson Street		Seagoville	TX	75159
Adjoiner	111 West Farmers Road	65085009510580000	Richard Thomas & Carole Ann Martin	111 West Farmers Road		Seagoville	TX	75159
Adjoiner	109 West Farmers Road	65085009510560000	Teddy K. & Nila A. Sides	109 West Farmers Road		Seagoville	TX	75159
Adjoiner	107 West Farmers Road	65085009510550000	Georgina Mariano & Daniel Bueno	107 West Farmers Road		Seagoville	TX	75159
Adjoiner	615 Fran Street	65085010011080000	Peggy & Billy E. Day	615 Fran Street		Seagoville	TX	75159

Exhibit 8

Regular Session Agenda Item: 5

Meeting Date: December 17, 2018

ITEM DESCRIPTION

Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of City of Seagoville, as amended, by granting a change in zoning from LM, Light Manufacturing, to R-5, Residential Single Family-5, on approximately 0.568± acres of the real property described as Tract 83 of John D. Merchant Abstract 850, commonly referred to as 113 West Farmers Road in the City of Seagoville, Dallas County, Texas, and legally described in Exhibit "A" and being depicted in Exhibit "B", which are 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.

BACKGROUND OF ISSUE:

There are there (3) parcels on the other side of Farmers Road that had their zoning changed from LM to R-5 in July 2018. Those lots are 706 North Railroad and 116 West Farmers along with the old railroad right-of-way addressed 400 Fran. It was during those rezonings in July that the applicant was made aware that her house is also currently zoned LM. She is requesting that her lot's zoning be changed to the R-5, Single Family Residential, zoning district to match those changed across the street.

The land is improved with the applicant's home (built in about 1920), a detached 2-car garage, and small outbuilding on it. The smaller outbuildings are not listed on the improvements of the property on the DCAD website, which identifies the parcel as Tract 83 of the John D. Merchant Abstract. The owner wants to be able to continue maintaining her residence and property.

The lot was changed to a Light Manufacturing zoning some time prior to 1978. Residential uses are not allowed in the current zoning district. The existing zoning, land uses, and relevant portions of the City's comprehensive plan are each referenced in the attached staff report.

FINANCIAL IMPACT:

No city funds will be used for the development of this project.

RECOMMENDATION:

Besides the parcel in question, there are eleven (11) other properties plus two (2) parcel for public streets within 200-feet of the boundary of the subject area. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Wednesday, November 7, 2018. A legal ad was also published per the Texas Local Government Code in the Thursday, November 8, 2018 edition of the Daily Commercial Record newspaper. Prior to the Planning and Zoning Commission meeting on Tuesday, November 27, 2018, two (2) property owners have responded in writing in favor of the request and none (zero) against the request. No (zero) property owners have responded verbally (by phone). One (1) letter has been returned as undeliverable by the U.S. Postal Service. No (zero) property owners at the Planning and Zoning Commission meeting. As of the date of this report, Friday, December 7, 2018, no (zero) additional property owners have responded in writing or verbally for or against the request. One (1) additional letter has been returned as undeliverable by the U.S. Postal Service. Any responses received after the emailing of the packet to the Council will be available for review at the meeting.

The Commission voted five (5) to zero (0) in favor of recommending the approval of the request to change the current zoning on about 0.6-acres commonly known as 113 West Farmers Road (being the unplatted Tract 83 in the John D. Merchant Abstract 850) from the LM, Light Manufacturing, zoning district to the R-5, Residential Single Family, zoning district.

Staff recommends approval of this rezone per the Comprehensive Land Use Plan. The subject parcel has been used residentially for almost 100 years. There is a limited amount of manufacturing occurring in the area.

EXHIBIT:

1. Ordinance with attached exhibits (4 pages)

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. ____-20____

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 LM, LIGHT MANUFACTURING, TO R-5, RESIDENTIAL SINGLE FAMILY-5, ON APPROXIMATELY 0.568± ACRES OF THE REAL PROPERTY DESCRIBED AS TRACT 83 OF JOHN D MERCHANT ABSTRACT 850, COMMONLY REFERRED TO AS 113 WEST FARMERS ROAD IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND LEGALLY DESCRIBED IN EXHIBIT "A" AND BEING DEPICTED IN EXHIBIT "B", WHICH ARE 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.

Whereas, the Planning and Zoning Commission of the City of Seagoville and the City Council of the City of Seagoville, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given requisite notices by publication and otherwise, and have held due public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Seagoville is of the opinion and finds that a zoning change should be granted, and that the Comprehensive Zoning Ordinance and Map should be amended.

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

SECTION 1: That the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas, is heretofore amended, be and the same is hereby amended by granting a change in the zoning from LM, Light Manufacturing, to R-5, Residential Single Family-5, on approximately 0.568± acres of the real property described as Tract 83 of John D Merchant Abstract 850, commonly referred to as 113 West Farmers Road in the City of Seagoville, Dallas County, Texas, and legally described in Exhibit "A" and being depicted in Exhibit "B", which are attached hereto and incorporated herein

SECTION 2: That the land shall be used only for the purposes set out in accordance with the City of Seagoville's Zoning Ordinance and all other ordinances, codes, and policies of the City of Seagoville, as amended.

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

SECTION 4: That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance or the Comprehensive Zoning Ordinance as a whole, or any part or provision thereof, other than the part declared to be invalid, illegal, or unconstitutional.

SECTION 5: That any person, firm, or corporation violating, disobeying, neglecting, refusing to comply with, or resisting the enforcement of any of the provisions or terms of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, shall be subject to the same penalty of two thousand dollars (\$2,000.00) for each offense as provided for in the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended. Each and every day such a violation continues or is allowed to exist shall constitute a separate offense.

SECTION 6: That This ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Seagoville, Texas this 17th day of December, 2018.

APPROVED:

Dennis, K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney
(/cdb 12/04/2018)

EXHIBIT "A"

Being a part of the John D. Merchant Survey, Abstract No. 850, Dallas County, Texas and also being a part of a 3 acre tract of land as described in a deed to H. F. Weber recorded in Volume 1065, page 434 of the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:
BEGINNING at an iron rod set at the North corner of the said H. F. Weber 3 acre tract of land in the Southeast line of Farmers Road (variable width);
THENCE South 45 deg. East 150.0 ft. to an iron rod set in a fence on the Northeast line of the said H. F. Weber 3 acre tract of land.
THENCE South 43 deg. 02' West 165.0 ft. to an iron rod;
THENCE North 45 deg. West 150.0 ft. to an iron rod set in the Southeast line of Farmers Road;
THENCE North 43 deg. 02' East 165.0 ft. to the place of beginning and containing 24720 square ft. or 0.568 acres, more or less.

EXHIBIT "B"



Regular Session Agenda Item: 6

Meeting Date: December 17, 2018

ITEM DESCRIPTION

Conduct a public hearing on a zoning request Z2018-25 to approve a request for a time extension on the previously approved April 2018 Special Use Permit for a temporary concrete batch plant for exclusive use within the Highland Meadows Phase III residential subdivision on property located at 2517 and 7100 Shannon Loop in a Planned Development with a R-5 base zoning (PD-R5).

BACKGROUND OF ISSUE:

The applicant has an approved construction plat for Highland Meadows Phase III. They also have approved construction plans for the related public infrastructure. The SUP was initially approved in April 2018 by City Council, with a maximum time period of 6 months (180 days).

Due to weather and utility relocation delays, the SUP expired before Lasater Road could be paved. As the utility relocation along Lasater Road is to be completed in the next 30 days, the applicant is now asking for a time extension on their SUP for an additional 90 days to be able to complete the paving of Lasater Road.

The existing zoning, land uses, and relevant portions of the City's comprehensive plan are each referenced in the attached staff report.

FINANCIAL IMPACT:

No city funds will be used for the development of this project.

RECOMMENDATION:

Besides the parcel in question, there are ninety-four (94) other properties plus six (6) parcel for public streets within 200-feet of the boundary of the subject area. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Friday, November 16, 2018. A legal ad was also published per the Texas Local Government Code in the Monday, November 12, 2018 edition of the Daily Commercial Record newspaper. Prior to the Planning and Zoning Commission meeting on Tuesday, November 27, 2018, no (zero) property owners have responded in writing or verbally (by phone) for or against the request. Three (3) letters had been returned as undeliverable by the U.S. Postal Service. No (zero) property owners at the Planning and Zoning Commission meeting. As of the date of this report, Friday, December 7, 2018, no (zero) additional property owners have responded in writing or verbally for or against the request. No (zero) additional letters have been returned as undeliverable by the U.S. Postal Service. Any responses received after the emailing of the packet to the Council will be available for review at the meeting.

The Commission voted five (5) to zero (0) in favor of recommending the approval of the request for a time extension on the previously approved April 2018 Special Use Permit for a temporary concrete batch plant for exclusive use within the Highland Meadows Phase III residential subdivision on property located at 2517 and 7100 Shannon Loop in a Planned Development with a R-5 base zoning (PD-R5). The motion for approval included all of Staff's recommended conditions (listed below).

Staff recommends approval of this request with the following three (3) conditions:

- Deliveries must access the site via Interstate 20 and Lasater Road.
- SUP is only good for 90 days.
- Operational hours limited to Monday through Friday from 7:00 AM to 6:00 PM and Saturdays from 7:00 AM to 5:00 PM.

EXHIBITS:

1. Staff Report (4 pages)
2. 2017 aerial photograph from DCAD website
3. Dimensional reference map from DCAD website
4. Zoning map (dimensional reference map with zoning information added)
5. Zoning application (2 pages)
6. Public hearing notice to newspaper
7. Public hearing notice to property owners within 200 feet (1 each - letter and 11x17)
8. List of Property Owners within 200 feet of subject parcels (3 pages of legal paper)
9. Gilco Contracting, Inc. letter to P&Z Commission from February 2018
10. Approved construction plat for Highland Meadows Phase III with batch plant location marked
11. Copy of April 2018 ordinance approving initial SUP for this site (3 pages without plat that is Exhibit 10 in this packet)



COMMUNITY DEVELOPMENT
702 NORTH HIGHWAY 175
SEAGOVILLE, TX 75159
PHONE: (972) 287-2050

DATE: DECEMBER 17, 2018
AUTHOR: JENNIFER BONNER, JUNIOR PLANNER
APPLICANT: D.R. HORTON TEXAS, LTD.
PARCELS: 650-570-710-10030000 & 650-570-710-10060000
LOCATION: LOTS 1 THROUGH 5 BLOCK E OF PROPOSED HIGHLAND MEADOWS PHASE III

REQUEST SUMMARY:

The applicant has an approved construction plat for Highland Meadows Phase III. They also have approved construction plans for the related public infrastructure. The SUP was initially approved in April 2018 by City Council, with a maximum time period of 6 months (180 days).

Due to weather and utility relocation delays, the SUP expired before Lasater Road could be paved. As the utility relocation along Lasater Road is to be completed in the next 30 days, the applicant is now asking for a time extension on their SUP for an additional 90 days to be able to complete the paving of Lasater Road.



REQUEST LOCATION: Inside City, Dallas County

SIZE OF PROPERTY	EXISTING ZONING	SURROUNDING ZONING	EXISTING LAND USE	SURROUNDING LAND USE
0.779 acres in request; 73.9 acres for total subdivision	PD-R5, Planned Development with R-5 (Single Family Residential) base zoning	Northwest: PD-R5 Southwest: R-2, Single Family Residential Northeast: Out of City (Mesquite) Southeast: R-2, Single Family Residential	Low Density Residential	Northwest: Low Density Residential Southwest: Low Density Residential Northeast: Low Density Residential Southeast: Low Density Residential

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Commission voted five (5) to zero (0) in favor of recommending the approval of the request for a time extension on the previously approved April 2018 Special Use Permit for a temporary concrete batch plant for exclusive use within the Highland Meadows Phase III residential subdivision on property located at 2517 and 7100 Shannon Loop in a Planned Development with a R-5 base zoning (PD-R5). The motion for approval included all of Staff's recommended conditions (listed below).

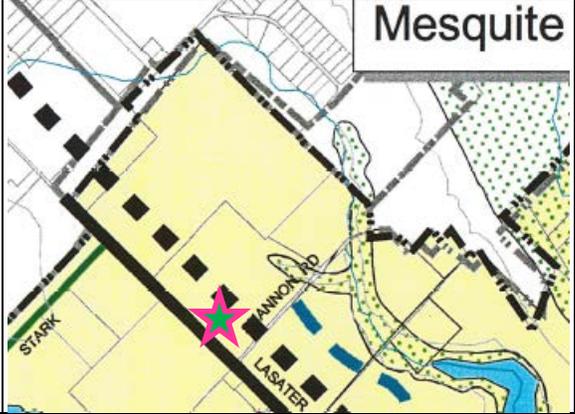
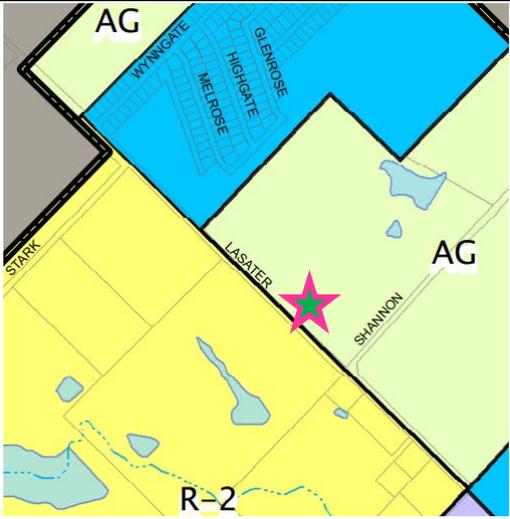
Staff recommends approval of this request with the following three (3) conditions:

- Deliveries must access the site via Interstate 20 and Lasater Road.
- SUP is only good for 90 days.

Detailed explanations follow on the attached pages.	
STANDARD:	STAFF ANALYSIS:
Development Calendar (Deadlines)	Has Met
Application Requirements	Has Met
Zoning Code	Has Met

**STAFF REPORT
Z2018-25**

- Operational hours limited to Monday through Friday from 7:00 AM to 6:00 PM and Saturdays from 7:00 AM to 5:00 PM.

COMPARISON TO ADOPTED CITY MASTER PLANS	
STAFF ANALYSIS	PLAN GOALS OR GUIDELINES
2002 Future Land Use Plan and Map	
<p>The request (green star outlined in pink) is located in a planned Low Density Residential (light yellow color) area in the map to the right. All white areas are outside the city limits of Seagoville. Areas outlined in black with blue-grey spots are with a FEMA-recognized floodplain area.</p>	<p style="text-align: center;">Meets Standard</p> 
2009 Master Thoroughfare Plan and Map	
<p>The proposed site for this request (green star outlined in yellow) will only have access to Lasater Road (labeled and shown in red). Insufficient road right-of-way has previously been dedicated for Lasater Road so additional right-of-way will be dedicated to the City during the final plat of the subdivision. Only the Lasater Road construction and paving needs to be completed once all utility relocations along its widened alignment are complete.</p> <p>Shannon (labeled and shown in blue) is immediately east of Highland Meadows.</p>	<p style="text-align: center;">Does Not Meet Standard</p> 
2009 Zoning Plan and Map	
<p>The green star outlined in pink shows the location of the temporary concrete batch plant. Although the zoning map does not reflect the fact that the property is zoned to match the earlier phases of the Highland Meadows, its zoning was changed to a matching planned development with R-5, Single Family Residential, base zoning (PD-R5) by Ordinance 14-15 in July 2015.</p> <p>The initial temporary concrete batch plant SUP was approved in April 2018 by City Council. Due to weather and utility relocation delays, the SUP expired before Lasater Road could be paved. The utility relocation along Lasater Road is scheduled to be completed in the next 30 days, so a time extension on the SUP for 90 days is being requested for completing the improvements to Lasater Road.</p>	<p style="text-align: center;">Meets Standard</p> 

REVIEW CRITERIA	STAFF ANALYSIS	
1. Will the use conform to off-street parking and loading requirements?	N/A	As this Special Use Permit (SUP) is for a temporary use, it has no parking or loading requirements other than the activities must be contained within the SUP site itself.
2. Has a site plan been submitted showing the layout of the proposed development/use?	No	A plan has been submitted for where the batch plant will be located, but nothing has been provided that shows how the use of the area itself will be laid out.
3. Are all of the ingress and egress ways adequate?	Yes	Since ingress and egress will be via existing or proposed public streets, these criteria will be met.
4. Are the size and shape of the site as well as the arrangement of the proposed structure(s) in keeping with the intent of the Code?	Yes	The application is for the smallest area needed (about 0.8 acres) for the plat to operate. There will be no structures for the batch plant that will remain on-site after all paving has been completed.
5. Will granting the permit be authorizing less than the minimum requirements in regards to height, area, setbacks, parking, or landscaping?	N/A	These items have code-defined minimums for permanent installations. This Special Use Permit is for 90 days so is not controlled by these code sections.
6. Are there any outside lighting or screening controls that needs to be installed?	N/A	Staff recommends that all lighting be pointed into the subdivision (not along Lasater). Due to short time period and large distance between the site and the closest residential uses, Staff is not concerned about the rest of these items.
7. Will the proposed landscaping and screening be compliant with all City regulations?	N/A	These requirements are usually for permanent installations. This operation will be temporary.
8. Are there any special setbacks that are needed between this use and adjoining properties?	No	The closest residential uses will be over 800-feet away to the west along Lasater Road and over 1100-feet away to the east along Lasater Road. All other nearby properties are either vacant (undeveloped) or have an agriculture-related use.
9. What type of surfacing will be applied to parking areas and drives?	N/A	The drives used to access the plant site are part of those already paved with the subdivision improvements.
10. Will curbs and drainage structures be installed as part of the project?	Yes	Only the pavement, curbs, gutters, and sidewalks along Lasater Road still need to be installed.
11. Will granting the permit be authorizing any use that is not allowed or that defies the intent of the district it will be located in?	No	The Special Use Permit portion of the code allows temporary concrete batch plants in all zoning districts.
12. Will the use be designated, located, and operated so that the public health, safety, and welfare will be protected?	Yes	The batch plant is located in the middle of three (3) new internal streets for Highland Meadows Phase III as well as Lasater Road.
13. Will the land use be compatible with other area properties located nearby?	Yes	Once Lasater has been improved, the batch plant will be removed and the area converted into residential lots.
14. Will the use conform to all provisions in the Code for the district in which the use is to be located?	N/A	The Special Use Permit portion of the code allows temporary concrete batch plants in all zoning districts.
15. Will the use facilitate public convenience at that location?	Yes	Only the improvements to Lasater Road remain in the paving portion of the project.
16. Have safeguards limiting noxious or offensive emissions, including light, noise, glare, dust, and odor been addressed?	Yes	These items will be controlled through a state permit with the Texas Commission on Environmental Quality as well as city code enforcement.

**STAFF REPORT
Z2018-25**

REVIEW CRITERIA	STAFF ANALYSIS	
17. Will the signage conform to those portions of the Municipal Code?	N/A	There will be limited signage on-site for directing deliveries as the plant will be located only during the construction and installation of to-be-dedicated public infrastructure.
18. Will the open space be maintained by the owner/developer?	N/A	Open spaces connected to the subdivision are not part of this Special Use Permit application.

Public Comments Received: Besides the parcel in question, there are ninety-four (94) other properties plus six (6) parcel for public streets within 200-feet of the boundary of the subject area. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Friday, November 16, 2018. A legal ad was also published per the Texas Local Government Code in the Monday, November 12, 2018 edition of the Daily Commercial Record newspaper. Prior to the Planning and Zoning Commission meeting on Tuesday, November 27, 2018, no (zero) property owners have responded in writing or verbally (by phone) for or against the request. Three (3) letters had been returned as undeliverable by the U.S. Postal Service. No (zero) property owners at the Planning and Zoning Commission meeting. As of the date of this report, Friday, December 7, 2018, no (zero) additional property owners have responded in writing or verbally for or against the request. No (zero) additional letters have been returned as undeliverable by the U.S. Postal Service. Any responses received after the emailing of the packet to the Council will be available for review at the meeting.





Jennifer Bonner

From: Eric R Ammerman <erammerman@drhorton.com>
Sent: Wednesday, November 7, 2018 8:54 PM
To: Jennifer Bonner
Subject: Highland Meadows Ph.3 batch plant

Ms. Bonner,

D.R. Horton would like to ask for a 90 day extension for batch plant. Reason we are requesting an additional 90 days is the delay caused by Suddenlink. They stated via email yesterday it would take them at least a month to get the line moved over. Thank you in advance to the City of Seagoville for their consideration of this request.

