



**SEAGOVILLE CITY COUNCIL
SPECIAL MEETING / WORKSHOP AGENDA
MONDAY, NOVEMBER 30, 2015**

SPECIAL MEETING / WORKSHOP – 6:30 P.M.

Council Chambers, City Hall
702 N. Hwy 175

AGENDA

Invocation
Pledge of Allegiance

1. Discuss and consider a Resolution approving and authorizing the Mayor to execute the Amended and Restated Economic Development Agreement with Sadruddin Gilliani/Fiasal Merchant dba ACE Hardware and authorizing the City Manager to execute the terms and conditions of the grant obligation provided therein; providing for a savings clause; and providing for an effective date.
2. Discuss and consider a Resolution approving the Amended and Restated Tax Abatement Agreement with Sadruddin Gilliani/Fiasal Merchant dba ACE Hardware, to provide for an amendment to the expiration date for the three (3) consecutive years as provided in the Agreement from December 2015 to December 2017; authorizing the Mayor to execute said agreement; and providing for an effective date.
3. Recess into Executive Session in compliance with Texas Government Code Section 551.071, to seek legal advice from City Attorney regarding claims of former employee Larry Graves.
4. Discuss any item and/or take any action necessary as a result of the Executive Session.
5. Close the Special Meeting and move into the Workshop.
6. Discuss proposed amendments to the Master Fee Schedule.
7. Adjourn.

AGENDA (cont'd)

Posted Wednesday, November 25, 2015 by 6:00 P.M.



Dara Crabtree, City Secretary

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

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

DATES TO REMEMBER

- Monday, December 14, 2015 @ 7:00 p.m., City Council meeting.
- Thursday, December 24, 2015 and Friday, December 25, 2015, city offices closed in observance of Christmas.
- Friday, January 1, 2016, city offices closed in observance of New Year's Day.
- Monday, January 4, 2016 @ 7:00 p.m., City Council meeting.
- Monday, January 18, 2012, city offices closed in observance of Martin Luther King, Jr. Day.

Agenda Item 1

Discuss and consider a Resolution approving and authorizing the Mayor to execute the Amended and Restated Economic Development Agreement with Sadruddin Gilliani/Faisal Merchant dba ACE Hardware and authorizing the City Manager to execute the terms and conditions of the grant obligation provided therein; providing a savings clause; and providing for an effective date.

BACKGROUND OF ISSUE:

On or about October 3, 2011 the City entered into a Chapter 380 Economic Development Agreement with Sadruddin Gilliani/Faisal Merchant providing a grant in an amount equivalent to one hundred percent (100%) of the City's portion of the unencumbered sales tax collected from the sale of taxable goods and services (1.5 cents) as reported to the State Comptroller's Office. The equivalency year has expired and Sadruddin Gilliani/Faisal Merchant have made a request for the grant amount as provided in the Agreement. Upon receiving the request, we determined that we do not have a full and final executed copy of the 2011 Agreement. For this reason, we felt it was in the best interest of the City and Sadruddin Gilliani/Faisal Merchant to restate the terms of the 2011 Agreement and amend the 2011 Agreement to specifically name ACE Hardware within the Agreement and to provide current dates. Based on the foregoing, we have prepared an Amended and Restated Economic Development Agreement for Sadruddin Gilliani/Faisal Merchant, dba ACE Hardware.

As previously stated, a request has been made for the payment of the Grant. The City has obtained the necessary documentation to verify the amount due and owing pursuant to the terms of the Agreement and hereby requests authorization for the City Manager to execute the grant obligations under said Agreement by issuing the appropriate grant funds to Sadruddin Gilliani/Faisal Merchant.

Be advised that issuance of these grant funds shall constitute full and final satisfaction of the grant obligations.

FINANCIAL IMPACT:

\$ 23,079.90

A RESOLUTION OF THE CITY OF SEAGOVILLE

RESOLUTION NO. 55-R-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT WITH SADRUDDIN GILLIANI/FAISAL MERCHANT DBA ACE HARDWARE, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE TERMS AND CONDITIONS OF THE GRANT OBLIGATION AS SET FORTH HEREIN; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville (“City”) entered into an Economic Development Agreement with Sadruddin Gilliani/Faisal Merchant, dba ACE Hardware (“Company”) on or about October 3, 2011 (hereinafter, the “ Original Agreement”) for the development of real property located at 500 N. Highway 175, Seagoville, Dallas County, Texas (the “Premises”); and

WHEREAS, the Original Agreement provided a grant to Company in an amount not to exceed the equivalent of one hundred percent (100%) of the City’s portion of unencumbered sales tax collected from the sale of taxable goods and services for a one (1) year period; and

WHEREAS, Company has completed construction of the Premises, dedicated easements and constructed infrastructure improvements on and off site in accordance with the terms of the Original Agreement and the Amended and Restated Economic Development Agreement (“Agreement”); and

WHEREAS, Company has requested payment of the Grant in accordance with the terms and conditions of the Original Agreement; and

WHEREAS, City has received the necessary documentation from the State Comptroller’s Office to verify the amount due and owing pursuant to the terms of the Original Agreement and this Agreement; and

WHEREAS, the City desires to amend and restate the terms of the Original Agreement by amending the dates to provide for the construction delays; and