Thanks,

RECEIVED

FEB 16, 2018 9/18



ZONING APPLICATION

City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: 3/27/18 City Council: 4/2/18
DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required): _____

Application Type:

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

Name of Subdivision or Project: Highland Meadows, Phase III

Physical Location of Property: Lasater Road & Stockton Drive
[General Location – approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description):
J.A. Halford Survey Abstract 570

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: 0.8 Existing Zoning: SF Requested Zoning: Temporary Concrete Batch Plant
[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: D.R. Horton, Ltd Applicant or Owner? (circle one)

Contact Person: Damon Ainsworth Title: Land Development Manager

Company Name: D.R. Horton, Ltd

Street/Mailing Address: 4306 Miller Road City: Rowlett State: TX Zip: 75088

Phone: (214) 607-4244 Fax: () Email Address: dainsworth@drhorton.com

Engineer / Representative's Name: Corwin Engineering, Inc.

Contact Person: Warren Corwin Title: President

Company Name: Corwin Engineering, Inc.

Street/Mailing Address: 200 W. Belmont Dr., Suite E City: Allen State: TX Zip: 75013

Phone: (972) 396-1200 Fax: (972) 396-4987 Email Address: wcorwin@corwinengineering.com

SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DATE. (All zoning applications must be advertised in the newspaper, and notices must be mailed to all property owners within 200 feet of the subject property. Please contact City staff in advance for submittal deadlines.)

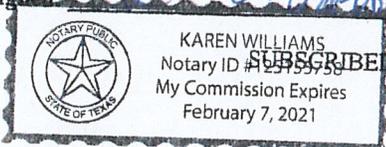
All applications must be COMPLETE before they will be scheduled for P&Z agenda. It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be obtained from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements.

All application materials (one copy) must be delivered to the City's Planner. The name, address, phone number, etc. of the City's Planner can be obtained from City staff. Failure to submit all materials to the City's Planner may result in delays scheduling the zoning application for a P&Z agenda.

Notice of Public Records. The submission of plans/drawings with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

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

Signed: [Signature] Title: Asst. Mgr. Date: 2-15-18



SUBSCRIBED AND SWORN TO before me, this the 15 day of February, 2018
[Month] [Year]

Notary Public in and for the State of Texas: Karen Williams
My Commission Expires On: 2/7/21

Office Use Only: Date Rec'd: 2/16/18 Fees Paid: \$ 250 Check #: 17324 Receipt #: _____
Zoning Case # 2018-03 Accepted By: [Signature] Official Submittal Date: 2/16/18



COMMUNITY DEVELOPMENT
702 NORTH HIGHWAY 175
SEAGOVILLE, TX 75159
PHONE: (972) 287-2050

November 8, 2018

via email:
notices@dailycommercialrecord.com

Daily Commercial Record
706 Main Street
Dallas, Texas 75202

Please publish the legal notice below in the Monday, November 12, 2018, issue of your newspaper. Please send the affidavit of publication to the ATTN: Kandi Jackson at the address above. If you need to contact Kandi, her office direct number is (972) 287-6819 and her email is citysecretary@seagoville.us Kandi's normal office hours are Monday through Friday from 8:00 AM to 5:00 PM.



**NOTICE OF PUBLIC HEARING
SEAGOVILLE PLANNING & ZONING COMMISSION
ZONING CASE Z2018-25**

A public hearing will be held by the Seagoville Planning and Zoning Commission on Tuesday, November 27, 2018, at 6:30 PM in the City Council Chambers in City Hall at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider a time extension request from D.R. Horton on the previously-approved Special Use Permit for a Temporary Concrete Batch Plant on 0.779-acres on the north side of Lasater Road between Stark Road and Shannon Loop in the Highland Meadows Phase III planned development with the existing zoning of PD-R5 (Planned Development with R-5, Residential Single Family, base zoning).

Individuals may appear at the public hearings to state their opinions or may send a written notice prior to 4:30 PM on the day of each public hearing to Jr. Planner Jennifer Bonner at 702 North U.S. Highway 175; Seagoville, TX 75159.

CITY OF SEAGOVILLE
Kandi Jackson
City Secretary



November 16, 2018

COMMUNITY DEVELOPMENT
702 NORTH HIGHWAY 175
SEAGOVILLE, TX 75159
PHONE: (972) 287-2050

**NOTICE OF PUBLIC HEARINGS
SEAGOVILLE PLANNING & ZONING COMMISSION
ZONING CASE Z2018-25**

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Individuals may appear at the public hearings to state their opinions or may send a written notice prior to 4:30 PM on the day of each public hearing to Jr. Planner Jennifer Bonner at 702 North U.S. Highway 175; Seagoville, TX 75159.

As an adjoining property owner, this is the first opportunity to voice your opinion about this project.

*Please indicate your opinion in this matter by checking the appropriate box below.
Please provide any additional comments that you might have in the provided space.
Please also sign and complete the name and address portion below.*

I am in favor of against Zoning Request Z2018-25 as it is described herein.

Additional Comments (attach additional sheets as necessary): _____

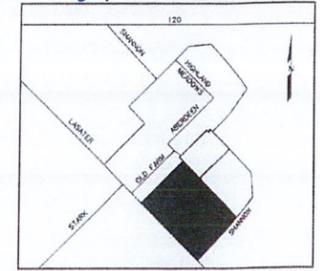
Signature(s): _____

Printed Name(s): _____

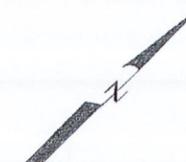
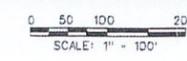
Address: _____

Phone Number: _____

NOVEMBER 15, 2018
1

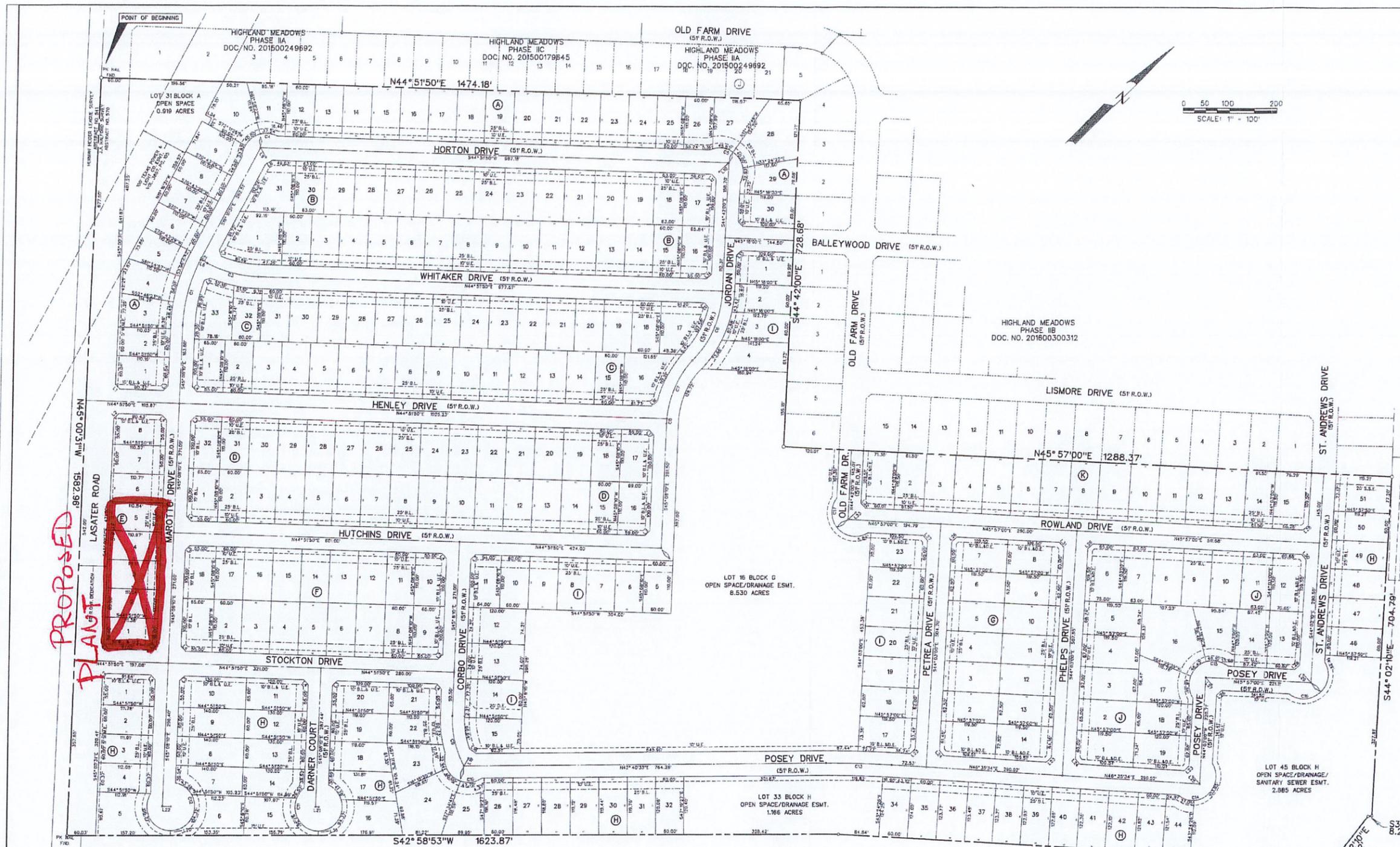


LOCATION MAP N.T.S.



LINE TABLE

LINE NO.	BEARING	DISTANCE
1.	N 89° 55' 40" E	14.13'
2.	S 00° 04' 20" E	14.16'
3.	N 00° 08' 10" W	14.14'
4.	S 89° 51' 50" W	14.14'
5.	S 20° 52' 01" W	13.76'
6.	N 70° 43' 29" E	15.85'
7.	S 66° 08' 25" E	13.67'
8.	N 12° 47' 40" E	16.95'
9.	S 77° 12' 20" E	23.01'
10.	S 00° 04' 55" W	27.68'
11.	S 89° 55' 05" W	14.08'
12.	N 89° 42' 00" W	14.14'
13.	S 00° 18' 58" W	14.14'
14.	N 00° 04' 55" E	14.20'
15.	S 85° 30' 06" E	12.95'
16.	N 04° 57' 56" E	15.34'
17.	N 89° 51' 50" W	14.14'
18.	N 76° 36' 33" E	16.59'
19.	N 15° 57' 22" W	18.15'
20.	N 46° 47' 31" W	9.95'
21.	N 44° 51' 50" E	6.51'
22.	N 44° 51' 50" E	17.48'
23.	S 01° 16' 17" W	14.06'
24.	S 88° 43' 43" E	14.22'
25.	N 89° 39' 27" W	21.69'
26.	S 00° 57' 00" W	14.14'
27.	S 89° 03' 00" E	20.51'
28.	S 00° 57' 25" W	14.14'
29.	N 89° 02' 35" W	21.92'
30.	N 89° 02' 35" W	14.14'
31.	N 89° 03' 00" W	14.14'
32.	S 89° 22' 30" E	14.22'
33.	N 00° 37' 30" E	21.80'
34.	S 72° 11' 26" W	15.00'
35.	N 15° 16' 33" W	15.00'
36.	N 46° 47' 31" W	8.72'



PROPOSED
PLANT

ZHANG HONGYIN
DOC. NO. 201300304951

CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
1.	25° 18' 31"	325.50'	143.78'	73.08'	142.61'	N32° 28' 55" W
2.	00° 33' 08"	325.50'	3.14'	1.57'	3.14'	N19° 33' 05" W
3.	25° 51' 39"	250.00'	112.84'	57.40'	111.88'	S57° 47' 40" W
4.	115° 49' 22"	50.00'	101.07'	79.74'	84.72'	N12° 47' 40" E
5.	142° 07' 12"	50.00'	124.02'	145.71'	94.59'	S89° 55' 05" E
6.	41° 10' 19"	225.00'	161.66'	84.51'	158.23'	N24° 06' 51" W
7.	38° 53' 07"	200.00'	135.74'	70.60'	133.15'	N22° 58' 15" W
8.	02° 43' 22"	200.00'	9.50'	4.75'	9.50'	N43° 46' 29" W
9.	30° 50' 11"	199.50'	107.37'	55.02'	106.08'	S60° 33' 16" E
10.	13° 14' 36"	50.00'	120.64'	131.09'	93.43'	N76° 52' 57" E
11.	62° 07' 37"	50.00'	259.94'	---	51.60'	N36° 07' 38" E
12.	68° 31' 04"	50.00'	254.37'	---	56.29'	N19° 49' 04" E
13.	03° 55' 00"	2025.50'	138.46'	69.26'	138.44'	N44° 38' 04" E
14.	161° 27' 43"	50.00'	140.90'	---	98.69'	N01° 45' 57" E
15.	163° 44' 23"	50.00'	142.89'	---	98.99'	N00° 57' 00" E
16.	159° 49' 00"	50.00'	139.47'	---	98.45'	N00° 57' 25" E
17.	159° 10' 49"	50.00'	138.91'	---	98.35'	N89° 22' 30" W

- NOTES
- Bearing are referenced to Highlands Meadows Phase I, as described in the Plat Records of Dallas County, Texas.
 - All lot lines are radial or perpendicular to the street unless otherwise noted by bearing.
 - 1/2" iron rods with "CORWIN ENGR. INC." caps set at all boundary corners, block corners, points of curvature, points of tangency, and angle points in public right-of-way unless otherwise noted.
 - C.M. - Controlling Monuments
I.R.F. - Iron Rod Found
H.O.A. - Homeowners Association
U.E. - Utility Easement
B.L. - Building Line
D.E. - Drainage Easement
S.S.E. - Sanitary Sewer Easement
- Street Name Change
 - All open spaces, drainage areas, sanitary sewer easements to be maintained by the HOA/POA.

CONSTRUCTION PLAT
OF
**HIGHLAND MEADOWS
PHASE III**
OUT OF THE
J.A. HALFORD SURVEY, ABSTRACT NO. 570
IN THE
CITY OF SEAGOVILLE
DALLAS COUNTY, TEXAS
OWNER
D.R. HORTON, LTD.
4306 MILLER RD. STE A
ROWLETT, TEXAS 75088
214-807-4244
PREPARED BY
CORWIN ENGINEERING, INC.
200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
972-396-1200

TOTAL LOTS 267
TOTAL ACRES 76.130

JANUARY 2018 SCALE: 1"=100'

Property Owners List for Highland Meadows SUP on Lasater Road

Mailed out a total of 100 certified letters on Thursday, November 15, 2018, by 5:00 pm

Subject or adjoiner?	Site Address	owner	DCAD acc't	Mailing Address 1	Address 2	City	State	Zip
Subject	2517 Shannon Loop	D. R. Horton Texas LTD	65057071010030000	4306 Miller Road		Rowlett	TX	75088-8035
Subject	7100 Shannon Loop	D. R. Horton Texas LTD	65057071010060000	4306 Miller Road		Rowlett	TX	75088-8035
Adjoiner	7200 Shannon Loop	Brooksie C. Rorie	65015013010010100	814 Faith Trail		Heath	TX	75032-5967
Adjoiner	2 Shannon Loop	James L. Rabe	65015013010020000	814 Faith Trail		Heath	TX	75032-5967
Adjoiner	1401 IH 20	Flurd Corporation	65056870010030400	c/o Spencer W. Alpert	701 5th Avenue; Suite 7100	Seattle	WA	98104-7044
Adjoiner	7500 Shannon Loop	Hongxin Zhang	65080570510030000	2901 Masters Circle		Plano	TX	75093-3405
Adjoiner	1450 Lasater Road	Louis A. Elliott Et Al	65054142510130000	315 Crestview Street		Red Oak	TX	75154-6401
Adjoiner	1500 Lasater Road	Doris Jean Jones	65054142010120000	c/o Richard T. Jones	1103 Mere Drive	Pinehurst	TX	77362-2543
Adjoiner	900 Stark Road	Doris Jean Jones	65054142010110000	c/o Richard T. Jones	1103 Mere Drive	Pinehurst	TX	77362-2543
Adjoiner	Street ROW	City of Seagoville		702 North Highway 175		Seagoville	TX	75159-1774
Adjoiner	2502 Old Farm Drive	Marta E. & Damian M. Rodriguez	500195300J0010000	2502 Old Farm Drive		Seagoville	TX	75159-5460
Adjoiner	2 Old Farm Drive	H.O.A. of Highland Meadows Inc.	500195300J0020000	c/o Margie Maxell	2500 Legacy Drive; Suite 220	Frisco	TX	75034-1848
Adjoiner	2504 Old Farm Drive	Mary A. Lopez-Verver & Trinidad Delgado	500195300J0030000	2504 Old Farm Drive		Seagoville	TX	75159-5460
Adjoiner	2506 Old Farm Drive	Edna G. & David J. Molina	500195300J0040000	2506 Old Farm Drive		Seagoville	TX	75159-5460
Adjoiner	2508 Old Farm Drive	Sharon D. Taylor	500195300J0050000	2508 Old Farm Drive		Seagoville	TX	75159-5460
Adjoiner	2510 Old Farm Drive	Robert A. Jackson	500195300J0060000	2510 Old Farm Drive		Seagoville	TX	75159-5460
Adjoiner	2512 Old Farm Drive	Latasha M. Eaglin	500195300J0070000	2512 Old Farm Drive		Seagoville	TX	75159-5460
Adjoiner	2514 Old Farm Drive	Michael A. Green	500195300J0080000	2514 Old Farm Drive		Seagoville	TX	75159-5460
Adjoiner	2516 Old Farm Drive	Joanna Walker	500195300J0090000	2516 Old Farm Drive		Seagoville	TX	75159-5460
Adjoiner	2518 Old Farm Drive	Olivia Jules & Jose Moreno	500195300J0100000	2518 Old Farm Drive		Seagoville	TX	75159-5460
Adjoiner	2520 Old Farm Drive	Marciela Medellin	500195300J0110000	2520 Old Farm Drive		Seagoville	TX	75159-5460
Adjoiner	2602 Old Farm Drive	Elida & Ernesto Hernandez Jr.	500195300J0120000	2602 Old Farm Drive		Seagoville	TX	75159-5461
Adjoiner	2604 Old Farm Drive	Amy M. Gober & Jason K. Starr	500195300J0130000	2604 Old Farm Drive		Seagoville	TX	75159-5461
Adjoiner	2606 Old Farm Drive	Elaine Gonsalves & Jay D. Bowen	500195300J0140000	2606 Old Farm Drive		Seagoville	TX	75159-5461
Adjoiner	2608 Old Farm Drive	Moila Fearon	500195300J0150000	2608 Old Farm Drive		Seagoville	TX	75159-5461
Adjoiner	2610 Old Farm Drive	Starla D. Taylor	500195300J0160000	2610 Old Farm Drive		Seagoville	TX	75159-5461
Adjoiner	Street ROW	City of Seagoville		702 North Highway 175		Seagoville	TX	75159-1774
Adjoiner	2612 Old Farm Drive	Eli Chisley III	500195300J0170000	2612 Old Farm Drive		Seagoville	TX	75159-5461
Adjoiner	2702 Old Farm Drive	Jose M. Gomez Castaneda & Manuel Gomez	500195300J0180000	2702 Old Farm Drive		Seagoville	TX	75159-4016
Adjoiner	2704 Old Farm Drive	Milton David Barton Jr.	500195300J0190000	2704 Old Farm Drive		Seagoville	TX	75159-4016
Adjoiner	2706 Old Farm Drive	Albert Deleon	500195300J0200000	2706 Old Farm Drive		Seagoville	TX	75159-4016
Adjoiner	2708 Old Farm Drive	Norman McClendon Jr.	500195300J0210000	2708 Old Farm Drive		Seagoville	TX	75159-4016
Adjoiner	Street ROW	City of Seagoville		702 North Highway 175		Seagoville	TX	75159-1774
Adjoiner	2710 Old Farm Drive	Jose G. Mata	500195400Q0050000	2710 Old Farm Drive		Seagoville	TX	75159-4016
Adjoiner	2901 Old Farm Drive	Porscha Jackson	500195400Q0040000	2901 Old Farm Drive		Seagoville	TX	75159-4017

Property Owners List for Highland Meadows SUP on Lasater Road

Mailed out a total of 100 certified letters on Thursday, November 15, 2018, by 5:00 pm