WHEREAS, after discussion and consideration the City Council desires to approve and authorize the Mayor to execute the Amended and Restated Economic Development Agreement, attached hereto as Exhibit A, and authorizing the City Manager to execute the terms and conditions of the Grant obligation;

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

SECTION 1. The City Council does hereby approve the Amended and Restated Tax Abatement Agreement with Sadruddin Gilliani/Faisal Merchant dba ACE Hardware, which is attached hereto and incorporated herein for all purposes as Exhibit A, and authorizes the Mayor to execute same; and

BE IT FURTHER RESOLVED, that the City Council does authorize the City Manager to execute the grant obligations under said Agreement and issue appropriate grant funds to the Company in an amount equivalent to one hundred percent (100%) of the City's portion of unencumbered sales tax (1.5 cents) collected from the sale of taxable goods and services as reported to and verified with the State Comptroller's Office.

SECTION 2. Except as otherwise amended herein, the Tax Abatement Agreement by and between the City of Seagoville, Texas and Sadruddin Gilliani/Faisal Merchant entered into on or about October 3, 2011 shall continue in full force and effect.

SECTION 3. This resolution shall become effective immediately upon its approval.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 30th day of November, 2015.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

DARA CRABTREE, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

(/cdb 11.25.2015)

Exhibit "A"
*(copy of the Amended and Restated Eco Devo Agreement
to be attached)*

STATE OF TEXAS §
 §
 §
COUNTY OF DALLAS §

AMENDED AND RESTATED
ECONOMIC DEVELOPMENT AGREEMENT

This Amended and Restated Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Seagoville (“City”) and Sadruddin Gilliani/Faisal Merchant, dba ACE Hardware (“Company”), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, on or about October 1, 2011, the City entered into an Economic Development Agreement (the “Original Agreement”) with the Company to develop real property located 500 N. Highway 175, in the City of Seagoville, Texas, being more particularly described and depicted in Exhibit A, and construct thereon improvements for a retail facility (“Improvements”, containing approximately 0.7977 acres of land, more or less (the “Premises”); and

WHEREAS, under the terms of the Original Agreement, the Company would dedicate easements and construct infrastructure improvements on and off-site for the location of certain private and public utilities at the request of the City; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code the City desired to enter into the Original Agreement in order to implement its economic development program to enhance and expand the City’s economic and employment base to the long term interest and benefit to the City in accordance with Chapter 380; and

WHEREAS, the City has adopted programs for promoting economic development, and the Original Agreement and the economic development incentives set forth herein were given and provided by the City pursuant to and in accordance with those programs’; and

WHEREAS, the City is authorized by TEX. LOC. GOV’T CODE §380.001 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City determined that making an economic development grant to the Company in accordance with the Original Agreement and this Amended and Restated Agreement would further the objectives of the City, would benefit the City and the City’s inhabitants and would promote local economic development and stimulate industrial, business and commercial activity in the City; and

WHEREAS, the Company has completed construction of the Premises, dedicated easements and constructed infrastructure improvements on and off-site in accordance with the terms set forth herein.

NOW THEREFORE, in consideration of the foregoing, and other consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Article I
Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Bankruptcy or Insolvency” shall mean the dissolution or termination of Company’s existence, insolvency, employment of receiver for any part of Company’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Company and such proceedings are not dismissed within ninety (90) days after the filing thereof.

“City” shall mean the City of Seagoville, Dallas County, Texas.

“Company” shall mean Sadruddin Gilliani/Faisal Merchant, dba ACE Hardware.

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean the first (1st) anniversary date after the issuance of a Certificate of Occupancy.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by acts of omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Grant” shall mean an economic development grant in an amount not to exceed the equivalent of one hundred percent (100%) of the City’s portion of unencumbered sales tax collected from the sale of taxable goods and services made from the Premises, as reported to the State Comptroller Office, for a one (1) year period ending on September 30, 2015, to offset costs incurred by the Company for construction of a sixteen thousand (16,000’) square foot retail facility.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the company with respect to the Improvements or any property or any business owned by company within the City.

“Improvements” shall mean construction of the sixteen thousand (16,000’) square foot retail facility on the Land described and depicted in Exhibit A, commonly referred to as ACE Hardware.

“Land” means the real estate described and depicted in Exhibit A.

“Premises” shall mean collectively, the Land and Improvements, but excluding the Tangible Personal Property.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Economic Development Grant

3.1 Subject to the Company’s obligation to repay the Grant in Section 5.2 herein, and the Company’s continued satisfaction of all the terms and conditions of the Original Agreement, the City agreed to provide the Grant, as defined herein, to Company upon the application of appropriate building, inspection or construction permits after the Effective Date. The Company has satisfied and executed its obligations under the terms and conditions of the Original Agreement.

3.2 The Grant made thereunder shall be paid in terms of a discounted fee, rebate or refund at the election of the Company and solely from lawful available funds, which the City represents and warrants have already been appropriated by the City. Under no circumstances shall the obligations of the City hereunder be deemed to have created any debt within the meaning of any constitutional or statutory provision.

3.3 As a condition to the Grant, the City had the right to audit and/or reconcile the books and records of the Company’s business to determine and verify the Grant amount for payment in accordance with the Original Agreement and this Agreement.