Subject or adjoiner?	Site Address	owner	DCAD acc't	Mailing Address 1	Address 2	City	State	Zip
Adjoiner	2903 Old Farm Drive	Jaime Morales & Sanjuanita N. Hernandez Castillo	500195400Q0030000	2903 Old Farm Drive		Seagoville	TX	75159-4017
Adjoiner	2905 Old Farm Drive	Regina L. & Terrence Webb Jr.	500195400Q0020000	2905 Old Farm Drive		Seagoville	TX	75159-4017
Adjoiner	2907 Old Farm Drive	John Martinez	500195400Q0010000	2907 Old Farm Drive		Seagoville	TX	75159-4017
Adjoiner	2501 Old Farm Drive	Lorena Gutierrez	500195300H0290000	2501 Old Farm Drive		Seagoville	TX	75159-5462
Adjoiner	2503 Old Farm Drive	Cesar Valdelamar	500195300H0280000	2503 Old Farm Drive		Seagoville	TX	75159-5462
Adjoiner	27 Old Farm Drive	H.O.A. of Highland Meadows Inc.	500195300H0270000	27 Old Farm Drive		Seagoville	TX	75159-5462
Adjoiner	2505 Old Farm Drive	Christopher Lambeth & Kimberly Deavila	500195300H0260000	2505 Old Farm Drive		Seagoville	TX	75159-5462
Adjoiner	2507 Old Farm Drive	Judy Lovelady	500195300H0250000	2507 Old Farm Drive		Seagoville	TX	75159-5462
Adjoiner	3000 Melrose Drive	Christopher Fuentes	500195200G0170000	3000 Melrose Drive		Seagoville	TX	75159-5464
Adjoiner	3001 Highgate Drive	Tubonemi & Patience Dikibo	500195200G0160000	3001 Highgate Drive		Seagoville	TX	75159-5464
Adjoiner	3002 Highgate Drive	Brandon B. Quach	500195200F0240000	3002 Highgate Drive		Seagoville	TX	75159-1074
Adjoiner	3001 Glenrose Drive	Shranda Nicole Pierson	500195200F0230000	3001 Glenrose Drive		Seagoville	TX	75159-1432
Adjoiner	2701 Old Farm Drive	Heather M. & Karl J. Boss Jr.	500195300E0260000	2701 Old Farm Drive		Seagoville	TX	75159-5466
Adjoiner	2703 Old Farm Drive	Saul Villegas Espino & Denisse G. Garza	500195300E0270000	2703 Old Farm Drive		Seagoville	TX	75159-5466
Adjoiner	2705 Old Farm Drive	Claudia Erika Martinez	500195300E0280000	2705 Old Farm Drive		Seagoville	TX	75159-5466
Adjoiner	2707 Old Farm Drive	Maria & Rafael P. Macias	500195300E0290000	2707 Old Farm Drive		Seagoville	TX	75159-5466
Adjoiner	Street ROW	City of Seagoville		702 North Highway 175		Seagoville	TX	75159-1774
Adjoiner	2909 Old Farm Drive	Anthony & Mary Diane Priftis	500195400P0010000	2909 Old Farm Drive		Seagoville	TX	75159-4017
Adjoiner	2911 Old Farm Drive	Jose E. Gomezruiz	500195400P0020000	2911 Old Farm Drive		Seagoville	TX	75159-4017
Adjoiner	2913 Old Farm Drive	Rodney & Jennifer Gonzales	500195400P0030000	2913 Old Farm Drive		Seagoville	TX	75159-4017
Adjoiner	2915 Old Farm Drive	Angelica & Ivan Romero Oviedo	500195400P0040000	2915 Old Farm Drive		Seagoville	TX	75159-4017
Adjoiner	2917 Old Farm Drive	Tinashe Chisenwa	500195400P0050000	2917 Old Farm Drive		Seagoville	TX	75159-4017
Adjoiner	2919 Old Farm Drive	Gary Sheffield	500195400P0060000	2919 Old Farm Drive		Seagoville	TX	75159-4017
Adjoiner	2802 Aberdeen Drive	Stephania Brown	500195300K0010000	2802 Aberdeen Drive		Seagoville	TX	75159-5467
Adjoiner	2804 Aberdeen Drive	Dwight Styles Jr.	500195300K0020000	2804 Aberdeen Drive		Seagoville	TX	75159-5467
Adjoiner	Street ROW	City of Seagoville		702 North Highway 175		Seagoville	TX	75159-1774
Adjoiner	2801 Englenook Drive	Darryl Q. Morant Sr.	500195400K0350000	2801 Englenook Drive		Seagoville	TX	75159-4010
Adjoiner	2802 Englenook Drive	Roman de Leon Hidalgo & Basulto Dayneri B. Garcia	500195400M0010000	2802 Englenook Drive		Seagoville	TX	75159-4014
Adjoiner	2801 Balleywood Drive	Alonso Orozco Varela	500195400M0300000	2801 Balleywood Drive		Seagoville	TX	75159-4020
Adjoiner	2802 Balleywood Drive	Christina M. & William P. Rowe	500195400N0010000	2802 Balleywood Drive		Seagoville	TX	75159-4022
Adjoiner	2801 Lismore Drive	Andy L. Hughes-Mendoza	500195400N0300000	2801 Lismore Drive		Seagoville	TX	75159-4030
Adjoiner	2803 Lismore Drive	Juan P. & Martha I. Lemus	500195400N0290000	2803 Lismore Drive		Seagoville	TX	75159-4030
Adjoiner	2805 Lismore Drive	Catina M. Jones & M. Taylor Lionel	500195400N0280000	2805 Lismore Drive		Seagoville	TX	75159-4030
Adjoiner	2807 Lismore Drive	Kenneth Lee Ballard Jr.	500195400N0270000	2807 Lismore Drive		Seagoville	TX	75159-4030
Adjoiner	2809 Lismore Drive	Audre Peel & Constance L. Rosemond	500195400N0260000	2809 Lismore Drive		Seagoville	TX	75159-4030
Adjoiner	2811 Lismore Drive	Walter L. Higgins Jr.	500195400N0250000	2811 Lismore Drive		Seagoville	TX	75159-4030



February 6, 2018

City of Seagoville
Attn: Ms. Jennifer Bonner
702 N. Highway 175
Seagoville, TX. 75159

Re: Temporary Concrete Batch Plant
Highland Meadows Phase 3

Ms. Bonner,

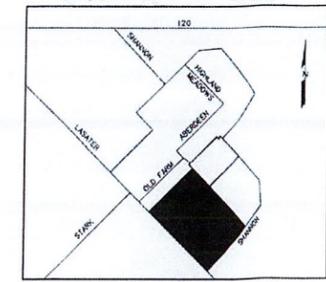
Gilco would like to set up a Temporary Concrete Batch Plant to produce concrete pavement for the improvements of Highland Meadows Phase 3 project in the City of Seagoville. The ideal location for the plant, to prevent tracking and maintain accessibility, is on Block E, lots 1-5. The total acreage of these lots is roughly 32,000sf or approximately .75 of 1 acre. With City approval, hours of operation are Monday through Friday 7AM to 6PM, and Saturday 7AM to 5PM . The plant will be used to produce concrete exclusively for the Highland Meadows project. Please let me know if you need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Leia McQuien", with a long horizontal flourish extending to the right.

Leia McQuien
Operations Director
(817) 521-1288

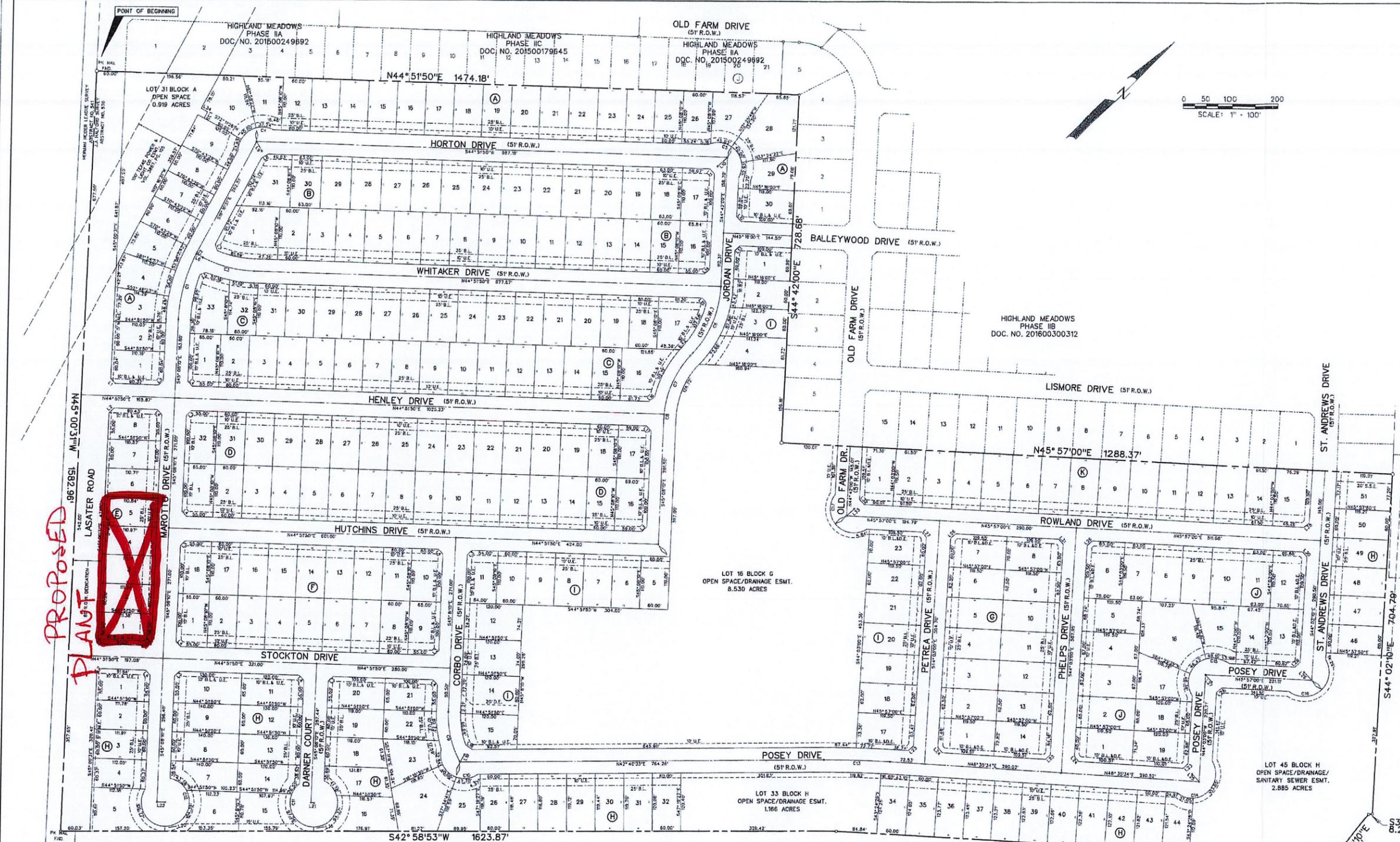
6331 Southwest Blvd.
Benbrook, Texas 76132
Office: 817.735.1600
Fax: 817.735.1613



LINE TABLE

LINE NO.	BEARING	DISTANCE
1.	N 89°55'40" E	14.13'
2.	S 00°04'20" E	14.16'
3.	N 00°08'10" W	14.14'
4.	S 89°51'50" W	14.14'
5.	S 20°52'01" W	13.76'
6.	N 70°43'29" E	15.85'
7.	S 66°08'25" E	13.67'
8.	N 12°47'40" E	16.95'
9.	S 77°12'20" E	23.01'
10.	S 00°04'55" W	27.68'
11.	S 89°55'05" E	14.09'
12.	N 89°42'00" W	14.14'
13.	S 00°18'58" W	14.14'
14.	N 00°04'55" E	14.20'
15.	S 85°30'06" E	12.95'
16.	N 04°57'56" E	15.34'
17.	N 89°51'50" E	14.14'
18.	N 76°36'33" E	16.59'
19.	N 15°57'22" W	18.15'
20.	N 46°47'31" E	9.95'
21.	N 44°51'50" E	6.51'
22.	N 44°51'50" E	17.49'
23.	S 01°16'17" W	14.06'
24.	S 88°43'43" E	14.22'
25.	N 89°39'27" E	21.69'
26.	S 00°57'00" W	14.14'
27.	S 89°03'00" W	20.51'
28.	S 00°57'25" W	14.14'
29.	N 89°02'35" E	21.92'
30.	N 89°02'35" E	14.14'
31.	N 89°03'00" W	14.14'
32.	N 89°22'30" E	14.22'
33.	N 00°37'30" W	21.80'
34.	S 72°11'26" E	15.00'
35.	N 19°16'31" W	15.00'
36.	N 46°47'31" W	8.72'

PROPOSED PLANT



CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
1.	25°18'31"	325.50'	143.78'	73.08'	142.61'	N32°28'55"W
2.	00°33'08"	325.50'	3.14'	1.57'	3.14'	N19°33'05"W
3.	25°51'39"	250.00'	112.84'	57.40'	111.88'	S57°47'40"W
4.	115°49'22"	50.00'	101.07'	79.74'	84.72'	N12°47'40"E
5.	142°07'12"	50.00'	124.02'	145.71'	94.59'	S89°55'05"E
6.	41°10'19"	225.00'	161.68'	84.51'	158.23'	N24°06'51"W
7.	38°53'07"	200.00'	135.74'	70.60'	133.15'	N22°58'15"W
8.	02°43'22"	200.00'	9.50'	4.75'	9.50'	N43°46'29"W
9.	30°50'11"	199.50'	107.37'	55.02'	106.08'	S60°33'16"E
10.	13°14'36"	50.00'	120.64'	131.09'	93.43'	N76°52'57"E
11.	62°07'37"	50.00'	259.94'	---	51.60'	N36°07'38"E
12.	68°31'04"	50.00'	254.37'	---	56.29'	N19°49'04"E
13.	03°55'00"	2025.50'	138.46'	69.26'	138.44'	N44°38'04"E
14.	161°27'43"	50.00'	140.90'	---	98.69'	N01°45'57"E
15.	163°44'23"	50.00'	142.89'	---	98.99'	N00°57'00"E
16.	159°49'00"	50.00'	139.47'	---	98.45'	N00°57'25"E
17.	159°10'49"	50.00'	138.91'	---	98.35'	N89°22'30"W

- NOTES
- Bearing are referenced to Highland Meadows Phase I, as described in the Plat Records of Dallas County, Texas.
 - All lot lines are radial perpendicular to the street unless otherwise noted by bearing.
 - 1/2" iron rods with "CORWIN ENGR. INC." caps set at all boundary corners, block corners, points of curvature, points of tangency, and angle points in public right-of-way unless otherwise noted.
 - C.M. - Controlling Monuments
 IRF - Iron Rod Found
 H.O.A. - Homeowners Association
 U.E. - Utility Easement
 B.L. - Building Line
 D.E. - Drainage Easement
 S.S.E. - Sanitary Sewer Easement
 S.C. - Street Name Change
 - All open spaces, drainage areas, sanitary sewer easements to be maintained by the HOA/POA.

CONSTRUCTION PLAT
 OF
**HIGHLAND MEADOWS
 PHASE III**
 OUT OF THE
 J.A. HALFORD SURVEY, ABSTRACT NO. 570
 IN THE

CITY OF SEAGOVILLE
 DALLAS COUNTY, TEXAS

OWNER
D.R. HORTON, LTD.
 4306 MILLER RD. STE. A
 ROWLETT, TEXAS 75088
 214-607-4244

PREPARED BY
CORWIN ENGINEERING, INC.

200 W. BELMONT, SUITE E
 ALLEN, TEXAS 75013
 972-396-1200

TOTAL LOTS 267
 TOTAL ACRES 76.130

JANUARY 2018 SCALE: 1" = 100'

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 07-2018

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, AS AMENDED, BY CHANGING THE ZONING FROM "PD-R-5" PLANNED DEVELOPMENT - RESIDENTIAL-5 TO "PD-R-5-SUP" PLANNED DEVELOPMENT - RESIDENTIAL-5 WITH A SPECIAL USE PERMIT, WHICH SHALL EXPIRE ON SEPTEMBER 29, 2018, TO ALLOW FOR A TEMPORARY BATCH PLANT, ON LOTS 1 THROUGH 5, BLOCK E, OF THE HIGHLAND MEADOWS PHASE III SUBDIVISION LOCATED ON THE NORTH SIDE OF LASATER ROAD BETWEEN STARK ROAD AND SHANNON LOOP, IN THE CITY OF SEAGOVILLE, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR AN APPROVED SITE PLAN WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; 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 TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Seagoville and the City Council of the City of Seagoville, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Seagoville is of the opinion and finds that a zoning change should be granted and that the Comprehensive Zoning Ordinance and Map should be amended: Now, Therefore,

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

SECTION 1 That the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas, as amended, be, and the same are amended by changing the zoning from "PD-R- 5" Planned Development - Residential-5 to "PD-R-5-SUP" Planned Development - Residential-5 with a Special Use Permit, which shall expire on September 29, 2018, to allow for a Temporary Batch Plant, on Lots 1 through 5, Block E, of the Highland Meadows Phase III Subdivision located on the north side of Lasater Road between Stark Road and

Shannon Loop, in the City of Seagoville, Texas.

SECTION 2. The property shall be developed and used in accordance with the development standards under the Seagoville Zoning Ordinance, ordinances of the City of Seagoville, and the following special conditions:

- (A) that the special use permit for the temporary batch plant shall be limited to the Highland Meadows, Phase III, Block E, Lots 1 through 5 only;
- (B) that the special use permit for the temporary batch plant shall expire on September 29, 2018;
- (C) that the hours of operation for the batch plant shall be from 7:00 a.m. to 6:00 p.m., Monday through Friday, and from 7:00 a.m. to 5:00 p.m. on Saturday;
- (D) deliveries shall only access the site via Interstate 20 and Lasater Road;
- (E) that the property shall be developed in accordance with the approved site plan, which is attached hereto as conditions to the use granted herein;
- (F) except as amended herein, the property shall be developed in accordance with the regulations included in Ordinance No. 14-15, Planned Development Residential 5.

SECTION 3. That the Site Plan attached hereto as Exhibit "A", and made a part hereof for all purposes, is hereby approved.

SECTION 4. That the above property shall be used only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended, and as amended herein, and that the development of the property herein shall be in accordance with building regulations, zoning ordinances, and any applicable ordinances except as may be specifically altered or amended herein.

SECTION 5. That all provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect

the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 7. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

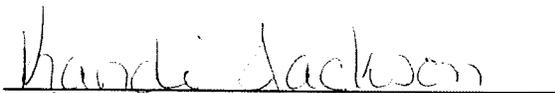
DULY PASSED by the City Council of the City of Seagoville, Texas, on the 2nd day of April, 2018.

APPROVED:



DENNIS K. CHILDRESS, MAYOR

ATTEST:


KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:


ALEXIS G. ALLEN, CITY ATTORNEY
(cdh)

Regular Session Agenda Item: 7

Meeting Date: December 17, 2018

ITEM DESCRIPTION

Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance, as amended, by changing the zoning from “PD-R-5” Planned Development - Residential-5 to “PD-R-5-SUP” Planned Development - Residential-5 with a Special Use Permit, which shall expire on December 29, 2018, with no more than two (2) three (3) month extensions, to allow for a temporary batch plant on Lots 1 through 5, Block E, of the Highland Meadows Phase III subdivision located on the north side of Lasater Road between Stark Road and Shannon Loop, in the City of Seagoville, Texas; providing for special conditions; providing for an approved site plan which is attached hereto and incorporated herein as Exhibit "A"; providing for the repeal of all Ordinances in conflict; providing for a severability clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date.

BACKGROUND OF ISSUE:

The applicant has an approved construction plat for Highland Meadows Phase III. They also have approved construction plans for the related public infrastructure. The SUP was initially approved in April 2018 by City Council, with a maximum time period of 6 months (180 days).

Due to weather and utility relocation delays, the SUP expired before Lasater Road could be paved. As the utility relocation along Lasater Road is to be completed in the next 30 days, the applicant is now asking for a time extension on their SUP for an additional 90 days to be able to complete the paving of Lasater Road.

The existing zoning, land uses, and relevant portions of the City’s comprehensive plan are each referenced in the attached staff report.

FINANCIAL IMPACT:

No city funds will be used for the development of this project.

RECOMMENDATION:

Besides the parcel in question, there are ninety-four (94) other properties plus six (6) parcel for public streets within 200-feet of the boundary of the subject area. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Friday, November 16, 2018. A legal ad was also published per the Texas Local Government Code in the Monday, November 12, 2018 edition of the Daily Commercial Record newspaper. Prior to the Planning and Zoning Commission meeting on Tuesday, November 27, 2018, no (zero) property owners have responded in writing or verbally (by phone) for or against the request. Three (3) letters had been returned as undeliverable by the U.S. Postal Service. No (zero) property owners at the Planning and Zoning Commission meeting. As of the date of this report, Friday, December 7, 2018, no (zero) additional property owners have responded in writing or verbally for or against the request. No (zero) additional letters have been returned as undeliverable by the U.S. Postal Service. Any responses received after the emailing of the packet to the Council will be available for review at the meeting.