Article IV Conditions to Economic Development Grant

The obligation of the City to pay the Grant hereunder is conditioned upon the Company’s construction of the Improvements, as defined herein, continued compliance and satisfaction of the terms and conditions of the Original Agreement, which have been satisfied and executed by the Company.

Good Standing. The Company shall not have an uncured breach or default of this Agreement.

**Article V
Termination**

- 5.1 This Agreement shall terminate upon any one of the following:
- (a) by written agreement of the parties;
 - (b) Expiration Date;
 - (c) by City, if Company suffers an Event of Bankruptcy or Insolvency;
 - (d) by City, if any Impositions owed to City or the State of Texas by Company shall become delinquent after thirty (30) days written notice is delivered pursuant to this Agreement (provided, however the Company retains the right to timely and properly protest and contest any such Impositions); and
 - (e) by City, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 In the event the Agreement is terminated by City pursuant to Section 5.1(c), (d), or (e), the Company shall immediately repay to the City an amount equal to the Grant previously paid by the City to the Company, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate, which shall accrue from the date of the Grant Payment until paid.

**Article VI
Miscellaneous**

6.1 **Binding Agreement; Assignment.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and assigns of the respective parties. This Agreement may not be assigned without the City's prior written consent.

6.2 **Limitation on Liability.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. It is understood and agreed between the parties that Company, in satisfying the conditions of this Agreement, has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless the City from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of the Company's performance of the conditions under this Agreement.

6.3 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement.

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

If intended for City, to:

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

With a copy to:

Robert E. Hager
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If intended for Company:

Sadruddin Gilliani/Faisal Merchant
2221 Gatsby Way
Carrollton, Texas 75010

With a copy to:

6.5 **Entire Agreement.** This Agreement is the entire agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto, if any.

6.6 **Governing Law.** This Agreement shall be governed by the laws of the State of Texas, and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

6.7 **Amendment.** This Agreement may be amended by the mutual written agreement of the parties.

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

6.9 **Recitals.** The recitals to this Agreement are incorporated herein.

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

6.11 **Exhibits.** Any exhibits to this Agreement are incorporated herein by reference for the purposes wherever reference is made to the same.

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

6.13 **Employment of Undocumented Workers.** During the term of this Agreement the Company agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Company shall repay the amount of the Grants and any other funds received by the Company from the City as of the date of such violation within 120 business days after the date the Company is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of the Company or by a person with whom the Company contracts.

6.14 **Release.** Company hereby waives, releases and forever discharges the City, its officers, employees and agents and its respective successors, and assigns, of and from any and all suits, legal or administrative proceedings, claims or demands, actual damages, punitive damages, losses, liabilities, interest, attorney's fees, expenses of whatever kind in nature, in law or in equity, known or unknown (collectively referred to as "liabilities"), that Company ever had, now has, or in the future may have, against the City based upon, or arising indirectly or directly out of the development of the Property.

6.15 **Assignment.** This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. The parties further agree that the abatements provided herein may be assigned to any of its affiliates, subsidiary or correspondent companies upon written notice to the City. This Agreement may not be assigned without the prior written consent of the City.

(Signature page to follow)

EXECUTED on this _____ day of _____, 2015.

CITY OF SEAGOVILLE, TEXAS

By: _____
Dennis K. Childress, Mayor

EXECUTED on this _____ day of _____, 2015.

SADRUDDIN GILLIANI/FAISAL MERCHANT

By: _____
Sadruddin Gilliani

Title: _____

By: _____
Faisal Merchant

Title: _____

EXHIBIT A

TRACT 1

City of Seagoville, Texas

J.D. Merchant Survey, Abstract 850

City of Seagoville, Dallas County Texas

Being 34,748 square feet or 0.7977 acres of a tract or parcel of land situated in the City of Seagoville, Dallas County, Texas, and being part of the J.D Merchant Survey, Abstract 850, and being part of lot 1, Block "C" of the Farris Addition as recorded in Volume 76074, Page 124 of the Deed Records of Dallas County, Texas, and being part of that certain tract of land conveyed to the City of Seagoville as described in Warranty Deed as recorded in Volume 96047, Page 1049 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod at the at the intersection of the northeasterly right-of way line of U.S. Highway No.175 (300.00 feet wide) with the southeasterly line of the said Seagoville tract, said point also being the northwesterly line of the Denny's/Day's Inn Addition as recorded Volume 2002231, Page 00085 of the Deed Records of Dallas County;

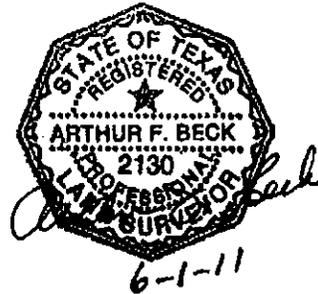
THENCE North 11°38'06" East a distance of 324.40 feet to a set 5/8 inch iron rod with a cap stamped "BSM";

THENCE South 78°21'54" East a distance of 214.23 to a found 3/8 inch iron rod, said point being in the southeast line of the said Seagoville tract, said point also being the northwest corner of the said Denny's / Day's Inn Addition;

THENCE South 45°04'30" West along the said southeasterly line of said Seagoville tract and the northwest line of the said Denny's / Day's Inn Addition a distance of 388.75 feet (measured) to the Point of Beginning of the herein described tract;

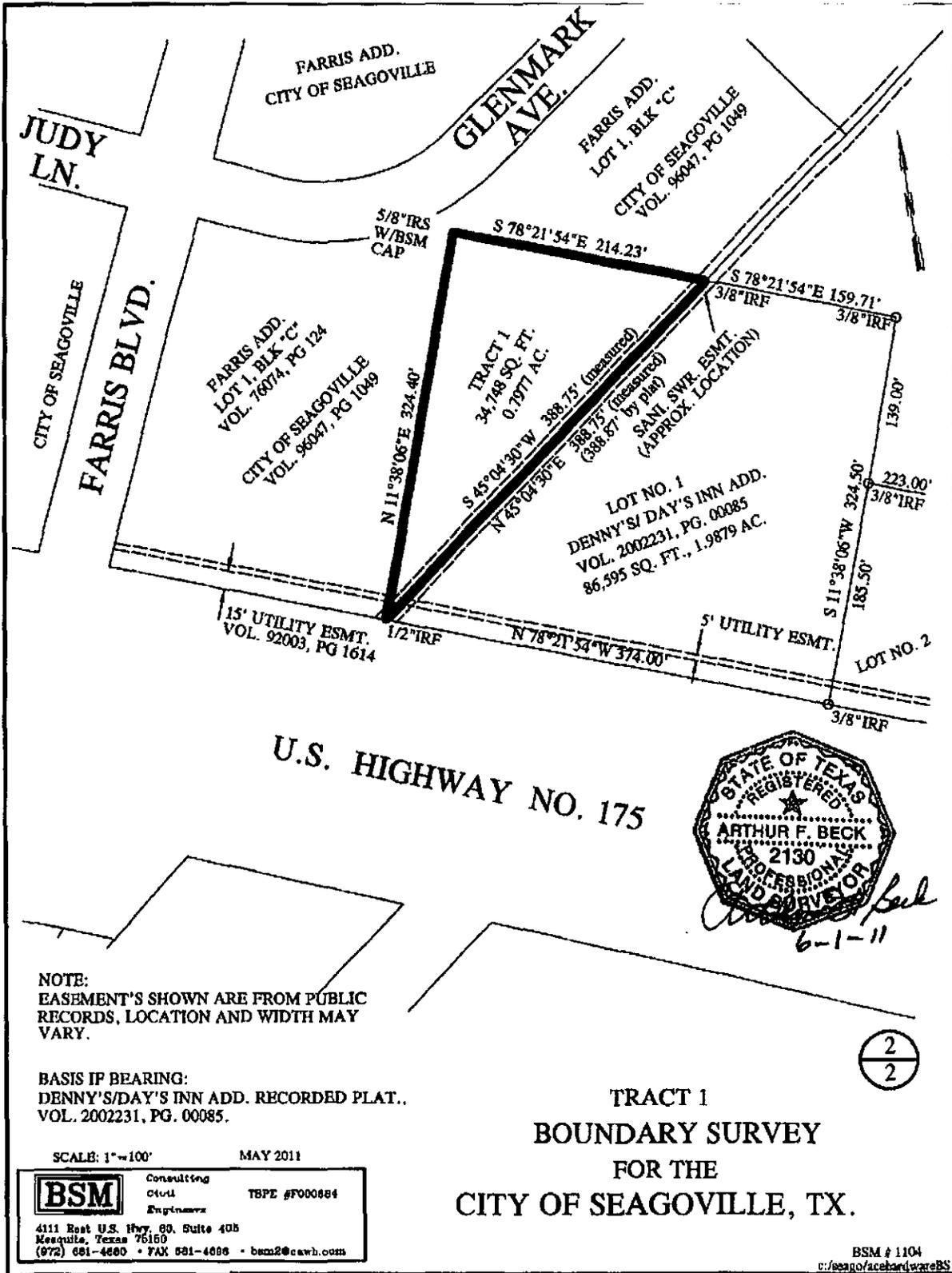
Basis of Bearings:

Northwest line of the Denny's / Day's Inn Addition as recorded in Volume 2002231, Page 00085 of the Deed Records of Dallas County, Texas.



Seagoville
SurveyAceTract

EXHIBIT B



Agenda Item 2

Discuss and consider a Resolution approving the Amended and Restated Tax Abatement Agreement with Sadruddin Gilliani/Faisal Merchant, dba ACE Hardware, to provide for an amendment to the expiration date for the three (3) consecutive years as provided in the Agreement from December 2015 to December 2017; authorizing the Mayor to execute said Amendment; and providing for an effective date.

BACKGROUND OF ISSUE:

On or about October 3, 2011 the City entered into a Tax Abatement Agreement with Sadruddin Gilliani/Faisal Merchant that provided an abatement of fifty percent (50%) of the City's portion of the Taxable Value of Improvements for a period of three (3) consecutive years beginning on the year following the issuance of the Certificate of Occupancy and continue for the three (3) year period but no later than December 31, 2015. The improvements have been constructed under the grant however, due to delays in construction this year is the first year after the Certificate of Occupancy was issued as provided in the Agreement. In order to comply with the three (3) year provision, Sadruddin Gilliani and Faisal Merchant have made a request to extend the date from December 31, 2015 to December 31, 2017.