The Commission voted five (5) to zero (0) in favor of recommending the approval of the request for a time extension on the previously approved April 2018 Special Use Permit for a temporary concrete batch plant for exclusive use within the Highland Meadows Phase III residential subdivision on property located at 2517 and 7100 Shannon Loop in a Planned Development with a R-5 base zoning (PD-R5). The motion for approval included all of Staff's recommended conditions (listed below).

Staff recommends approval of this request with the following three (3) conditions:

- Deliveries must access the site via Interstate 20 and Lasater Road.
- SUP is only good for 90 days.
- Operational hours limited to Monday through Friday from 7:00 AM to 6:00 PM and Saturdays from 7:00 AM to 5:00 PM.

EXHIBIT:

1. Ordinance with attached exhibits (4 pages)

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, AS AMENDED, BY CHANGING THE ZONING FROM "PD-R-5" PLANNED DEVELOPMENT - RESIDENTIAL-5 TO "PD- R-5-SUP" PLANNED DEVELOPMENT - RESIDENTIAL-5 WITH A SPECIAL USE PERMIT, WHICH SHALL EXPIRE ON DECEMBER 29, 2018, WITH NO MORE THAN TWO (2) THREE (3) MONTH EXTENSIONS, TO ALLOW FOR A TEMPORARY BATCH PLANT, ON LOTS 1 THROUGH 5, BLOCK E, OF THE HIGHLAND MEADOWS PHASE III SUBDIVISION LOCATED ON THE NORTH SIDE OF LASATER ROAD BETWEEN STARK ROAD AND SHANNON LOOP, IN THE CITY OF SEAGOVILLE, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR AN APPROVED SITE PLAN WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; 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 TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Seagoville and the City Council of the City of Seagoville, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Seagoville is of the opinion and finds that a zoning change should be granted and that the Comprehensive Zoning Ordinance and Map should be amended; Now, Therefore,

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas, as amended, be, and the same are amended by changing the zoning from "PD-R- 5" Planned Development - Residential-5 to "PD-R-5-SUP" Planned Development - Residential-5 with a Special Use Permit, which shall expire on December 29, 2018, with no more than two (2) three (3) month extensions, to allow for a Temporary Batch Plant, on

Lots 1 through 5, Block E, of the Highland Meadows Phase III Subdivision located on the north side of Lasater Road between Stark Road and Shannon Loop, in the City of Seagoville, Texas.

SECTION 2. The property shall be developed and used in accordance with the development standards under the Seagoville Zoning Ordinance, ordinances of the City of Seagoville, and the following special conditions:

- (A) that the special use permit for the temporary batch plant shall be limited to the Highland Meadows, Phase III, Block E, Lots 1 through 5 only;
- (B) that the special use permit for the temporary batch plan shall expire on December 29, 2018;
- (C) that the hours of operation shall be from 7:00 am. to 6:00 p.m., Monday through Friday, and from 7:00 a.m. to 5:00 p.m. on Saturday;
- (D) that the property shall be developed in accordance with the approved site plan, which is attached hereto as conditions to the use granted herein;
- (E) that the temporary permit may be extended by the City Manager for two (2) additional periods not exceeding three (3) months each.

SECTION 3. That the Site Plan attached hereto as Exhibit "A", and made a part hereof for all purposes, is hereby approved.

SECTION 4. That the above property shall be used only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended, and as amended herein, and that the development of the property herein shall be in accordance with building regulations, zoning ordinances, and any applicable ordinances except as may be specifically altered or amended herein.

SECTION 5. That all provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 7. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 17th day of December 2018.

APPROVED:

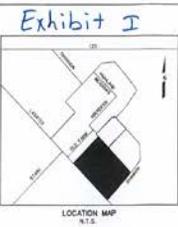
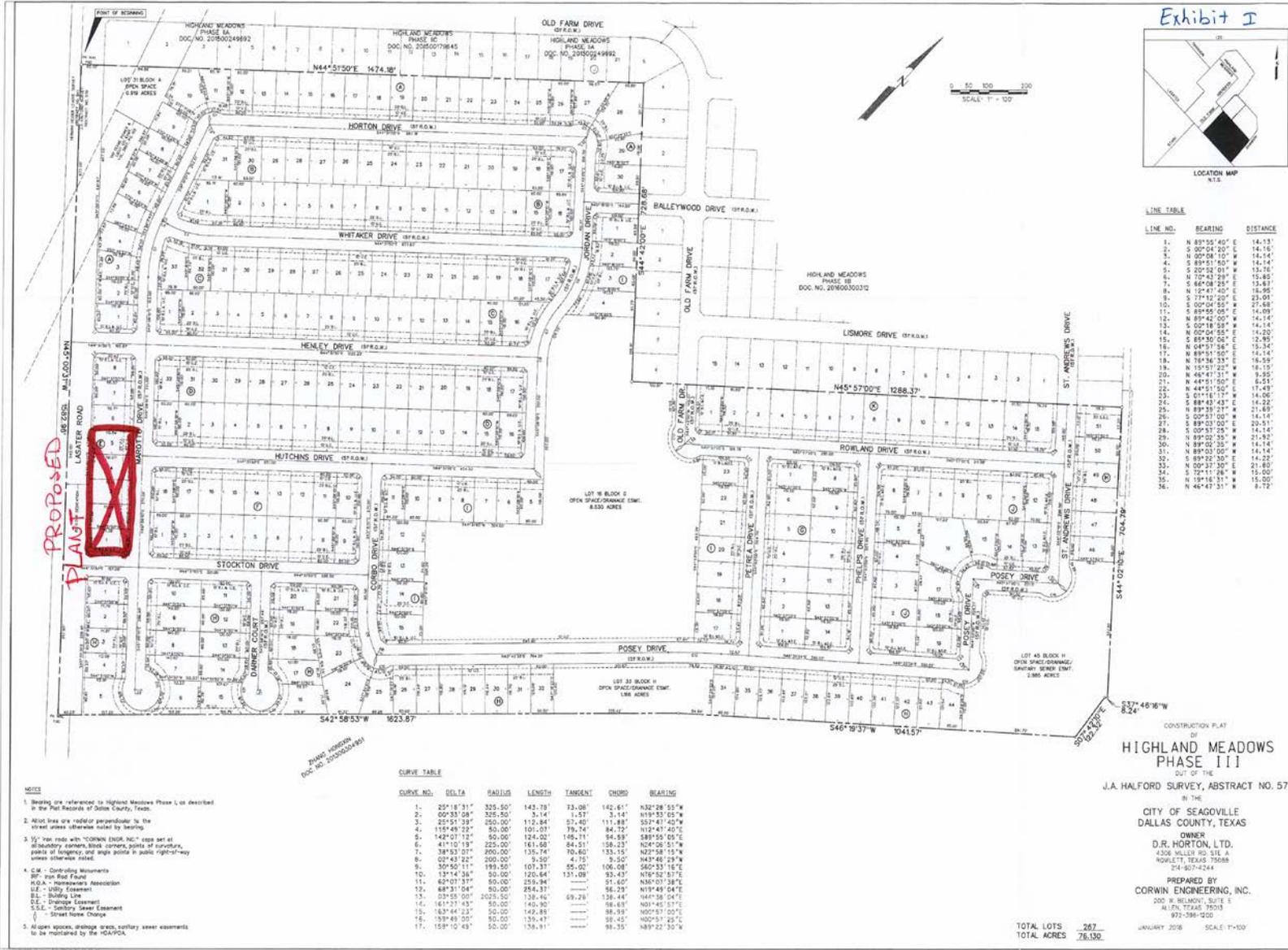
DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY
(cdb)



LINE TABLE

LINE NO.	BEARING	DISTANCE
1.	N 89°55'40" E	14.33
2.	S 00°04'20" E	14.16
3.	N 00°04'10" W	14.14
4.	S 89°51'50" W	14.14
5.	S 20°52'01" W	13.76
6.	N 70°43'29" E	13.80
7.	S 84°08'25" E	13.87
8.	N 15°47'40" E	16.95
9.	S 77°12'22" E	23.01
10.	S 00°04'55" W	27.68
11.	S 89°55'04" E	14.09
12.	N 89°42'00" W	14.14
13.	S 00°18'54" W	14.14
14.	N 00°04'55" E	14.20
15.	S 89°30'00" E	12.86
16.	N 04°57'56" E	13.34
17.	N 89°51'50" E	14.14
18.	N 78°34'33" E	16.59
19.	N 15°07'22" W	18.19
20.	N 46°47'31" E	9.50
21.	N 44°51'50" E	6.51
22.	N 44°51'50" E	11.43
23.	S 01°16'17" W	14.00
24.	S 89°43'43" E	14.22
25.	N 89°39'27" W	21.89
26.	S 00°04'00" W	14.14
27.	S 89°03'00" E	20.51
28.	S 00°04'00" W	14.14
29.	N 89°02'35" W	21.92
30.	S 89°02'35" W	14.14
31.	N 89°03'00" W	16.14
32.	S 89°02'30" W	14.20
33.	N 00°32'30" E	14.20
34.	S 72°11'26" W	15.00
35.	N 15°18'51" W	15.00
36.	N 46°47'31" W	8.72

CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
1.	20°18'31"	335.00	142.78	73.06	142.61	N32°28'51"W
2.	00°33'08"	325.50	3.14	1.57	3.14	N19°53'05"W
3.	20°51'39"	250.00	112.84	57.40	111.88	S37°41'40"W
4.	115°49'34"	50.00	100.00	79.74	84.72	N12°47'40"E
5.	142°07'12"	50.00	124.02	145.71	84.89	S89°59'09"E
6.	41°10'18"	225.00	161.68	84.51	158.23	N24°58'18"W
7.	38°53'07"	200.00	135.74	70.60	133.15	N27°58'15"W
8.	00°43'22"	200.00	9.50	4.75	9.50	N43°46'23"W
9.	30°50'11"	183.50	107.37	65.00	106.08	S60°51'18"E
10.	13°14'36"	50.00	120.64	131.09	93.43	N76°52'57"E
11.	62°03'17"	50.00	259.84	51.60	154.03	N40°03'34"E
12.	68°31'04"	50.00	254.37	56.29	154.49	N19°49'04"E
13.	23°55'00"	202.50	138.46	69.26	138.46	N47°58'04"E
14.	16°17'45"	50.00	140.90	66.63	101.45	S17°45'51"E
15.	16°34'23"	50.00	142.88	66.99	100°57'00"E	
16.	139°49'00"	50.00	139.47	38.45	N00°11'25"E	
17.	158°10'49"	50.00	139.81	99.35	N89°22'30"W	

- NOTES**
- Bearing are referenced to Highland Meadows Phase I as described in the Plat Records of Dallas County, Texas.
 - Allot lines are neither perpendicular to the street lines otherwise noted by bearing.
 - 1/2" iron rods with "CORWIN ENG. INC." cast set at all boundary corners, block corners, points of curvature, points of tangency, and angle points in public right-of-way unless otherwise noted.
 - C&M - Controlling Monument
 - RF - Iron Rod Found
 - H.D.A. - Homeowners Association
 - U.E. - Utility Easement
 - B.L. - Building Line
 - D.E. - Drainage Easement
 - S.S.E. - Sanitary Sewer Easement
 - S - Street Home Change
 - All open spaces, drainage easements, sanitary sewer easements to be maintained by the HOA/POA.

CONSTRUCTION PLAT
 OF
**HIGHLAND MEADOWS
 PHASE III**
 OUT OF THE
 J.A. HALFORD SURVEY, ABSTRACT NO. 570
 IN THE
 CITY OF SEAGOVILLE
 DALLAS COUNTY, TEXAS
 OWNER
D.R. HORTON, LTD.
 4306 MILLER RD. STE. A
 ROWLETT, TEXAS 75088
 214-671-2344
 PREPARED BY
CORWIN ENGINEERING, INC.
 200 W. BELMONT, SUITE E
 BELLEVUE, TEXAS 75008
 972-386-1200
 JANUARY 2018 SCALE: 1"=100'

TOTAL LOTS **267**
 TOTAL ACRES **76.130**

Regular Session Agenda Item: 8

Meeting Date: December 17, 2018

ITEM DESCRIPTION:

Discuss and consider a Resolution of the City of Seagoville, Texas, approving the implementation of the Traffic Control Program for residential streets and alleys utilizing traffic calming devices under the terms and conditions of the respective policy set forth therein, which is attached hereto and incorporated herein as Exhibit “A”; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing for an effective date.

BACKGROUND OF ISSUE:

During the last couple of months there have been questions about the possibility of installing speed humps to slow traffic through various neighborhoods. A policy document has been drafted per direction from the City Manager, which includes the administrative review process for determining when and where traffic calming devices may or may not be allowed.

FINANCIAL IMPACT:

City funds for this project are undetermined at this time. Each site will undergo a traffic and engineering study upon each request. City Council will approve each installation.

RECOMMENDATION:

Staff recommends adoption of the language in the traffic calming policy guide.

EXHIBITS:

1. Resolution adopting policy as guidance (2 sheets)
2. Traffic calming device policy as Exhibit A (21 sheets)

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2018

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE IMPLEMENTATION OF THE TRAFFIC CONTROL PROGRAM FOR RESIDENTIAL STREETS AND ALLEYS UTILIZING TRAFFIC CALMING DEVICES UNDER THE TERMS AND CONDITIONS OF THE RESPECTIVE POLICY SET FORTH THEREIN, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, citizens often request traffic calming devices be placed in their neighborhood to slow down speeding traffic and for safety reasons; and

WHEREAS, at the request of the City Council, staff has performed extensive research on traffic calming devices and the installation of the same; and

WHEREAS, after completing said research and reviewing various policies, staff has put together a Traffic Control Program for Residential Streets and Alleys that provides guidelines, conditions and policies for the installation of each of the respective traffic calming devices, to wit: road humps, stop signs, establishment of residential speed limits and alley speed reductions; and

WHEREAS, after discussion and review, the City Council finds it is in the best interest of the City to approve the implementation of the Traffic Control Program for Residential Streets and Alleys utilizing traffic calming devices under the terms and conditions of the respective policy set forth therein, which is attached hereto and incorporated herein as Exhibit A.

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

SECTION 1. The City Council hereby approves the implementation of the Traffic Control Program for Residential Streets and Alleys utilizing traffic calming devices under the terms and conditions of the respective policy set forth therein, which is attached hereto and incorporated herein as Exhibit A.

SECTION 2. All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of this resolution, 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 17th day December, 2018.

APPROVED:

DENNIS K CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS ALLEN, CITY ATTORNEY

(/cdb 11/27/2018)

CITY OF SEAGOVILLE

TRAFFIC CONTROL PROGRAM FOR RESIDENTIAL STREETS AND ALLEYS

SECTION 1: ROAD HUMPS INSTALLATION POLICY

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INSTALLATION POLICY	2
PROCEDURES FOR INSTALLATION	5
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POLICY	9
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SECTION 3: RESIDENTIAL SPEED LIMITS PROGRAM

POLICY	12
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SECTION 4: ALLEY SPEED REDUCTION EVALUATION PROGRAM

POLICY	13
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TRAFFIC CALMING DEVICES

POLICY	15
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APPENDIX A

APPLICATION	A1
HUMP DETAIL 1	A2
HUMP DETAIL 2	A3
HUMP DETAIL 3	A4
T.M.U.T.C.D. PAVEMENT MARKING OPTIONS	A5

ROAD HUMP INSTALLATION POLICY

FREQUENTLY ASKED QUESTIONS

The City has developed a Road Hump Program to minimize speeding and to encourage traffic safety on local residential streets. The Program provides residents the opportunity to participate in a process that may lead to the installation of road humps. Here are some highlights from the program.

What is a road hump?

- It is not the typical speed bump seen in large commercial parking lots.
- It is comparable to speed bumps in that the intent is to slow traffic speeds.
- It is a pavement overlay or other specialty device placed on the surface of a pavement in a public right-of-way that can be up to six (6) inches tall, up to twelve (12) feet in length (in the travel direction), and usually extends the full width of the pavement. The ends are often tapered flush with the paved surface at gutter lines to allow water to drain around or through them. An alley or street may have just one or it may have several placed along its entire length.

How could my street become eligible?

- A petition is supplied to the City by at least three-quarters (75%) of the residents in the petition area (as defined by the adopted policy) ***OR*** complaints to the City which result in speed detectors being placed to confirm the complaint and determine if the other requirements below have also been met.
- The measured eighty-fifth percentile (85th) speeds of vehicles traveling on the pavement of a public right-of-way regularly exceeds five (5) miles per hour over the posted speed limit. The posted speed limit of the subject street cannot exceed forty (40) miles per hour.
- Only streets with low or medium density residential uses and with no more than one (1) moving lane of traffic in each direction is eligible. The street also cannot be identified and/or classified on the City's most recently adopted Master Thoroughfare Plan as a (planned or existing) collector or arterial roadway.

Who is responsible for the cost of the installation?

- The cost may be funded by the residents entirely or shared with the City according to the extent and type of speeding problem as defined under the adopted guidelines.
- Streets that qualify for City cost-sharing are ranked in accordance with the extent of the speeding problem. If City funds are insufficient to install all eligible humps in a given fiscal year, the request will remain eligible for the next consecutive three (3) fiscal years. However, in each of these additional years, all eligible streets will again be re-evaluated with all new and existing requests.

How do I secure consideration of a specific road hump installation?

- Call the Community Development Director at the City of Seagoville at 972-287-2050.
- A meeting will be schedule to discuss the details of the program and outline the petition area so that the eligibility process can begin.

INSTALLATION POLICY

A. General

Road Humps are an effective and appropriate device for safely reducing vehicle speeds on certain types of street when installed in accordance with the provisions of this policy. Effective road hump installations should be selectively located in accordance with defined transportation engineering criteria to solely and strictly reduce documented speeding problems.

This policy promotes reasonable opportunities for residents and property owners most affected by a proposed road hump to participate in the process that may lead to a road hump installation. It also allows the neighborhood and City to work together to share the installation, maintenance, and/or removal costs in certain cases.

B. Definitions

For this policy only:

Application means the petition from the neighborhood or the form supplied by the City that requests the installation of road humps. See Appendix A for example.

Low Density Residential Dwellings means single family houses and other unattached dwelling units.

Medium Density Residential Dwellings means attached single family dwelling units, townhouses, duplexes, triplexes, some apartment complexes, and certain other City-recognized multi-family developments.

Notification area means all properties within two hundred feet (200') of the petition area. The area includes all streets and alleys (public or private) which entirely or partially occur within the two hundred feet (200').

Petition Area Residents' Share means the share of the total installation cost that is not the City's responsibility. This cost could be paid by one or more of the residents or from other private sources.

Road or **Speed hump** means a geometrically design feature of a roadway consisting of a raised or lowered area in which the roadway's pavement surface that extends transversely across the travel way whose primary purpose is to encourage the reduction in the speed of vehicles traveling along that roadway.

Speed means the eighty-fifth percentile (85th%) of measured and documented speeds. The measured eighty-fifth percentile (85th%) operating spot speeds for a minimum of one hundred (100) vehicles on a roadway or the total number of vehicles within a two-hour period measured in a non-peak hour travel time.

Street or **Petition area** means the roadway pavement length being petitioned for road hump installation. The minimum length of a pavement section is usually one thousand feet (five hundred feet in each travel direction from the proposed hump), or the entire length of the block – whichever is longer. This area cannot be divided by an intersection with a classified thoroughfare, traffic signal, or other traffic controlling devices (i.e. stop or yield sign). If the length extends into part of another block, it shall include the entire length of the second block unless separated by an offset intersection or other intervening vehicle travel way.

C. Eligible Requirements

Each of the following criteria must be satisfied for a street to be considered eligible for a road hump

installation.

1) Petition

A petition documenting that at least three-quarters (75%) of the addressed dwelling units on the street support the installation and/or potential cost-sharing described herein. Only one (1) signature from each address on the subject street is required to show support for the proposed installation.

2) Location of the street

The land use on the proposed street for the road hump installation must be primarily residential. Also at least half (50%) of the properties must be zoned for low and/or moderate density residential dwellings.

3) Operational characteristics of the street

City Staff is hereby authorized to sub-categorize those streets designated in the City's Master Thoroughfare Plan as a collector or arterial into two (2) sub-categories of minor and major. These categories shall be based upon street function and shall apply for the purposes of this policy. An appendix to this policy indicates these designations shall be added to and become a part of this policy.