When attempting to review the 2011 Agreement to ensure compliance, we determined that we do not have complete copy of the Agreement nor do we have the appropriate signatures. Therefore, we felt it was in the best interest of all parties to restate the terms and conditions of the original Agreement and amend as provided above.

FINANCIAL IMPACT:

\$ 2,771.05 (for the year 2015)

A RESOLUTION OF THE CITY OF SEAGOVILLE

RESOLUTION NO. 56-R-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE AMENDED AND RESTATED TAX ABATEMENT AGREEMENT WITH SADRUDDIN GILLIANI/FAISAL MERCHANT, DBA ACE HARDWARE, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville (“City”) entered into an Tax Abatement Agreement with Sadruddin Gilliani/Faisal Merchant (“Company”) on or about October 3, 2011 (hereinafter, the “Agreement”); and

WHEREAS, the Agreement provided an abatement of fifty percent (50%) of the City’s portion of the Taxable Value of Improvements for a period of three (3) consecutive years beginning on the year following the issuance of the Certificate of Occupancy and continue for the three (3) year period but no later than December 31, 2015; and

WHEREAS, due to delays in construction, Company was unable to be issued a Certificate of Occupancy in a time period that would permit the abatement of the three (3) consecutive years prior to December 31, 2015; and

WHEREAS, Company has requested the Agreement be amended by extending the three (3) year period until December 31, 2017; and

WHEREAS, after discussion and consideration the City Council is of the opinion it is in the best interest of the City and the Company to approve the Amended and Restated Tax Abatement Agreement, 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, THAT:

SECTION 1. The City Council does hereby approve the Amended and Restated Tax Abatement Agreement with Sadruddin Gilliani/Faisal Merchant, dba ACE Hardware, which is attached hereto and incorporated herein for all purposes as Exhibit A, and authorizes the Mayor to execute same.

SECTION 2. Except as otherwise amended herein, the Tax Abatement Agreement by and between the City of Seagoville, Texas and Sadruddin Gilliani/Faisal Merchant entered into on or about October 3, 2011 shall continue in full force and effect.

SECTION 3. This resolution shall become effective immediately upon its approval.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 30th day of November, 2015.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

DARA CRABTREE, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY
(cdb 11/25/2015)

Exhibit "A"
*(copy of AMENDMENT TO TAX ABATEMENT AGREEMENT
to be attached)*

STATE OF TEXAS §
 §
 §
COUNTY OF DALLAS §

AMENDED AND RESTATED
TAX ABATEMENT AGREEMENT

This Amended and Restated Tax Abatement Agreement (the "Agreement") is entered into by and between the City of Seagoville, Texas (the "City"), and Sadruddin Gilliani/Faisal Merchant, dba ACE Hardware, (the "Company"), acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, the City Council of the City of Seagoville, Dallas County, Texas (the "City"), passed an Ordinance (the "Ordinance") establishing Tax Abatement Reinvestment Zone No. 1-2011 (the "Zone") for the real property described and depicted in Exhibit "A" (the "Land"), for commercial/industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code, as amended (the "Tax Code"); and

WHEREAS, the City adopted guidelines for tax abatement (the "Tax Abatement Guidelines"); and

WHEREAS, the Tax Abatement Guidelines contain appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by the Tax Code; and

WHEREAS, the City adopted a resolution electing to be eligible to participate in tax abatement; and

WHEREAS, the City entered into a Tax Abatement Agreement (the "Original Agreement" with the Company for the real property located at 500 N. Highway 175, Seagoville, Dallas County, Texas, on or about October 3, 2011; and

WHEREAS, the City determined in order to maintain and enhance the corporate commercial and industrial economic and employment base of the Seagoville area, it was in the best interests of the taxpayers to enter into the Original Agreement in accordance with local and state law; and

WHEREAS, in accordance with the terms and conditions of the Original Agreement, Company purchased the land and constructed and currently occupy approximately sixteen thousand square feet (16,000') of retail facility (hereinafter defined as the "Premises"), to serve as a retail facility, for a period of at least ten (10) years, and maintains inventory and business personal property (hereinafter defined) at the Premises; and

WHEREAS, the City created a reinvestment zone in accordance with state law; and

WHEREAS, the development efforts of the Company described in the Original Agreement and herein created permanent new jobs in the City and the overall economic viability of the City; and

WHEREAS, the City Council finds that the Improvements (hereinafter defined), and the other terms hereof are consistent with encouraging development of the Zone in accordance with the purposes for its creation and/or in compliance with the Tax Abatement Guidelines, the Ordinance adopted by the City, the Tax Code and all other applicable laws; and

WHEREAS, the terms of the Original Agreement provide for an abatement of fifty percent (50%) of the City's portion of the Taxable Value of Improvements for a period of three (3) consecutive years beginning the year following the issuance of the Certificate of Occupancy and continue for a three (3) year period but not later than December 31, 2015; and

WHEREAS, the City Council finds that the Company has satisfied and executed its obligations under the Original Agreement except that due to delays in construction, the Certificate of Occupancy was not issued by the City until October of 2014, which does not allow the Company to receive the full abatement prior to the expiration as set forth in the Original Agreement; and

WHEREAS, the Company has requested an amendment to the Original Agreement to extend the abatement expiration from December of 2015 to December of 2017; and

WHEREAS, the City Council finds that the Improvements are a benefit to the Land to be included in the Zone and to the City after expiration of the Original Agreement and this Agreement; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Tax Code, to the presiding officers of the governing bodies of each of the taxing units in which the Property is located; and

WHEREAS, after discussion and consideration the City desires to enter into this Amended and Restated Tax Abatement Agreement with the Company for the abatement of taxes pursuant to Chapter 312 of the Tax Code, as amended, as set forth in the Original Agreement and as amended herein;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment in the Zone, which contributes to the economic development of the City and the enhancement of the tax base in the City, the parties agree as follows:

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a party’s existence as a going business, insolvency, appointment of receiver for any part of a party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party, and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“City” shall mean the City of Seagoville, Texas.