- a) The street must be used to provide access to abutting low and/or moderate density residential properties and/or collect traffic for such streets. Typically, these streets are classified as local residential streets and/or minor residential collector streets on the City's Master Thoroughfare Plan.
- b) There must be generally no more than one (1) moving lane of traffic in each direction. The street cannot be designated as an aerial or major collector street on the Thoroughfare Plan.
- c) Two-way traffic volumes must be between fifteen hundred (1500) and eighteen hundred (1800) vehicles per day.
- d) The eighty-fifth percentile (85th) vehicle speed must exceed thirty-five (35) miles per hour.
- e) The street cannot be a designated truck route.
- f) The street must have a designated speed limit along the route not exceeding forty (40) miles per hour or as determined in accordance with state law.

4) Geometric characteristics of the street

- a) The street must have adequate sight distances to safely accommodate the road hump as determined by a Community Development study or an engineering traffic study.
- b) The street must not have curves or grades that prevent safe placement of the humps. Humps may be located on streets that contain curves and/or grades, but the hump itself generally must not be located within a horizontal curve, a vertical grade greater than eight percent (8%), or their immediate approaches. Other restrictions and/or constraints may be determined by a site-specific traffic engineering survey.
- c) The street must be paved. A special design must be used to minimize vehicle avoidance if the street has no curbs or gutters.
- d) The elevation of the property adjacent to a road hump must be above the top of the hump. Other circumstances related to drainage and flooding potential may dictate location of speed humps or preclude their installation as determined by the Community Development Director. Devices will not be allowed to interfere with drainage.

D. Cost Responsibility

The cost for the road hump installation (engineering studies or design – including signs, pavement markings - and if necessary, special design features such as curbing or guard rail) may be shared

between the City and residents according to how much the eighty-fifth percentile (85th) measured speed on the street exceeds the 30 miles per hour limit:

85th Percentile Speed in miles per hour	Minimum Petition Area Residents' Share of Installation Costs
36	100%
37	95%
38	90%
39	85%
40	80%
41	70%
42	60%
43	40%
44	20%
45	10%
46 or more	0%

The hump maintenance costs are the City’s responsibilities when placed in a public right-of-way.

Humps on or within a private street or other non-public easement or right-of-way shall be placed and maintained by the adjoining property owners and there is no cost-sharing opportunity with the City. The City will accept lump-sum payments only. Residents may be able to expedite hump installation by voluntarily paying the full installation cost.

E. Road Hump Removal and Alterations

The process for road hump removal and/or alterations is the same as the process for installation. Cost participation by residents shall be requires and the Petition Area Residents’ Share for removal shall be the same as the percentage that applied at the time of installation unless otherwise approved by the City Council. No refunds of the neighborhood cost participation will be paid in the event of hump removal.

F. Road Hump Location

A road hump shall not be placed in front of adjacent property owner/occupant who objects to its placement – in the case of a property containing low and/or moderate density multiple dwellings, if over half (50%) of the households within the property objects to its placement.

Upon completion of traffic studies, the City will identify the location of proposed road humps. It shall be the responsibility of the applicant(s) to provide written certification to the City that the adjacent property owner(s) are agree with the location of the hump. If the adjacent property contains attached, multi-family, or multiple dwellings, over half (50%) of the households shall be required to certify the location agreement.

G. Design Standards and Procedures

The City Manager or his/her designee shall prepare and maintain the current design standards and installation procedures for road humps in accordance with this policy.

H. Re-assessment

City Staff will re-assess this policy on an annual basis for three (3) years after its implementation. The

first re-assessment is due one year after the installation of the first road hump installed under the provisions of this policy.

PROCEDURES FOR INSTALLATION

- A. The initial application for the installation of road humps must originate from one or more residents living on the proposed street to receive a road hump installation. A request in writing from a resident or representative must be forwarded to:

Road Hump Program
City of Seagoville
Attn: Community Development Director
702 North U.S. Highway 175
Seagoville, TX 75159

- B. A preliminary determination of eligibility based on available traffic data will be made in a timely manner. If there is no available traffic data, the Community Development Director will first need to collect the necessary traffic data to determine eligibility. Collecting a reasonable amount of data may take several weeks to determine daily traffic counts and speeds during non-peak travel hours.
- 1) If the street is determined to be ineligible, the applicant(s) will be notified in writing and given the reason(s) for the determination.
 - 2) Decision of ineligibility may be appealed in writing to the City Manager within fifteen (15) days of the notification date. The City Manager will review the determination and respond to the applicant(s) within thirty (30) days of the appeal request. If the decision is appealed and the City Manager approves, the applicant will be required to pay 100% of the costs.
 - 3) If the street is determined to be eligible for consideration, a meeting will be arranged between the applicant(s) and Staff to define the petition area and the approximate hump location(s). The applicant(s) will be instructed to submit a formal petition using the forms supplied by the City indicating that a minimum of three-quarters (75%) of the low and/or moderate density dwelling households on the street support the installation and cost-sharing of road hump(s) as provided in the Road Hump Policy. Only petition forms supplied by the City of Seagoville or exact duplicates may be used.
- C. After verification of the petition, the Community Development Director will conduct the necessary studies and solicit comments and recommendations from other agencies. A determination of the street's eligibility for an installation will be made in a timely manner and will be based on this policy.
- 1) If the street is determined not to be eligible for an installation, the applicant(s) will be notified in writing and given the reason(s) for the Director's determination.
 - 2) Decision of ineligibility may be appealed in the same manner described in Section 2 above.
 - 3) If the street is determined to be eligible, the street will be placed on the list of streets eligible for a road hump installation.
- D. The Community Development Director will determine the total installation cost as well as the residents

share, if applicable.

- E. Once eligible for an installation, owners of real property lying within the notification area will be notified of the proposed action by the Community Development Director or other designated staff member. (See notification area and petition area definitions in the Installation Policy.) Notices shall include a return form to indicate support or objection to the proposed installation.
- F. If within thirty (30) days of the notice being mailed, signatures representing twenty percent (20%) or more of the property ownership within the notification area have been returned to the City stating objections to the proposed installation, a public hearing in front of City Council will be scheduled on the matter. The applicant(s) and owners of the real property will be notified of the public hearing. In addition, a reasonable effort will be made to notify each low and/or moderate density residential household along the street and the area neighborhood associations of the public hearing.
- G. If the City Council approves the installation after a public hearing, the Community Development Director or other designated staff member will place the street on the list of streets eligible for a road hump installation.
- H. Depending on the method used to pay for the cost of the installation, one of the two (2) following sections will apply. Section 1 will apply if there is no City participation in the installation cost (i.e. cost paid fully by voluntary private funds). Section 2 will apply if the residents request any City participation in paying for the cost of the installation – if that option is available under Section D of the Installation Policy.
 - 1) Once a street is placed on the list of streets eligible for a road hump installation, the City will submit an invoice for the cost of the installation to the neighborhood representative. Upon receipt of payment, the installation will be scheduled. If full payment has not been received within one year (365 days) from the statement date, the street will be removed from the list of streets eligible for a road hump installation. All monies received, if any, will be returned to the payer.
 - 2)
 - a) Annually the City Manager will submit a report containing a list of streets eligible for a road hump installation that require City funding (either in whole or in part) to the City Council. The report will rank requests in priority order determined by the following calculation:

Criteria	Ranking Item Data	Multiplier	Value
1	Percent of vehicles exceeding the posted speed limit	times	daily traffic volume = _____
2	Number of schools, parks, churches, and other public institutions (hospitals, nursing homes, etc.)	times	50 = _____
3	Percent of petitioning households	times	15 = _____
4	Number of reported accidents in previous 12 months	times	12 = _____
TOTAL RANKING VALUE			= _____

- b) The street yielding the highest numerical ranking value as calculated above will be considered

to have the highest priority. The street with the earliest application date will have the highest priority among streets with the same total ranking value. The City Manager's report will contain the ranked listing of streets approved (and applied for) together with all the data used to calculate each total ranking value, number of humps in each installation, estimated installation and maintenance costs, the City's cost-share quantity, petitioning residents' cost-share quantity, application date, payment due date, and cumulative City cost. The report will also list all road hump installation requests that have been denied under the procedure in Section B1 or C2. In addition, it should list all pending requests and their status in the review process. A street that does not receive funding approval will automatically be considered in the following fiscal years for a maximum of three (3) additional fiscal cycles. After that, a new request and petition are required.

- c) Representatives of the applicants for all approved installations will be notified as to which requests have been funded for the coming fiscal year as determined by the ranking list. Those eligible projects which are not funded will remain on the list of projects for the next evaluation funding cycle.
- d) Eligible installations not included in the funding group can be approved if their full installation cost (including the City's share) is voluntarily paid, as provided in above Section H1.
- e) City funds not expended due to non-payment by residents can be applied toward the next highest ranking eligible unfunded installation project. Should these funds be insufficient to cover the City's portion of that installation and the applicants do not want to voluntarily pay the difference, these funds can then be made available to the second-highest ranking project; then the third-highest, and so forth. Alternatively, these funds may be carried over to the next fiscal year and re-allocated as part of the annual budget process.
- f) Upon funding approval and receipt of residents' payment, the hump(s) will be installed per scheduling permits. If the total payment of the residents' share has not been paid within one year (365 days) from the invoice date, the street will be removed from the list of approved installation.

ROAD HUMP PETITION

The undersigned hereby petition for installing road humps in the _____ block(s) of _____
 between _____ and _____.

I understand that by signing this petition does not obligate me to financially participate in the cost of installing, maintaining, or removing a Road Hump. I also understand that the provisions of the Road Hump Policy contain requirements for sharing the installation and/or removal cost between the City of Seagoville and the residents of the Petition Area specified above. I further understand that any eligible hump project will not be completed if the residents' share is not paid within one year (365 days) from the invoice date sent by the City to the residents' representative.

Date	Name (printed)	Signature	Address	Phone	OK to install in front of my house	Pledge Amount

Name of residents' representative: _____; Address: _____; Phone: _____

Return all petitions to the City Community Development Director; City of Seagoville; 702 North U.S. Highway 175; Seagoville, TX 75159.

Please record all unoccupied (vacant) dwellings in the petition area. List all schools, parks, churches, and other institutions on the street.

STOP SIGN INSTALLATION POLICY

The Texas Manual of Uniform Traffic Control Devices (TMUTCD) for the installation of stop signs will be used as requirements along with some of the following local guidelines. A stop sign study will be required for new (not replacement) installations along existing streets. (Attached)

A. Warranted Stop Signs

Stop signs shall not be used solely as speed control or traffic diverter devices. In most cases, they will be installed in the following circumstances.

- As an interim measure until signalization is warranted and can be achieved.
- The state laws in Texas require that vehicles on all minor streets and driveways stop and yield right-of-way to the major street. Thus, unless signals are present, Stop Signs may be installed designating all lesser size streets to stop in accordance with the following hierarchy:
 1. Freeways and Interstates
 2. Major Arterial
 3. Minor Arterial
 4. Major Collector
 5. Minor Collector
 6. Residential or Local Streets
- At locations where adequate visibility does not exist.
- As determined by a traffic engineering study.
- Where there has been an average of three (3) accidents in a twelve (12) month period that are deemed to be avoidable (correctable) by the installation of (a) stop sign(s).
- Local streets parallel to an arterial street - and separated by three hundred feet (300') or less – shall be required to stop at its intersection to the street feeding the arterial.

B. Multi-Way Stop Sign

The Multi-Way Stop Sign” installation is useful as a safety measure at some locations. It should ordinarily be used only where the volume of traffic on the intersecting roads is approximately equal. A traffic control signal is more satisfactory for an intersection with a heavy volume of traffic. Any of the following conditions may warrant a multi-way stop sign installation:

- Where traffic signals are warranted and urgently needed, the multi-way stop sign is an interim measure that can be installed quickly to control traffic while arrangements are being made for the signal installation.
- An accident problem, as indicated by five (5) or more reported accidents in a twelve (12) month period of a type that are correctable by the installation of a multi-way stop sign. Such accidents include right- and left-turn collisions as well as right-angle collisions.
- Minimum traffic volumes must meet the following:
 1. Total vehicular volume entering an intersection from all approaches must average at least five hundred (500) per hour for any eight (8) hours of an average day, and
 2. The combined vehicular and pedestrian volume from the minor street or highway must average at least two hundred (200) units per hour for the same eight (8) hours, with an average delay to minor street vehicular traffic or at least thirty (30) seconds per vehicle during the maximum hour, but

3. When the 85th percentile approach speed of the major street traffic exceeds forty (40) miles per hour, the minimum vehicular volume warrant is seventy percent (70%) of the above requirements.
- Any potential situation where vehicular volume does not meet the above requirements, the Community Development Director may install multi-way stop signs as a preventative or safety measure.

C. Stop Sign Removal or Relocation

When a stop sign is removed or relocated, thereby creating a situation where one or more directions will no longer stop, a “Cross Traffic Does Not Stop” warning sign shall be installed adjacent to the stop signs that remain. The warning sign shall be installed for not less than thirty (30) days. After the minimum requirement has been satisfied, the warning sign and post may be removed. To mitigate the possibility of violating familiar motorist expectations, stop signs installed on collector or arterial street approaches the previously did not stop, should be double-mounted (one sign above the other).

D. Yield Sign

The Yield sign assigns right-of-way to traffic on approaches or specific lanes at an intersection.

Vehicles controlled by a yield sign need stop only when necessary to avoid interference with other traffic given the right-of-way.

STUDY FORM

Location: _____

Date: _____

SCOPE:

Stop signs are installed along all arterial and collector streets. Residential streets rarely need a stop sign control unless the vehicular and/or pedestrian volumes, a high frequency of right-angle collisions, or non-correctable blind corners are present. A controlled intersection is not necessarily a safe intersection. A decrease in accidents may occur because of an installation, but the intensity of damage and injuries increase for the traffic accidents that occur after the installation. Speed control is not the function of a stop sign. The following are the minimum warrants for one- and two-way stop signs. If any of the following conditions are sufficiently met, the Community Development Director may (though not required) direct such an installation. The stop sign(s) shall stop the street having the lower amount of traffic unless sign-distance requirements necessitate a reversal of this procedure.

WARRANTS:

A. Volume Requirement: The total intersection volume must exceed twelve hundred (1200) vehicles per day.

Major Street Name: _____

Approach Direction: _____ Volume toward intersection: _____ vehicles per day

Approach Direction: _____ Volume toward intersection: _____ vehicles per day

Minor Street Name: _____

Approach Direction: _____ Volume toward intersection: _____ vehicles per day

Approach Direction: _____ Volume toward intersection: _____ vehicles per day

Has the volume requirement been met? Yes No

B. Collision Requirement: The number of average right-angle collisions for the each of last three years must exceed three (3).

	1st Year	2nd Year	3rd Year	4th Year	Average
Year	_____	_____	_____	_____	_____
Collisions	_____	_____	_____	_____	_____

Has the collision requirement been met? Yes No

C. Blind Corner:

Does a Blind Corner exist? Yes No

Can it be corrected? Yes No

CONCLUSION: Stop sign(s) should be installed? Yes No

Place all comments on the back of this sheet

Report completed by: _____

Title: _____

RESIDENTIAL SPEED LIMITS PROGRAM

POLICY

Frequently, neighborhoods raise concerns about the speed of traffic through their area. The City recognizes the concerns of the residents while also acknowledging that the primary purpose of the roads is to move traffic as efficiently and safely as possible. The purpose of this policy is to identify the procedures that will be followed when complaints are received regarding speed issues in residential areas. This policy recognizes that the prima fascia speed limits in residential areas is thirty (30) miles per hour, as set by the State of Texas. This speed limit shall be in effect unless it is determined following the procedures outlined below that the speed limit(s) should be changed.

A. Specific Residential Speed Complaint

If a complaint is received about a specific location, the assumption is that the posted speed limit is valid and increased enforcement may be needed to reinforce the limit. The location will be added to a Residential Radar Enforcement form. When the complaint is received, it will be forwarded to the Operations Captain of the Patrol Division for resolution. The Operations Captain will designate an officer to respond to each complaint. The responding officer will conduct radar enforcement in the area and complete the information required in the Residential Radar Enforcement form. The designated officer will turn the Residential Radar Enforcement form in to the Operations Captain who will then contact the complainant and explain any enforcement activity. In the absence of the Operations Captain the on-duty Patrol Sergeant will assume this task.

Daytime Patrol Officers are required to work a minimum of two (2) separate thirty (30) minute segments of residential radar dependent on available time when not on service calls. Those roadways for which complaints have been received will be given priority for traffic enforcement.

The Operations Captain or his designee will contact the complainant after a week of enforcement activity in the area to obtain feedback on the action.

If it is determined that enforcement action does not satisfactorily address the complaints, the Community Development Director will conduct a speed study, utilizing the eighty-fifth percentile (85th%) to evaluate the appropriateness of the speed limit.

B. Procedures for Speed Limit Evaluation

If residents of a specific area wish to have the speed limit(s) of a neighborhood evaluated, a written request may be submitted to the Community Development Director. A study will be completed by the Community Development Director. Residents are invited to participate in the study. The Community Development Director managing the study process will contact the neighborhood representative and offer an opportunity to review the data collected through the study.

Once the study is completed, the Community Development Director will determine if the speed limit(s) should be raised, lowered, or left unchanged and make recommendations through the proper chain of command for review and presentation to City Council. Local streets in residential areas will not be increased above thirty (30) miles per hour.

Upon completion of the study, the Community Development Director along with the police department, will work together with the neighborhood representative to educate the neighborhood about any needed changes and to assist in an information program to explain to the residents about

how speed limits are established or changed.

Additional speed studies will not be conducted more frequently than once each year unless in the opinion of the Community Development Director conditions have changed which would warrant a study within a year (365 days) of the last study.

C. Speed Study Methodology

Authorized City personnel will install a traffic and data collection monitoring device that measure the speed of vehicles in a 7-day period or the first one hundred (100) vehicles, whichever comes first. The measurements will take place during peak and off-peak hours and each vehicle's speed will be collected in the system's database. The recommended speed limit will be considered through the eighty-fifth percentile (85th) range rounded to a five (5) mile per hour increment in addition to sight distances, drainage features, pavement conditions, and accident history.

ALLEY SPEED REDUCTION EVALUATION PROGRAM

General:

The importance of motorists complying with adopted speed limits is recognized by the City. Therefore, an evaluation program to test the effectiveness of raised pavement markings (traffic buttons, jiggle bars, and other similar devices) has been adopted. Based on the results of this test program, a policy may be adopted by the City of Seagoville after no less than six (6) months of testing and experience with raised pavement markers as a means of achieving speed reduction in alleys.

A. Consideration Request for Alley Speed Control Program

Consideration will be given to the first three (3) alley locations where a petition has been received with appropriate signatures for the Pilot Program. The following conditions must exist for the Speed Reduction Program to be conducted and completed in a neighborhood:

1. A neighborhood representative must meet with the Community Development Director to discuss the problem and obtain copies of petition forms and policies for the Alley Speed Reduction Evaluation Program. The minimum alley length will be that will be considered for the Speed Reduction Program is one (1) city block unless the Community Development Director finds that special circumstances warrant an installation area that is less than one (1) city block.
2. Ninety percent (90%) of residents adjacent to the affected alley must sign the provided petition form indicating agreement with the use of raised pavement markings (buttons, jiggle bars, etc.) in the alley and participate in a post-installation evaluation of the project's effectiveness. Further, the residents must indicate on the petition form their agreement for the installation to be adjacent to their property.
3. Within fifteen (15) days of the receipt of a petition meeting the above criteria, the Community Development Director will complete a proposal for installation which will be subject to the review and comment by the City's Traffic Consultant.
4. A copy of the proposed plan – including cost estimates for markings, striping, signs, other supplies, and equipment plus estimated labor costs – shall be presented to the designated neighborhood representative.
5. Upon payment of the costs of the implementation of the plan, materials for the project will be

ordered and installation will be completed by the City. For the pilot program, the City of Seagoville will pay cost estimates associated with the review by the Traffic Consultant. All other approved petition installations will include all Traffic Consultant's review costs in the proposed plan costs to be paid by the residents.

6. Removal of alley speed control devices may be accomplished by submitting a petition to the Community Development Director containing signatures of ninety percent (90%) of residents adjacent to the affected alley or a vote of the Seagoville City Council after holding a public hearing on the matter. In cases where residents petition for the removal of raised markings, the installation funds will not be refunded.

B. Additional Information:

For additional information about the Program, please contact:

City of Seagoville
Attn: Community Development Director
702 North U.S. Highway 175
Seagoville, TX 75159

TRAFFIC CALMING DEVICE

These guidelines are intended to be resource for when a development, facility, or property, within the City of Seagoville, is requesting to install traffic calming devices within streets, roadways, fire apparatus access roads, or emergency access easement, commonly referred to as “Fire Lane” for Fire Department Access.

All traffic calming devices for the purposes of these guidelines and any other guidelines or requirements of the Fire Department shall conform to the 2018 International Fire Code, as adopted and amended by the City of Seagoville. All devices shall be approved separately by the City of Seagoville Community Development Director.

Speed Humps

- 1) There are two speed hump designs recommended by the Seagoville Fire Marshal.
 - a) 14-foot long speed hump for streets with posted speed limits of 25 m.p.h. or less (**Detail 1**)
 - b) 22-foot long speed hump for streets with posted speed limits of 30 m.p.h. or less. (**Detail 2**)
- 2) Speed hump designs are 3 inches at their highest point and vary in width, depending on the width of the road traversing.

Marking

- 1) Markings of speed humps shall comply with Texas Department of Transportation Manual on Uniform Traffic Control Devices.
- 2) Available at: <http://ftp.dot.state.tx.us/pub/txdot-info/trf/tmutcd> or from the Fire Marshal’s office.

Submittal Requirements

- 1) A site plan/drawing of the proposed locations of the devices, to include property lines, buildings, obstructions, and roadways. Indicate location of fire lanes and fire hydrants in the area.
- 2) Detail of the construction of the speed hump showing width, length, max height, markings.

TRAFFIC CALMING DEVICE APPLICATION

City of Seagoville, Texas

Neighborhood: _____

Installation of Device(s): _____ Removal of Device(s): _____

Contact Person: _____

Title: _____

Company Name: _____

Street/Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email Address: _____

Limits of requested study area (i.e. number of blocks, address to address): _____

Petition attached from neighborhood? No Yes; Number of sheets? _____

Office Use Only

Initial application fee: \$ _____ Notification fee if qualifies: \$ _____

Applicant's installation share if qualifies: _____% Applicant's approximate installation fee: \$ _____

Zoning on street as addresses increase: Left side: _____ Right side: _____

- 75% of addresses are low and/or moderate density dwelling households? Yes No
- Over 50% of addresses support the installation/removal? Yes No
- Over 50% of addresses will participate in cost-share? Yes No

Total number of lots on in study area: _____ 50% = _____ 75% = _____

Traffic study available? Yes No; Approx. begin date _____; Approx. end date _____

Results of traffic study: _____

Results of geometric and flood study: _____

Recommendation from study: Do Nothing Stop Sign Yield Sign Warning Sign Speed Hump Other

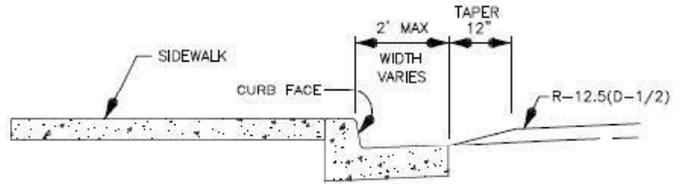
Classification from Master Thoroughfare Plan: _____

Does studied street have an at-grade intersection with a

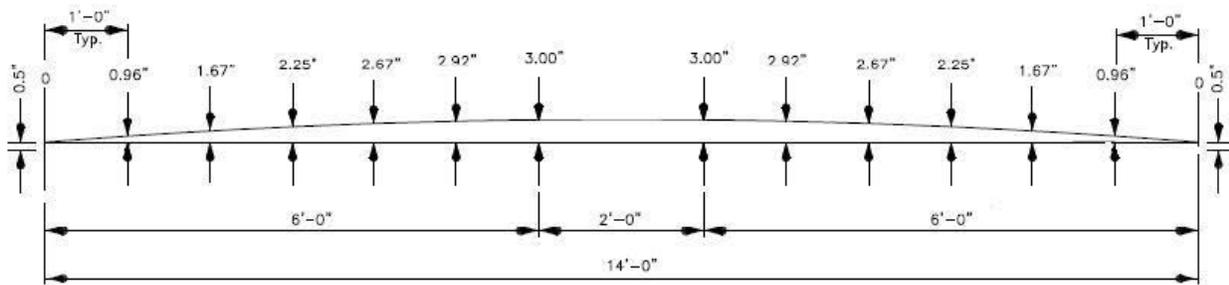
- Major Arterial? No Yes; Which one? _____
- Minor Arterial? No Yes; Which one? _____
- Major Collector? No Yes; Which one? _____
- Minor Collector? No Yes; Which one? _____
- Other classified roadway in the Master Thoroughfare Plan? No Yes; Which one? _____

TRAFFIC CALMING DEVICE

IMPORTANT: Speed Humps to be 3" in height to provide maximum effectiveness, while not being overly restrictive to emergency police and fire vehicles.



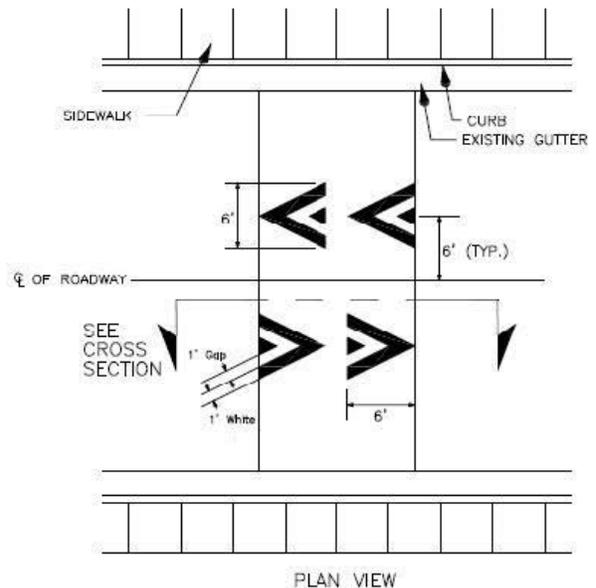
EDGE DETAIL



CROSS SECTION

NOTES:

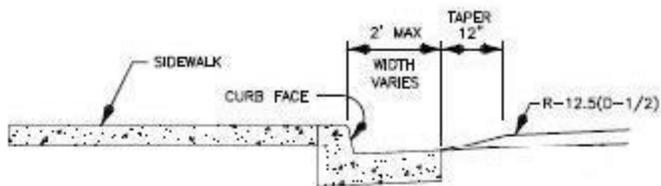
1. Speed humps shall not be placed over manholes, water valves, survey monuments, etc.
2. Speed humps shall not be installed in a location such that roadway drainage is compromised.



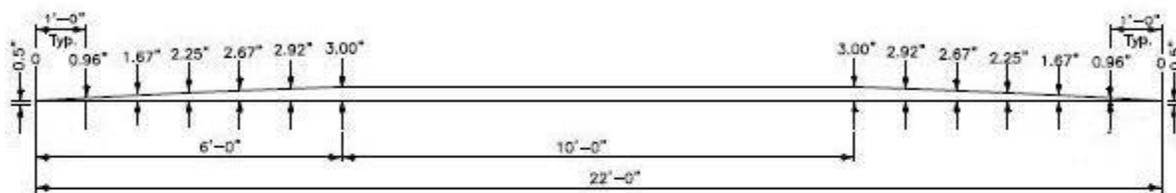
PLAN VIEW

**Hump Detail 1:
On-site Constructed 14-foot by 3-inch
by 27-foot Concrete Speed Hump**

IMPORTANT: Speed Humps to be 3" in height to provide maximum effectiveness, while not being overly restrictive to emergency police and fire vehicles.



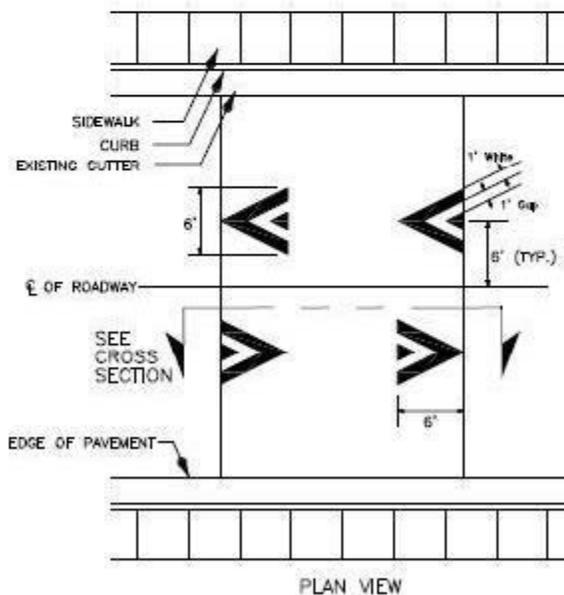
EDGE DETAIL



CROSS SECTION

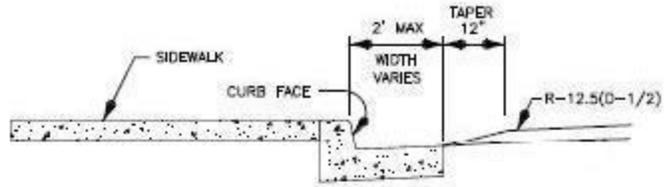
NOTES:

1. Speed humps shall not be placed over manholes, water valves, survey monuments, etc.
2. Speed humps shall not be installed in a location such that roadway drainage is compromised.



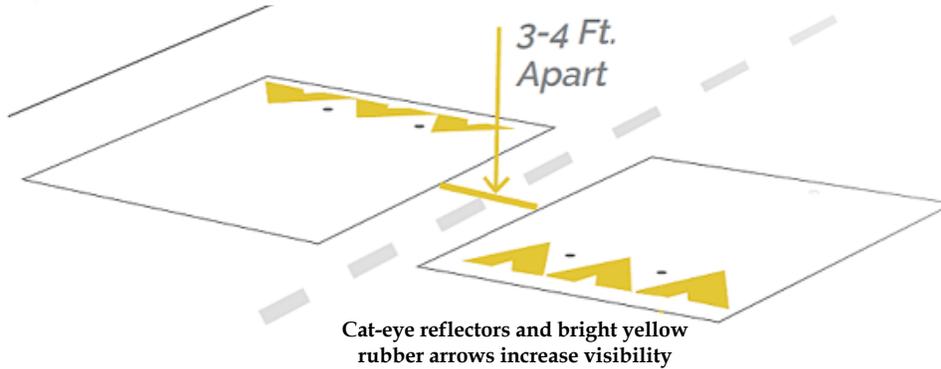
**Hump Detail 2:
On-site Constructed 22-foot by 3-inch
by 27-foot Concrete Speed Hump**

IMPORTANT: Speed Humps to be 3" in height to provide maximum effectiveness, while not being overly restrictive to emergency police and fire vehicles.



EDGE DETAIL

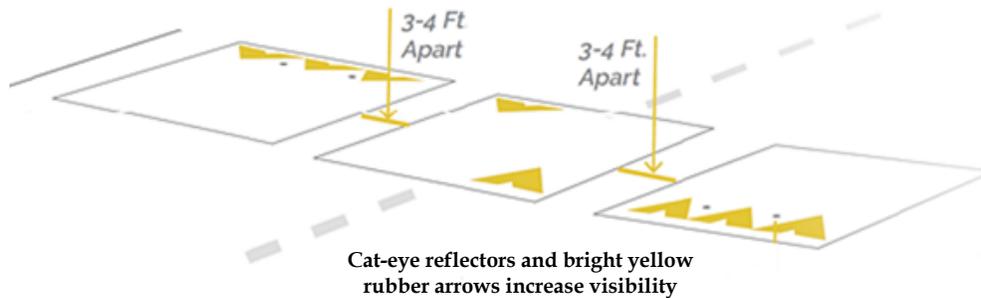
Narrow Street Layout (under 26-feet):



NOTES:

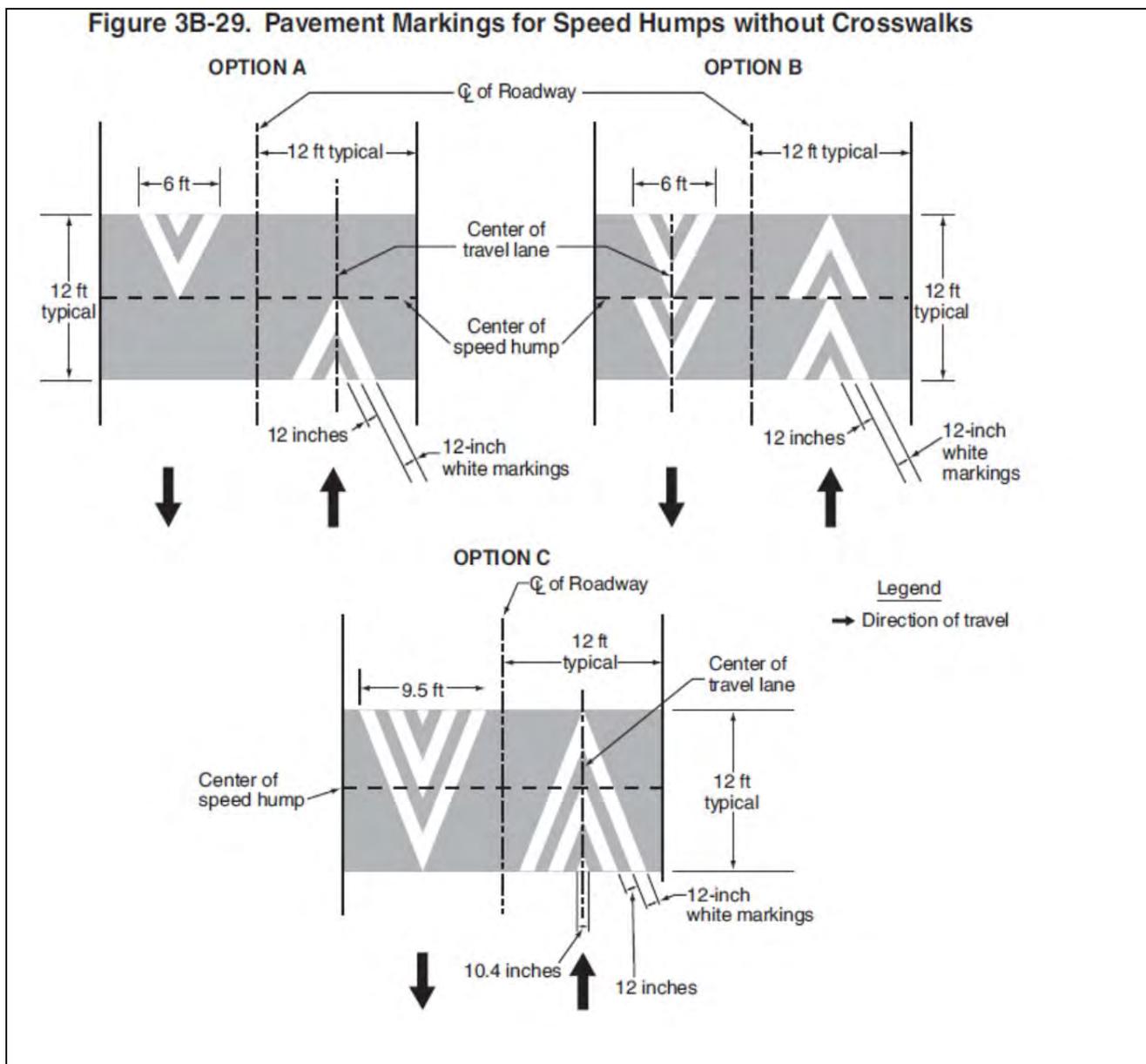
- 1. Speed humps shall not be placed over manholes, water valves, survey monuments, etc.
- 2. Speed humps shall not be installed in a location such that roadway drainage is compromised.

Wider Street Layout (over 26-feet):



**Hump Detail 3:
Surface-Mounted 6-foot by 3-inch by 6-foot-8-inch
Speed Hump**

Sample Pavement Markings from TxDOT Manual on Uniform Traffic Control Devices (2011).



Regular Session Agenda Item: 9

Meeting Date: December 17, 2018

ITEM DESCRIPTION

Discuss and consider a Resolution of the City of Seagoville, Texas authorizing the purchase of one (1) 2019 Chevrolet 1500 Silverado 4x2 double cab pickup in an amount not to exceed \$26,915.00 from Caldwell Country and installation of equipment and graphics in an amount not to exceed \$2,454.33 from Pursuit Safety, Inc. for a total cost of \$29,369.33; and providing an effective date.

BACKGROUND OF ISSUE:

The Community Development Department request approval for the purchase of a new pickup truck during FY 2018-2019 budget that was approved in the FY 2018-2019 Budget.

It is being purchased from Caldwell Country through the Houston-Galveston area Council (HGAC) Buy Program. The lights and decal will be done by Pursuit Safety. Caldwell Country will have the truck ready in about 90 days. Pursuit Safety will need at least two weeks for lights, and decals to match the Seagoville Building Inspections apparatus.

FINANCIAL IMPACT:

The purchase price for the pickup is \$26,915.00

The purchase price for the lights and decal for the pickup is \$2,454.33

RECOMMENDATION:

EXHIBITS

Resolution

Quote for Chevrolet pickup with Pictures

Quote for lights and decal for Chevrolet pickup

RESOLUTION NO. ____-R-18

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF ONE (1) 2019 CHEVROLET 1500 SILVERADO 4X2 DOUBLE CAB PICKUP IN AN AMOUNT NOT TO EXCEED \$26,915.00 FROM CALDWELL COUNTRY AND INSTALLATION OF EQUIPMENT AND GRAPHICS IN AN AMOUNT NOT TO EXCEED \$2,454.33 FROM PURSUIT SAFETY, INC. FOR A TOTAL COST OF \$29,369.33; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Administration has determined there is a need to purchase a Chevrolet double cab pickup for the Community Development Department; and

WHEREAS, the City Council authorized the expenditure in the FY 2018-2019 Community Development Department budget; and

WHEREAS, the purchase of the herein described vehicle complies with City specifications and can be competitively procured from Caldwell Country through the Houston-Galveston Area Council (HGAC) Buy Program; and

WHEREAS, the City council of the City of Seagoville finds it to be in the public interest of the City to authorize the herein described purchase.

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

SECTION 1. The City Council hereby authorizes the purchase of one (1) 2019 Chevrolet 1500 Silverado 4x2 double cab pickup in an amount not to exceed twenty six thousand nine hundred fifteen dollars and no cents (\$26,915) from Caldwell Country and installation of equipment and graphics in an amount not to exceed two thousand four hundred fifty four dollars and thirty-three cents (\$2,454.33) from Pursuit Safety, Inc. for a total cost of twenty nine thousand three hundred sixty nine dollars and thirty-three cents (\$29,369.33).

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 17th day of December, 2018.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY
(/cdb 11-27-2018)

QUOTE# 00B-COMM SVC

CONTRACT PRICING WORKSHEET

End User: CITY OF SEAGOVILLE	Contractor: CALDWELL COUNTRY
Contact Name: SGT. TIM TALLEY	CALDWELL COUNTRY
Email: TTALLEY@SEAGOVILLE.US	Prepared By: Averyt Knapp
Phone #: 972-287-5813 214-549-7643 -C	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: SEAGOVILLE	Fax #: 979-567-0853
Date Prepared: OCTOBER 29, 2018	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872

Product Description: 2019 CHEVROLET 1500 SILVERADO 4X2 DBL CAB CC15753

A Base Price & Options: \$26,515

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-DOUBLE CAB, 5.3L-V8, 6-SPD AUTOMATIC, 40-20-40 CLOTH SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, SHORT BOX, REAR STEP BUMPER, REAR VISION CAMERA	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
Subtotal C					

D Other Price Adjustments (Installation, Delivery, Etc...)

Subtotal D INCL

E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D) \$26,515
Quantity Ordered 1

Subtotal E	\$26,515
F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
BUY BOARD	\$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	\$26,915
Estimated Delivery Date:	Q1-2019



C

CALDWELL
COUNTRY





Pursuit Safety, Inc.