“Company” shall mean Sadruddin Gilliani/Faisal Merchant, dba ACE Hardware.

“Construction” shall mean the construction on the Premises by Company of a sixteen thousand square feet (16,000’) building to be occupied for a period of not less than ten (10) years commencing on the Occupancy Inception Date.

“County” shall mean Dallas County, Texas.

“Effective Date” shall mean the last date of execution of this Agreement.

“First Year of Abatement” shall mean January 1 of the calendar year following the date of issuance of a certificate of occupancy by the City for the Company’s occupancy of the Premises.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Goods in Transit” shall have the same meaning assigned by Tax Code, Section 11.253.

“Improvements” shall mean construction of a sixteen thousand square feet (16,000’) retail building and appurtenances improvements on the Land described and depicted in Exhibit A.

“Land” means the real estate described and depicted in Exhibit “A”, which is attached hereto and incorporated herein.

“Occupancy Inception Date” shall mean the date the occupancy of the Premises commences.

“Premises” shall mean collectively, the Land and Improvements, but excluding the Tangible Personal Property.

“Tangible Personal Property” shall mean tangible personal property, equipment and fixtures (but excluding supplies, inventory, Freeport Goods and Goods in Transit) owned or leased by Company that is added to the Premises subsequent to the execution of this Agreement.

“Taxable Value” means the appraised value as certified by the Appraisal District as of January 1 of a given year.

Article II General Provisions

2.1 The Company has purchased the land and constructed the Improvements locating and maintaining Tangible Personal Property at the Premises.

2.2 The Premises are not in an improvement project financed by tax increment bonds.

2.3 The Premises and Tangible Personal Property are not owned or leased by any member of the Seagoville City Council or any member of the Seagoville Planning and Zoning Commission, or any member of the governing body of any taxing units joining in or adopting this Agreement.

2.4 Company shall before May 1, of each calendar year that the Agreement is in effect, certify in writing to the City that it is in compliance with each term of the Original Agreement and this Agreement.

2.5 The Land and the Improvements constructed thereon at all times shall be used in the manner (i) that is consistent with the City’s Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

Article III Tax Abatement Authorized

3.1 This Agreement is authorized by the Tax Code and in accordance with the Tax Abatement Guidelines, and approved by resolution of the City Council.

3.2 Subject to the terms and conditions of this Agreement, the City hereby grants Company an abatement of fifty percent (50%) of the City’s portion of the Taxable Value of the Improvements for a period of three (3) consecutive years. The actual percentage of Taxable Value

subject to abatement for each year this Agreement is in effect will apply only to the Improvements that is added to the Land subsequent to the execution of the Original Agreement.

3.3 The period of tax abatement herein authorized shall be for a period of three (3) consecutive years beginning with the First Year of Tax Abatement as set forth herein in Section 3.6.

3.4 During the period of tax abatement herein authorized, Company shall be subject to all taxation under applicable law not abated, including but not limited to, sales tax and ad valorem taxation on land, inventory and supplies.

3.5 The Company has purchased land and constructed improvements at the Premises with a Taxable Value of at least one million, six hundred and sixteen thousand, five hundred Dollars (\$1,616,500.00) incrementally throughout the term of this Agreement and as of January 1 of each calendar year.

3.6 The term of this Agreement shall begin on the Effective Date; the Abatement granted herein shall begin on the year following the issuance of the Certificate of Occupancy and continue for three (3) years thereafter but no later than December 31, 2017.

Article IV Improvements

4.1 Nothing in this Agreement obligates the Company to occupy the Premises, but said action is a condition precedent to tax abatement pursuant to this Agreement.

4.2 As a condition precedent to the initiation of the Company's tax abatement pursuant to this Agreement, Company agrees and covenants to continuously occupy the Premises for a period of at least ten (10) years commencing on the Occupancy Inception Date.

4.3 Company agrees to maintain the Premises during the term of this Agreement in accordance with all applicable state and local laws, codes, and regulations.

4.4 The City, its agents and employees shall have the right of access to the Premises during Company's occupancy of the Premises to inspect the Premises at reasonable times and with reasonable notice to Company, and in accordance with Company's visitor access and security policies, in order to insure that the use of the Premises are in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof).