4947 State Hwy 276, Royse City, TX 75189

Phone: 972-772-4747

Fax 972-722-1624

Info Email to Sales@pursuitsafety.com



RO#: 34118

Estimate

Page: 1

Sold To:

CITY OF SEAGOVILLE
Sgt. Tim Talley
600 NORTH HWY 175
Seagoville, TX 75159
Pn: (214) 549-7643

Bill To:

CITY OF SEAGOVILLE
Sgt. Tim Talley
600 NORTH HWY 175
Seagoville, TX 75159
Pn: (214) 549-7643

Vehicle:

2018 CHEVROLET 1500
Eng: Tran:
VIN:
Mileage In: Out:
P Date: Clr:
Camera Serial #:
Lic: TBD St: TX Fleet:TBD

Repair Order:

Service Writer: Wade
PO Number:
Date In: 11/14/2018
Date Out:
Driver:
Quotes are good for 30 days

Vehicle Upfitting: CHEVROLET TRUCK

WORK DESC.: INSTALL- AMBER LIGHT BAR, TAIL FLASH MODULE, SINGLE SWITCH FOR EMERGENCY LIGHTING, CF RADIO, NEW ANTENNA AND COAX

NOTES: **PRICE IS PER UNIT**
This pricing is off the City of Allen Contract # 2015-8-313

Labor:	Description	Extended
	INSTALL BASIC LIGHT BAR-MOUNT AND WIRE	200.00
	INSTALL TAIL LIGHT FLASHER-MOUNT AND WIRE	85.00
	INSTALL SWITCH FOR CONTROLS (each)	85.00
	INSTALL FRONT MOUNT RADIO (2-WAY, SCANNER,CB, ETC.)	90.00
	INSTALL VEHICLE Radio ANTENNA-(NMO HOLE MOUNT)	30.00
	UPCHARGE FOR NON CERTIFIED POLICE PACKAGE VEHICLES	100.00
Labor Sub Total:		590.00

Parts:	Description	List Ea.	Price Ea.	Qty	Extended
	KIT, WE CAN CONTROLLER MODULE	259.00	0.00	1.00	0.00
	QW152, 17 IN CHROME VHF ANTENNA, 152-162 MHz Unity 1/4 wv "	12.95	11.01	1.00	11.01
	22FT COAX, MINI UHF CONNECTOR (MB8UMI22)	28.75	24.44	1.00	24.44
	POWER FUSE MODULE, 60A, 2 FUSE POSITIONS	19.95	15.96	1.00	15.96
	JCASE FUSE, 60A, 32V	5.95	4.76	1.00	4.76
	LIGHTBAR MNT, 2014-17 SILVERADO 1500/GMC 1500 PICKUP, 52-55IN	79.00	0.00	1.00	0.00
	ROUND TOGGLE SWITCH W/ LED (EACH)	5.98	5.69	1.00	5.69
	LEGACY SOLO SERIES 54IN LT BAR, ALL AMBER, NO DUO	1609.00	1609.00	1.00	1609.00
Parts Sub Total:					1670.86

Misc:	Description	Sold Price	Qty	Extended
	Shop Fee (INCLUDES MISC. NUTS, BOLTS, SCREWS, TAPE, CONNECTORS AND ANY SMALL SHOP ITEMS)			14.75
	SHIPPING	35.00	1.00	35.00
Misc Sub Total:				49.75
Job Sub Total:				2310.61

Graphics

WORK DESC.: SUPPLY AND INSTALL CITY LOGO ON DOORS, AND UNIT NUMBERS.

Labor:	Description	Extended
	INSTALL GRAPHICS	85.00
Labor Sub Total:		85.00

Parts:	Description	List Ea.	Price Ea.	Qty	Extended
	2IN BLUE NON-REFLECTIVE PUBLIC WORKS 1 SET-2 DECALS	13.17	13.17	1.00	13.17
	PRINT NON-REFLECTIVE FLYING STAR LOGO RED AND BLUE	45.55	45.55	1.00	45.55

Parts Sub Total: 58.72

Job Sub Total: 143.72

PLEASE SIGN AND RETURN WITH A PO# TO AUTHORIZE WORK

This quote is an estimate for the described materials & services you have requested. It is belived to be accurate based on the information we received. There may be additional charges for shipping that will be added to the invoice. Other charges for items may include: Items missing from a unit we strip that dosen't have all the correct parts. Parts that need replacing due to body style changes from the factory and miscellaneous brackets needed for the install that may not have been quoted. We will advise in you in writing, of any additional parts needed for the completion of the job and the cost of the items. You will be required to sign and return the change order so we may complete the job. Quotes are good for 30 days

Parts: 1729.58
Labor: 675.00
Sublets: 0.00
Misc: 49.75

Subtotal: 2454.33
Sales Tax: 0.00

TOTAL: 2454.33
Balance: 2454.33

Customer Signature

Date

Regular Session Agenda Item: 10

Meeting Date: December 17, 2018

ITEM DESCRIPTION:

Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving a professional services agreement between the Seagoville Economic Development Corporation and Flyer View Group, LLC, for the purposes of design and configuration of aerial map posters and web-based flip book to provide advertising for the SEDC and the City of Seagoville, in an amount not to exceed Ten Thousand Six Hundred Seventy-Five Dollars and No Cents (\$10,675.00); providing for a repealing clause; providing for a severability clause; providing for an effective date.

BACKGROUND OF ISSUE:

Flyer View Group, LLC is a company that designs and creates aerial map posters and web-based flip books for communities. In a regular meeting on November 26, 2018 Seagoville Economic Development Corporation approved an agreement with Flyer View Group, LLC for customized aerial map posters and web-based books for Seagoville

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

Resolution

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, RATIFYING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND FLYER VIEW GROUP, LLC, FOR THE PURPOSES OF DESIGN AND CONFIGURATION OF AERIAL MAP POSTERS AND WEB-BASED FLIP BOOK TO PROVIDE ADVERTISING FOR THE SEDC AND THE CITY OF SEAGOVILLE, IN AN AMOUNT NOT TO EXCEED TEN THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$10,675.00); PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (“SEDC”) desires to enter into a Professional Services Agreement (“Agreement”) with Flyer View Group, LLC (“Professional”) for the purposes design and configuration of aerial map posters and web-based flip book to provide advertising for the SEDC and the City of Seagoville; and

WHEREAS, in the regular meeting on November 26, 2018, the SEDC unanimously approved entering into the Agreement with the Professional under the terms and conditions set forth therein in an amount not to exceed \$10,675.00; and

WHEREAS, the City Council has determined that ratifying the action taken by the SEDC to enter into the Agreement with the Professional for the purposes of design and configuration of aerial map posters and web-based flip book to provide advertising for the SEDC and the City of Seagoville is in the best interest of the City and will further the purposes for which the SEDC was created and should therefore be approved.

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

SECTION 1. The City Council hereby ratifies and approves the Professional Services Agreement, attached hereto as Attachment A and made a part hereof for all purposes, by and between the SEDC and Flyer View Group, LLC, in an amount not to exceed ten thousand, six hundred seventy-five dollars and no cents (\$10,675.00), for the purposes of design and configuration of aerial map posters and web-based flip book to provide advertising for the SEDC and the City of Seagoville.

SECTION 2. 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 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 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 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 17th day of December, 2018.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY



Product & Services Agreement

November 7, 2018

Flyer View Group, LLC agrees to design and configure for City of Seagoville Aerial Map Posters and Web-based Flip-book. The cost of all products is \$10,675.00 and includes Custom Image Processing and 21 Hours Design Time.

_____ Dale Appleby, President, Flyer View Group. LLC

_____ Date

_____ Pat Stallings, City Manager, City of Seagoville

_____ Date

Regular Session Agenda Item: 11

Meeting Date: December 17, 2018

ITEM DESCRIPTION:

Receive update from Councilmember Magill concerning the North Central Texas Emergency Communications District initial board meeting.

BACKGROUND OF ISSUE:

At a regular City Council Meeting held on Monday, November 5, 2018, Councilmember Magill was appointed to serve as the representative for the City of Seagoville on the North Central Texas Emergency Communications District initial board. The initial board met on Wednesday, December 5, 2018 at the North Central Texas Council of Government Offices. Councilmember Magill wishes to update the City Council concerning that meeting.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Agenda provided to Councilmember Magill for the meeting



North Central Texas Emergency Communications District Initial Board Meeting

December 5, 2018
10:30 AM

NCTCOG Offices
616 Six Flags Drive
Arlington, Texas
Transportation Council Room

REGULAR SESSION

- Call to order time: _____
- Pledge to the United States and Texas Flags
- Introductions – Christy Williams
- Background and Orientation to the Agenda – Mike Eastland

ACTION ITEMS

1. Election of Presiding Officer for the Initial Board Meeting – Mike Eastland
2. Resolution Designating the Name of the District as the North Central Texas Emergency Communications District – Mike Eastland
- 3. Resolution Designating Executive Director of the District – Mike Eastland ✓ *Juob Wood (KNOX CO.)*
4. Resolution Approving the North Central Texas Emergency Communications District Bylaws – Mike Eastland
5. Resolution Designating Frost Bank as Depository – Christy Williams
6. Resolutions Authorizing Participation in TexSTAR and TexPool Public Funds Investment Pools – Christy Williams
7. Resolution Approving Fiscal Year 2019 Budget and Setting the 9-1-1 Emergency Service Fee – Christy Williams
8. Resolution Authorizing Receipt of Assets and Assignment of Contracts from the North Central Texas Council of Governments – Mike Eastland

INFORMATIONAL ITEMS

9. Services to be Provided by NCTCOG as Fiscal and Administrative Agent of the District – Mike Eastland

MISCELLANEOUS

10. Anticipated February 2019 District Board of Managers Meeting – Mike Eastland
11. Old and New Business
12. Adjourn



North Central Texas Emergency Communication District

Item # 2018-12-01

Meeting Date: December 5, 2018

Submitted By: Mike Eastland
Executive Director

Item Title: Election of Presiding Officer for the Initial Board Meeting

As outlined in Section 772.607 of the Texas Health and Safety Code, the district's initial board is comprised of members who are appointed by the governing bodies of each participating county and municipality. At least two-thirds of the initial board must be elected officials of the participating counties and municipalities.

In order to facilitate the execution of the initial board's statutory responsibilities, in addition to passing other programmatic Board items, staff suggests the appointment of a presiding officer for the initial Board meeting, until such time as the permanent Board of Managers and its officers are appointed.

I will be available to answer any questions at the Board meeting.



Item # 2018-12-02

Meeting Date: December 5, 2018

Submitted By: Mike Eastland
Executive Director

Item Title: Resolution Designating the Name of the District as the North Central Texas
Emergency Communications District

As outlined in Section 772.608 of the Texas Health and Safety Code, it is the duty of the Board of Managers to name the regional emergency communication district. Staff recommends the district be named the North Central Texas Emergency Communications District. This name is geographically recognizable and parallels the North Central Texas Council of Governments which serves as the district's fiscal and administrative agent. The branding of the district will be "NCT9-1-1".

A draft resolution naming the district the North Central Texas Emergency Communications District is attached for Board consideration.

I will be available to answer any questions at the Board meeting.



Item # 2018-12-02

**RESOLUTION DESIGNATING THE NAME OF THE DISTRICT AS THE
NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT**

WHEREAS, the North Central Texas Emergency Communications District (NCT9-1-1) was created pursuant to Chapter 772, Subchapter H, of the Texas Health and Safety Code as amended by the 84th Legislature, through the passage of resolutions by County Commissioners Courts and City Councils within the NCT9-1-1 service area; and,

WHEREAS, the NCT9-1-1 service area consists of Collin, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, and Wise counties, as well as the Dallas County cities of Balch Springs, Cockrell Hill, Sachse, Seagoville, and Wilmer; and,

WHEREAS, NCT9-1-1 is a political subdivision of the State and carries out essential governmental functions related to the provisioning of emergency communications services; and,

WHEREAS, NCT9-1-1 is engaged in the planning, implementation, and maintenance of an emergency 9-1-1 system for more than 40 Public Safety Answering Points within its 9-1-1 service area; and,

WHEREAS, Texas Health and Safety Code Sec. 772.608 assigns responsibility of naming the district to the Board of Managers; and,

WHEREAS, staff recommends naming the newly formed district the North Central Texas Emergency Communications District and utilizing "NCT9-1-1" for branding purposes.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The regional emergency communications district shall be named the North Central Texas Emergency Communications District.

Section 2. This resolution shall be in effect as of December 3, 2018.

(Name, Presiding Officer)
North Central Texas Emergency Communications District
(Work Title, Work Agency)

I hereby certify that this Resolution was adopted by the Board of Managers of the North Central Texas Emergency Communications District on December 5, 2018.

Mike Eastland
North Central Texas Emergency Communications District
Executive Director



North Central Texas Emergency Communications District

Item # 2018-12-03

Meeting Date: December 5, 2018

Submitted By: Mike Eastland
Executive Director

Item Title: Resolution Designating Executive Director of the District

Chapter 772 of the Texas Health and Safety Code provides that the executive director of the regional planning commission may serve as the executive director of the district. The executive director is responsible for: performing all duties required by the board; ensuring that board policies and procedures are implemented; preparing an annual budget; and employing and assigning employees of the regional planning commission to perform duties in accordance with the district's approved annual budget. It is recommended that the North Central Texas Council of Governments Executive Director, currently Mike Eastland, be designated Executive Director of NCT9-1-1.

A draft resolution designating the NCTCOG Executive Director, currently Mike Eastland, as Executive Director of the North Central Texas Emergency Communications District is attached for Board consideration.

I will be available to answer any questions at the Board meeting.



Item # 2018-12-03

RESOLUTION DESIGNATING EXECUTIVE DIRECTOR OF THE DISTRICT

WHEREAS, the North Central Texas Emergency Communications District (NCT9-1-1) was created pursuant to Chapter 772, Subchapter H, of the Texas Health and Safety Code as amended by the 84th Legislature, through the passage of resolutions by County Commissioners Courts and City Councils within the NCT9-1-1 service area; and,

WHEREAS, the NCT9-1-1 service area consists of Collin, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, and Wise counties, as well as the Dallas County cities of Balch Springs, Cockrell Hill, Sachse, Seagoville, and Wilmer; and,

WHEREAS, NCT9-1-1 is a political subdivision of the State and carries out essential governmental functions related to the provisioning of emergency communications services; and,

WHEREAS, NCT9-1-1 is engaged in the planning, implementation, and maintenance of an emergency 9-1-1 system for more than 40 Public Safety Answering Points within its 9-1-1 service area; and,

WHEREAS, it is recommended that the North Central Texas Council of Governments Executive Director, currently Mike Eastland, serve as Executive Director of NCT9-1-1.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The NCT9-1-1 Board of Managers designates the NCTCOG Executive Director as Executive Director of the North Central Texas Emergency Communications District.

Section 2. This resolution shall be in effect as of December 3, 2018.

(Name, Presiding Officer)
North Central Texas Emergency Communications District
(Work Title, Work Agency)

I hereby certify that this Resolution was adopted by the Board of Managers of the North Central Texas Emergency Communications District on December 5, 2018.

Mike Eastland
North Central Texas Emergency Communications District
Executive Director



North Central Texas Emergency Communications District

Item # 2018-12-04

Meeting Date: December 5, 2018

Submitted By: Mike Eastland
Executive Director

Item Title: Resolution Approving the North Central Texas Emergency Communications District Bylaws

The North Central Texas Emergency Communications District (NCT9-1-1) Bylaws were drafted in consultation with member jurisdictions to govern District business, including establishing the size and qualifications of the permanent Board of Managers. A copy of the draft Bylaws is provided for review. Staff recommends approval of the Bylaws to enable the proposed nineteen (19) member Board of Managers to govern and carry out District business moving forward.

A draft resolution approving the North Central Texas Emergency Communications District Bylaws is attached for Board consideration.

I will be available to answer any questions at the Board meeting.



Item # 2018-12-04

**RESOLUTION APPROVING THE NORTH CENTRAL TEXAS
EMERGENCY COMMUNICATIONS DISTRICT BYLAWS**

WHEREAS, the North Central Texas Emergency Communications District (NCT9-1-1) was created pursuant to Chapter 772, Subchapter H, of the Texas Health and Safety Code as amended by the 84th Legislature, through the passage of resolutions by County Commissioners Courts and City Councils within the NCT9-1-1 service area; and,

WHEREAS, the NCT9-1-1 service area consists of Collin, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, and Wise counties, as well as the Dallas County cities of Balch Springs, Cockrell Hill, Sachse, Seagoville, and Wilmer; and,

WHEREAS, NCT9-1-1 is a political subdivision of the State and carries out essential governmental functions related to the provisioning of emergency communications services; and,

WHEREAS, NCT9-1-1 is engaged in the planning, implementation, and maintenance of an emergency 9-1-1 system for more than 40 Public Safety Answering Points within its 9-1-1 service area; and,

WHEREAS, the North Central Texas Emergency Communications District (NCT9-1-1) Bylaws were drafted in consultation with member jurisdictions to govern District business, including establishing the size and qualifications of the Board of Managers; and,

WHEREAS, staff recommends approval of the Bylaws.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The NCT9-1-1 Board of Managers approves the North Central Texas Emergency Communications District Bylaws as contained in Attachment 1.

Section 2. This resolution shall be in effect as of December 3, 2018.

(Name, Presiding Officer)
North Central Texas Emergency Communications District
(Work Title, Work Agency)

I hereby certify that this Resolution was adopted by the Board of Managers of the North Central Texas Emergency Communications District on December 5, 2018.

Mike Eastland
North Central Texas Emergency Communications District
Executive Director



**PROPOSED BYLAWS
OF THE
NORTH CENTRAL TEXAS
EMERGENCY COMMUNICATIONS DISTRICT (NCT9-1-1)**

ARTICLE I: CREATION AND AUTHORITY

- 1.1. The North Central Texas Emergency Communications District (hereinafter "NCT9-1-1" or "District") was created pursuant to Chapter 772, Subchapter H, of the Texas Health and Safety Code through the passage of resolutions by County Commissioners Courts and City Councils within the District's service area.
- 1.2. The service area of the District consists of all cities within Collin, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, and Wise counties not served by another emergency communications district, as well as the cities of Balch Springs, Cockrell Hill, Sachse, Seagoville, and Wilmer in Dallas County.
- 1.3. NCT9-1-1 is a political subdivision of the State and carries out essential governmental functions related to the provision of 9-1-1 emergency communications services to all jurisdictions served by the District.

ARTICLE II: BOARD OF MANAGERS

- 2.1. NCT9-1-1 shall be governed by a Board of Managers (hereinafter the "Board"), consisting of elected officials. Each member county may have one Board member, with the exception of the largest county by population, which may have up to six Board members. In addition, one Board member will represent all member cities located in Dallas County. Each Board member shall represent an entity that serves as a Public Safety Answering Point (PSAP). The Board shall be comprised of a maximum of 19 members. *AHC MEMBERS ELECTED OFFICIALS*
- 2.2. The County Judge of each member county has responsibility to notify NCT9-1-1 of their Board member appointment, except that each member city in Collin County with a Public Safety Answering Point (PSAP) shall be responsible for notifying of its Board member's appointment and the member cities in Dallas County shall be responsible for mutually agreeing to and notifying of their Board member's appointment. Each Board member's term of office shall be two years. Terms will be staggered with half of the initial Board serving a one-year initial term. The length of a Board member's initial term will be determined by a lottery process at the first regularly scheduled meeting. Board members may serve multiple terms.
- 2.3. Regular meeting attendance is expected of Board Members. It is the responsibility of each jurisdiction with a serving Board member(s) to encourage and ensure attendance.
- 2.4. Vacancies occurring during the regular term of a Board Member will be filled for the remainder of the term through appointment consistent with Article 2.2. herein.
- 2.5. The Board shall meet at least quarterly and may meet more frequently as it determines necessary. Meetings will be held at NCT9-1-1 offices. Additional meetings may be called by the President, the Executive Director, or by written request of at least three Board members.
- 2.6. The officers of the Board shall be President, Vice-President and a Secretary, who shall be members



of the Board, and who shall be elected by the Board at its first meeting of each calendar year. Elected officers shall hold office for one (1) year, said term to begin immediately following the aforementioned meeting and continuing until the next election or until such time as a replacement has been duly elected. If both the President and Vice-President are absent at any meeting, Board Members in attendance shall designate a presiding officer pro tem. The President or other presiding Board Member shall vote only in case of a tie.

- 2.7. One-third *(1/3)* of the appointed Board members shall constitute a quorum for the transaction of business. *SIMPLE MAJORITY*
- 2.8. The Board shall appoint a technical advisory committee comprised of staff members from the public safety community within the District. Management level experience is preferred. The Board shall be empowered to appoint additional committees as deemed necessary to carry out Board business.
- 2.9. NCT9-1-1 is subject to, and shall operate in accordance with, the Texas Public Information Act and the Texas Open Meetings Act.
- 2.10.A Board member may be removed from his/her position on the Board for cause by a two-thirds majority vote by the total Board members.

ARTICLE III: BOARD OF MANAGERS RESPONSIBILITIES

From state leg.

- 3.1. The Board shall be the governing body of NCT9-1-1 and its duties shall include to name, control, and manage the district.
- 3.2. The Board shall annually adopt NCT9-1-1's strategic plan, budget, and service fee providing for current operation of the District.
- 3.3. The Board may adopt, alter or amend the policies of the District.

ARTICLE IV: ADMINISTRATION

- 4.1. In accordance with Sec. 772.609 of the Health and Safety Code, the Executive Director of the North Central Texas Council of Governments shall serve as the Executive Director of the District and be empowered to employ and compensate professional staff to perform NCT9-1-1 duties, which shall remain employees of the North Central Texas Council of Governments for all purposes
- 4.2. The North Central Texas Council of Governments shall function as the fiscal and administrative agent for the District, in accordance with Sec. 772.609 of the Health and Safety Code.

ARTICLE V: DISSOLUTION

- 5.1. The District may be dissolved by majority approval of a dissolution resolution by the Board (in accordance with Chapter 772.621 Health and Safety Code) and its duties will revert back to the North Central Texas Council of Governments.

MAJORITY - LEGISLATION

ARTICLE VI: AMENDMENTS

- 6.1. The Board may amend these bylaws by a two-thirds (2/3) vote of the Board Members in office at a duly called meeting. *OF ENTIRE BOARD*
- 6.2. The proposed text of any amendment shall be furnished to all Board Members at least 10 calendar days prior to the meeting at which the amendment is to be considered by the Board.



North Central Texas Emergency Communications District

Item # 2018-12-05

Meeting Date: December 5, 2018

Submitted By: Christy Williams
Director of 9-1-1

Item Title: Resolution Designating Frost Bank as Depository

The establishment of the North Central Texas Emergency Communications District (NCT9-1-1) will result in revenues being received and expenses being paid by the District. In compliance with State law and in an effort to establish an orderly means of collecting fee income and disbursing payments for authorized expenses, the District is required to designate a depository. Staff recommends the District utilize the same depository used by the North Central Texas Council of Governments (NCTCOG), which is currently Frost Bank. The account will be secured by pledged collateral at a Federal Reserve depository consistent with the NCTCOG's investment policy. All cash handling policies and procedures established by NCTCOG shall be followed by the District with the same level of care and due diligence.

I will be available to answer any questions at the Board meeting.



Item # 2018-12-05

RESOLUTION DESIGNATING FROST BANK AS DEPOSITORY

WHEREAS, the North Central Texas Emergency Communications District (NCT9-1-1) was created pursuant to Chapter 772, Subchapter H, of the Texas Health and Safety Code as amended by the 84th Legislature, through the passage of resolutions by County Commissioners Courts and City Councils within the NCT9-1-1 service area; and,

WHEREAS, the NCT9-1-1 service area consists of Collin, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, and Wise counties, as well as the Dallas County cities of Balch Springs, Cockrell Hill, Sachse, Seagoville, and Wilmer; and,

WHEREAS, NCT9-1-1 is a political subdivision of the State and carries out essential governmental functions related to the provisioning of emergency communications services; and,

WHEREAS, NCT9-1-1 is engaged in the planning, implementation, and maintenance of an emergency 9-1-1 system for more than 40 Public Safety Answering Points within its 9-1-1 service area; and,

WHEREAS, it is recommended that Frost Bank be designated as the depository institution consistent with NCTCOG's policies and procedures.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The NCT9-1-1 Board of Managers hereby designates Frost Bank as the depository institution for the District.

Section 2. This resolution shall be in effect as of December 3, 2018.

(Name, Presiding Officer)
North Central Texas Emergency Communications District
(Work Title, Work Agency)

I hereby certify that this Resolution was adopted by the Board of Managers of the North Central Texas Emergency Communications District on December 5, 2018.

Mike Eastland
North Central Texas Emergency Communications District
Executive Director



North Central Texas Emergency Communications District

Item # 2018-12-06

Meeting Date: December 5, 2018

Submitted By: Christy Williams
Director of 9-1-1

Item Title: Resolutions Authorizing Participation in TexSTAR and TexPool Public Funds
Investment Pools

The North Central Texas Council of Governments (NCTCOG) utilizes public funds investment pools such as the Texas Short Term Asset Reserve Program (TexSTAR) and Texas Local Government Investment Pool (TexPool) for investing funds under its management and control. These pools are Texas local government investment pools that provide investment options focused largely on security, liquidity, and efficiency. The pools are conservative and primarily invest in U.S. government securities, repurchase agreements, and AAA-rated money market mutual funds. In its capacity as the fiscal agent of the North Central Texas Emergency Communications District, NCTCOG recommends the District join and participate in TexSTAR and TexPool.

Draft resolutions authorizing participation in TexSTAR and TexPool respectively are attached for Board consideration.

I will be available to answer any questions at the Board meeting.



Item # 2018-12-06

**RESOLUTION AUTHORIZING PARTICIPATION IN TEXAS SHORT TERM ASSET RESERVE PROGRAM
(TEXSTAR)**

WHEREAS, the North Central Texas Emergency Communications District (NCT9-1-1) was created pursuant to Chapter 772, Subchapter H, of the Texas Health and Safety Code as amended by the 84th Legislature, through the passage of resolutions by County Commissioners Courts and City Councils within the NCT9-1-1 service area; and,

WHEREAS, the NCT9-1-1 service area consists of Collin, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, and Wise counties, as well as the Dallas County cities of Balch Springs, Cockrell Hill, Sachse, Seagoville, and Wilmer; and,

WHEREAS, NCT9-1-1 is a political subdivision of the State and carries out essential governmental functions related to the provisioning of emergency communications services; and,

WHEREAS, NCT9-1-1 is engaged in the planning, implementation, and maintenance of an emergency 9-1-1 system for more than 40 Public Safety Answering Points within its 9-1-1 service area; and,

WHEREAS, it is recommended the District participate in the Texas Short Term Asset Reserve Program (TexSTAR) for investment purposes.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The NCT9-1-1 Board of Managers authorizes participation in the Texas Short Term Asset Reserve Program (TexSTAR).

Section 2. The Executive Director or designee is authorized to execute agreements necessary to carry out the initiatives described herein, in the name of the North Central Texas Emergency Communications District.

Section 3. This resolution shall be in effect as of December 3, 2018.

(Name, Presiding Officer)
North Central Texas Emergency Communications District
(Work Title, Work Agency)

I hereby certify that this Resolution was adopted by the Board of Managers of the North Central Texas Emergency Communications District on December 5, 2018.

Mike Eastland
North Central Texas Emergency Communications District
Executive Director



Item # 2018-12-06

RESOLUTION AUTHORIZING PARTICIPATION IN TEXPOOL INVESTMENT POOLS

WHEREAS, the North Central Texas Emergency Communications District (NCT9-1-1) was created pursuant to Chapter 772, Subchapter H, of the Texas Health and Safety Code as amended by the 84th Legislature, through the passage of resolutions by County Commissioners Courts and City Councils within the NCT9-1-1 service area; and,

WHEREAS, the NCT9-1-1 service area consists of Collin, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, and Wise counties, as well as the Dallas County cities of Balch Springs, Cockrell Hill, Sachse, Seagoville, and Wilmer; and,

WHEREAS, NCT9-1-1 is a political subdivision of the State and carries out essential governmental functions related to the provisioning of emergency communications services; and,

WHEREAS, NCT9-1-1 is engaged in the planning, implementation, and maintenance of an emergency 9-1-1 system for more than 40 Public Safety Answering Points within its 9-1-1 service area; and,

WHEREAS, it is recommended the District participate in the Texas Local Government Investment Pool (TexPool) and TexPool Prime (collectively the "TexPool Investment Pools") for investment purposes.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The NCT9-1-1 Board of Managers authorizes participation in the Texas Local Government Investment Pool (TexPool) and TexPool Prime (collectively the "TexPool Investment Pools").

Section 2. The Executive Director or designee is authorized to execute agreements necessary to carry out the initiatives described herein, in the name of the North Central Texas Emergency Communications District.

Section 3. This resolution shall be in effect as of December 3, 2018.

(Name, Presiding Officer)
North Central Texas Emergency Communications District
(Work Title, Work Agency)

I hereby certify that this Resolution was adopted by the Board of Managers of the North Central Texas Emergency Communications District on December 5, 2018.

Mike Eastland
North Central Texas Emergency Communications District
Executive Director



North Central Texas Emergency Communications District

Item # 2018-12-07

Meeting Date: December 5, 2018

Submitted By: Christy Williams
Director of 9-1-1

Item Title: Resolution Approving the Fiscal Year 2019 Budget and Setting the 9-1-1
Emergency Service Fee

Prior to creation of the North Central Texas Emergency Communications District (NCT9-1-1), the Commission on State Emergency Communications (CSEC) administered the 9-1-1 program for the NCT9-1-1 program area. NCT9-1-1, having completed the requirements outlined in Chapter 772 of the Texas Health and Safety Code, is now responsible for administering 9-1-1 within its service area. The Board of Managers is required to approve an annual budget, which includes setting the amount of the 9-1-1 emergency service fee. The statute provides the following related to the fee:

1. The amount of the fee may not exceed 50 cents per month for each line.
2. The fee must have uniform application throughout the district and be imposed in each participating county or municipality in the district.
3. The fee may be imposed only on the base rate charge or the charge's equivalent, excluding charges for coin-operated telephone equipment.
4. The Board shall set the fee each fiscal year and notify each supplier in the district of any change to the fee by the 91st day after the effective date of the change.

Staff has prepared the FY 2019 budget as contained in Attachment 2 and recommends the fee amount formerly imposed by the CSEC of 50 cents per local exchange access line should remain unchanged to meet the forecasted expenditures of the District.

A draft resolution approving the FY 2019 North Central Texas Emergency Communications District Budget, including setting the 9-1-1 emergency service fee at 50 cents, is attached for Board consideration.

I will be available to answer any questions at the Board meeting.



Item # 2018-12-07

RESOLUTION APPROVING THE FISCAL YEAR 2019 BUDGET AND SETTING THE 9-1-1 EMERGENCY SERVICE FEE

WHEREAS, the North Central Texas Emergency Communications District (NCT9-1-1) was created pursuant to Chapter 772, Subchapter H, of the Texas Health and Safety Code as amended by the 84th Legislature, through the passage of resolutions by County Commissioners Courts and City Councils within the NCT9-1-1 service area; and,

WHEREAS, the NCT9-1-1 service area consists of Collin, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, and Wise counties, as well as the Dallas County cities of Balch Springs, Cockrell Hill, Sachse, Seagoville, and Wilmer; and,

WHEREAS, NCT9-1-1 is a political subdivision of the State and carries out essential governmental functions related to the provisioning of emergency communications services; and,

WHEREAS, NCT9-1-1 is engaged in the planning, implementation, and maintenance of an emergency 9-1-1 system for more than 40 Public Safety Answering Points within its 9-1-1 service area; and,

WHEREAS, staff has prepared the FY 2019 NCT 9-1-1 Budget and recommends its approval, including setting the 9-1-1 emergency service fee at 50 cents per local exchange access line.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

- Section 1.** The NCT9-1-1 Board of Managers approves the FY 2019 North Central Texas Emergency Communications District Budget in the amount of \$9,211,593, including setting the 9-1-1 emergency service fee at 50 cents.
- Section 2.** The Executive Director and designees are authorized to receive federal, state and local funding for FY2019.
- Section 3.** The Executive Director and designees are authorized to transfer funds between programs and line items as necessary as allowed by applicable state and federal laws, regulations, and grant requirements.
- Section 4.** The Executive Director and designees are authorized to execute contracts for goods and services up to \$100,000 and to equip and provide facilities as allowed applicable state and federal laws, regulations, and grant requirements.
- Section 5.** This resolution shall be in effect as of December 3, 2018.

(Name, Presiding Officer)
North Central Texas Emergency Communications District
(Work Title, Work Agency)

I hereby certify that this Resolution was adopted by the Board of Managers of the North Central Texas Emergency Communications District on December 5, 2018.

Mike Eastland
North Central Texas Emergency Communications District
Executive Director



North Central Texas Emergency Communications District
Fiscal Year 2019 Fiscal Plan

	<i>2m</i> FY 2019 Budget as Approved by NCTCOG	<i>Remaining 10 months</i> 10 Month Remaining Portion of FY 2019 Budget
Revenues		
CSEC - Service Fees	11,048,911	
Wireless		6,904,945
Landline		2,301,648
Local-Fee for Service	5,000	5,000
Total Revenue	11,053,911	9,211,593
Labor & Labor Related		
Salaries	2,386,922	1,989,100
Fringe Benefits	1,090,823	909,020
NCTCOG Indirect	615,561	512,970
Facility Charges	376,621	313,850
NCTCOG Network Svc	185,186	154,320
Travel	65,045	54,200
Total Labor & Labor Related	4,720,158	3,933,460
Other Departments		
Administration	205,000	170,830
Cost of Operations		
9-1-1 Network	1,593,308	1,327,760
Contract Services	1,030,175	858,480
Equipment Maintenance	522,888	435,740
Data Center Leases	434,025	361,690
Capital Outlay	195,000	162,500
Software	121,400	101,170
Public Education Materials	100,000	83,330
Advertising	60,000	50,000
Other Costs	193,486	161,243
Total Cost of Operations	4,250,282	3,541,913
Pass-Through to Counties	1,878,471	1,565,390
Total FY 2019 Expenses	\$ 11,053,911	\$ 9,211,593
FY 2019 Ending Fund Balance	-	-



North Central Texas Emergency Communications District

Item # 2018-12-8

Meeting Date: December 5, 2018

Submitted By: Mike Eastland
Executive Director

Item Title: Resolution Approving the Receipt of Assets and Assignment of Contracts from the North Central Texas Council of Governments

As outlined in Section 772.622 of the Texas Health and Safety Code, the North Central Texas Council of Governments (NCTCOG) may transfer to the North Central Texas Emergency Communications District (NCT9-1-1) assets acquired by NCTCOG in relation to the provision of 9-1-1 service. Staff maintains an inventory of assets utilized in the provision of 9-1-1 services and recommends NCTCOG transfer these assets to the District. In addition, staff recommends contracts for 9-1-1 related goods and services be assigned to the District over time as terms and conditions provide. The NCTCOG Executive Board is anticipated to consider the transfer of assets and assignment of contracts at its January 2019 meeting.

A draft resolution authorizing receipt of assets and assignment of contracts from the North Central Texas Council of Governments is attached for Board consideration.



RESOLUTION APPROVING THE RECEIPT OF ASSETS AND ASSIGNMENT OF CONTRACTS FROM THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

WHEREAS, the North Central Texas Emergency Communications District (NCT9-1-1) was created pursuant to Chapter 772, Subchapter H, of the Texas Health and Safety Code as amended by the 84th Legislature, through the passage of resolutions by County Commissioners Courts and City Councils within the NCT9-1-1 service area; and,

WHEREAS, the NCT9-1-1 service area consists of Collin, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, and Wise counties, as well as the Dallas County cities of Balch Springs, Cockrell Hill, Sachse, Seagoville, and Wilmer; and,

WHEREAS, NCT9-1-1 is a political subdivision of the State and carries out essential governmental functions related to the provisioning of emergency communications services; and,

WHEREAS, NCT9-1-1 is engaged in the planning, implementation, and maintenance of an emergency 9-1-1 system for more than 40 Public Safety Answering Points within its 9-1-1 service area; and,

WHEREAS, in accordance with Texas Health and Safety Code 772.622, the North Central Texas Council of Governments (NCTCOG) may transfer to the district assets related to the provision of 9-1-1 service; and,

WHEREAS, staff recommends authorization to receive assets utilized in the provision of 9-1-1 services and assignment of contracts for 9-1-1 related goods and services from NCTCOG; and,

WHEREAS, the NCTCOG Executive Board is anticipated to consider the transfer of assets and assignment of contracts at its January 2019 meeting.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The receipt of assets utilized in the provision of 9-1-1 service and assignment of contracts for 9-1-1 related goods and services from NCTCOG be and are hereby approved.

Section 2. The Executive Director or designee is authorized to execute agreements necessary to carry out the initiatives described herein in the name of the North Central Texas Emergency Communications District.

Section 3. This resolution shall be in effect as of December 3, 2018.

(Name, Presiding Officer)
North Central Texas Emergency Communications District
(Work Title, Work Agency)

I hereby certify that this Resolution was adopted by the Board of Managers of the North Central Texas Emergency Communications District on December 5, 2018.

Mike Eastland
North Central Texas Emergency Communications District
Executive Director



North Central Texas Emergency Communication District

Item # 2018-12-09

Meeting Date: December 5, 2018
Submitted By: Mike Eastland
Executive Director
Item Title: Services to be Provided by the North Central Texas Council of Governments (NCTCOG) as Fiscal and Administrative Agent of the District

The North Central Texas Council of Governments (NCTCOG) is a regional planning commission created pursuant to Chapter 391 and the Local Government Code to plan for the region's future development and encourage intergovernmental cooperation. The North Central Texas Emergency Communications District (NCT9-1-1) has been created to promote enhanced public safety and increased fiscal and service efficiencies in the administration of emergency communications for Collin, Erath, Ellis, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell and Wise counties, as well as the Dallas County cities of Balch Springs, Cockrell Hill, Sachse, Seagoville and Wilmer.

As outlined in Texas Health and Safety Code Sec. 772.609, the regional planning commission for the 9-1-1 region in which the district is established shall serve as the fiscal and administrative agent for the district.

NCTCOG, as fiscal and administrative agent, will provide the following to the district:

- Accounting, financial, and reporting services including accounts payable and accounts receivable, payroll, preparation of an annual budget, management of accounts of District funds, preparation of required financial reports and arrangement of an independent audit of the District's financial records as part of the NCTCOG audit in accordance with generally accepted auditing standards. NCTCOG will provide regular financial reports to the District Board of Managers.
- Procurement coordination and consultation services
- Human Resources services including, but not limited to: recruitment, temporary staffing assistance, personnel guidance, and job description approval.
- Facilities including office space, meeting facilities and access to routine office equipment such as copiers, phones, and printers.
- Investment coordination and depository services. Also included is fund balance coordination including managing available funds for contingency, capital replacement, and local government reimbursement purposes.
- Technology Support
- Legal Services
- Insurance coordination including managing the general liability, property, and necessary 911 Board coverages.
- All staff providing services to the District, including the Executive Director, shall be NCTCOG employees subject to NCTCOG salary, personnel, benefit and retirement plans and policies.
- Additional services that are mutually agreed upon by NCTCOG and NCT9-1-1

In addition, NCTCOG's Executive Director, currently Mike Eastland, will serve as Executive Director for the district. The NCTCOG Director of 9-1-1, currently Christy Williams, will continue to serve as Director of the NCT9-1-1 program.

I will be available to answer any questions at the Board meeting.

Judge Woods

911-1991

16 COUNTY AREA

NO DIFF. IN SERVICE

LOCAL CONTROL

111 MILLION IN COMPTROLLER'S OFFICE

10+ MILLION HELD -

2015 LEGISLATURE TO FORM DISCRETS 911

84TH SESSION

150 MEMBERS GOV. SERVED

LAW - NO INCREASE FEE OVER 50%

NET ECD - NAME - NET 911 -

Collin Co. 40% OF POPULATION SERVED

Collin Co.
(5+1)
6-MEMBERS

TECHNOLOGY EQUAL THROUGH OUT.

19 MEMBER BOARD -

5 CITIES DEL. PO. DETERMINE WHO REPS THEM.

2YR. TERM - NO TERM LIMITS, 1ST. 1YR $\frac{1}{2}$ = 2YR TERM.

P 2015 -

QUORUM - PRESENT

WIRELESS - FEES BASED ON POPULATION

FEB 7TH. PERMANENT MEETING BOARD.

Regular Session Agenda Item: 12

Meeting Date: December 17, 2018

ITEM DESCRIPTION:

Direct Staff concerning Council Meeting dates for January 2019.

BACKGROUND OF ISSUE:

The second Council for January 2019 falls on Monday, January 21, 2019. City offices are closed that day in observance of Martin Luther King, Jr. Day. Staff recommends moving the second Council meeting to Monday, January 28, 2019.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 13

Meeting Date: December 17, 2018

ITEM DESCRIPTION:

Discuss the bid process for Malloy Bridge Road Project

BACKGROUND OF ISSUE:

In order to for repairs to be made to Malloy Bridge Road, Staff will need to conduct bids. Staff contacted Half Associates to conduct the bidding process. The process is as follows:

Advertise for Bids – December 13, 2018, December 20, 2018 and December 27, 2018

Non-Mandatory Pre Bid Meeting – 10:00 a.m., December 20, 2018

Receive and Open Bids – Received until 1:00 p.m., January 4, 2019; Open at 2:00 p.m., January 4, 2019

Award Contract – January 28, 2019 Council Meeting

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 14

Meeting Date: December 17, 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

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 15

Meeting Date: December 17, 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: 16

Meeting Date: December 17, 2018

ITEM DESCRIPTION:

Executive Session

Recess into Executive Session in compliance with Texas Government Code:

Section § 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Municipal Judges.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 17

Meeting Date: December 17, 2018

ITEM DESCRIPTION:

Reconvene into Regular Session

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

Section §551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Municipal Judges

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A