Article V Default: Recapture of Tax Revenue

5.1 In the event Company: (i) fails to occupy the Premises in accordance with this Agreement or in accordance with applicable State or local laws, codes or regulations; (ii) has delinquent ad valorem or sales taxes owed to the City (provided Company retains its right to timely

and properly protest such taxes or assessment); (iii) suffers an event of "Bankruptcy or Insolvency"; or (iv) breaches any of the terms and conditions of this Agreement which is not otherwise cured within the applicable cure period, then Company after the expiration of the notice and cure periods described below, shall be in default of this Agreement. As liquidated damages in the event of such default, the Company shall, within thirty (30) days after termination, pay to the City all taxes which otherwise would have been paid by the Company to the City without benefit of a tax abatement for the Tangible Personal Property, with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalty. The parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The parties further agree that any abated tax, including interest as a result of this Agreement, shall be recoverable against the Company, its successors and assigns and shall constitute a tax lien against the Tangible Personal Property, and shall become due, owing and shall be paid to the City within thirty (30) days after termination.

5.2 Upon breach by Company of any obligations under this Agreement, the County shall notify the Company in writing, who shall have thirty (30) days from receipt of the notice in which to cure any such default. If the default cannot reasonably be cured within a thirty (30) day period, and the Company has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the City may extend the period in which the default must be cured.

5.3 If the Company fails to cure the default within the time provided as specified above or, as such time period may be extended, then the City at its sole option shall have the right to terminate this Agreement, by written notice to the Company.

5.4 Upon termination of this Agreement by City, all tax abated as a result of this Agreement, shall become a debt to the City as liquidated damages, as set forth in Section 5.1 above, and shall become due and payable not later than thirty (30) days after a notice of termination is provided. The City shall have all remedies for the collection of the abated tax provided generally in the Tax Code for the collection of delinquent property tax. The City at its sole discretion has the option to provide a repayment schedule. The computation of the abated tax for the purposes of the Agreement shall be based upon the full Taxable Value of the Tangible Personal Property, without tax abatement for the years in which tax abatement hereunder was received by the Company, as determined by the Appraisal District, multiplied by the tax rate of the years in question, as calculated by the City. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

Article VI
Annual Application for Tax Exemption

It shall be the responsibility of the Company pursuant to the Tax Code, to file an annual exemption application form with the Chief Appraiser of the Appraisal District in which the eligible taxable property has situs. A copy of the exemption application shall be submitted to the City upon request.

**Article VII
Annual Rendition**

The Company shall annually render the value of the Tangible Personal Property to the Appraisal District and provide a copy of the same to the City upon written request.

**Article VIII
Miscellaneous**

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

If intended for City, to:

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

With a copy to:

Robert E. Hager
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Company:

Sadruddin Gilliani/Faisal Merchant
2221 Gatsby Way
Carrollton, Texas 75010

With a copy to:

8.2 Authorization. This Agreement was authorized by resolution of the City Council approved by its Council meeting authorizing the Mayor to execute this Agreement on behalf of the City.

8.3 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

8.4 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

8.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

8.6 Entire Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

8.7 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

8.8 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

8.9 Assignment. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. The parties further agree that the abatements provided herein may be assigned to any of its affiliates, subsidiary or correspondent companies upon written notice to the City. This Agreement may not be assigned without the prior written consent of the City.

8.10 Conditions Precedent. This Agreement is conditioned on and subject to the Company continuously occupying the Premises for a period of at least ten (10) years commencing on the Occupancy Inception Date.

8.11 Employment of Undocumented Workers. During the term of this Agreement, the Company agrees not to knowingly employ any undocumented workers and if convicted, by a final non-appealable conviction, of a violation under 8 U.S.C. Section 1324a (f), the Company shall repay the taxes abated herein as of the date of such final non-appealable conviction within 120 business days after the date the Company is notified by the City of such final non-appealable conviction, plus interest at the rate of 6% compounded annually from the date of such final non-appealable conviction until paid.

8.12 Right of Offset. The City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from the Company, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise and regardless of whether or not the debt due the City has been reduced to judgment by a court.

EXECUTED in duplicate originals the ____ day of _____, 2015.

CITY OF SEAGOVILLE, TEXAS

By: _____
Dennis K. Childress, Mayor

Attest:

By: _____
Dara Crabtree, City Secretary

Agreed as to Form:

By: _____
Robert E. Hager, City Attorney
(REH:AG 74455 11/25/15)

EXECUTED in duplicate originals the ____ day of _____, 2015.

Sadruddin Gilliani/Faisal Merchant

By: _____
Sadruddin Gilliani

Title: _____

By: _____
Faisal Merchant

Title: _____

EXHIBIT A

TRACT 1
City of Seagoville, Texas
J.D. Merchant Survey, Abstract 850
City of Seagoville, Dallas County Texas

Being 34,748 square feet or 0.7977 acres of a tract or parcel of land situated in the City of Seagoville, Dallas County, Texas, and being part of the J.D Merchant Survey, Abstract 850, and being part of lot 1, Block "C" of the Farris Addition as recorded in Volume 76074, Page 124 of the Deed Records of Dallas County, Texas, and being part of that certain tract of land conveyed to the City of Seagoville as described in Warranty Deed as recorded in Volume 96047, Page 1049 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod at the at the intersection of the northeasterly right-of way line of U.S. Highway No.175 (300.00 feet wide) with the southeasterly line of the said Seagoville tract, said point also being the northwesterly line of the Denny's/Day's Inn Addition as recorded Volume 2002231, Page 00085 of the Deed Records of Dallas County;

THENCE North 11°38'06" East a distance of 324.40 feet to a set 5/8 inch iron rod with a cap stamped "BSM";

THENCE South 78°21'54" East a distance of 214.23 to a found 3/8 inch iron rod, said point being in the southeast line of the said Seagoville tract, said point also being the northwest corner of the said Denny's / Day's Inn Addition;

THENCE South 45°04'30" West along the said southeasterly line of said Seagoville tract and the northwest line of the said Denny's / Day's Inn Addition a distance of 388.75 feet (measured) to the Point of Beginning of the herein described tract;

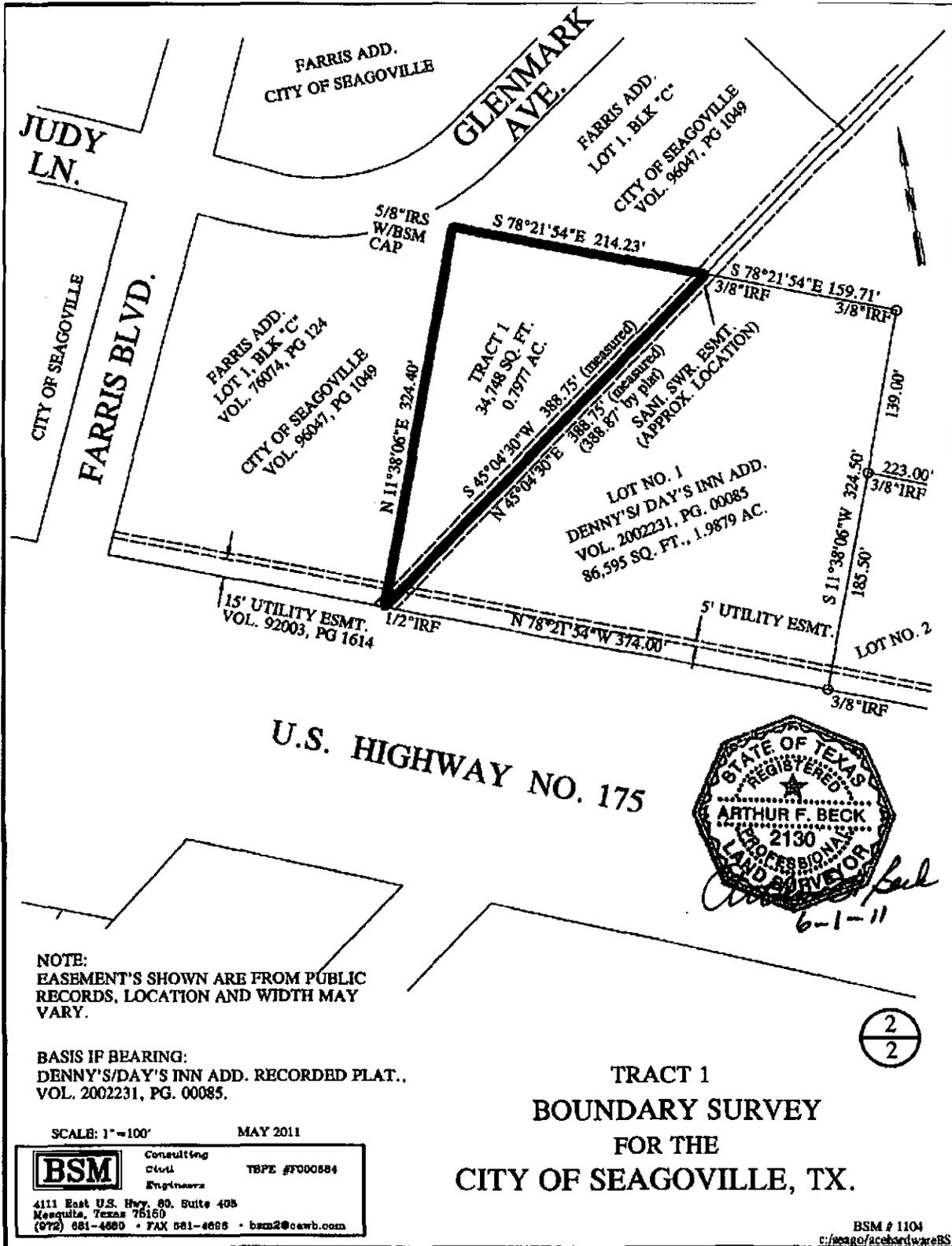
Basis of Bearings:

Northwest line of the Denny's / Day's Inn Addition as recorded in Volume 2002231, Page 00085 of the Deed Records of Dallas County, Texas.



Seagoville
SurveyAceTract

EXHIBIT A



Agenda Item 3 and 4

ITEM 3.

Recess into Executive Session in compliance with Texas Government Code Section 551.071, to seek legal advice from City Attorney regarding claims of former employee Larry Graves.

This item has been placed on the agenda at the request of City Attorney Hager.

ITEM 4.

Discuss any item and/or take any action necessary as a result of the Executive Session.

Agenda Item 5

Close the Special Meeting and move into the Workshop.

BACKGROUND OF ISSUE:

At this time the Mayor will close the Special Meeting and move into the Workshop.

FINANCIAL IMPACT:

N/A

Agenda Item 6

Discuss proposed amendments to the Master Fee Schedule.

BACKGROUND OF ISSUE:

In 2008, the City Council adopted a New Master Fee Schedule. The purpose of this action was to have one document that captures all City fees rather than having them scattered throughout the Code of Ordinances. In the future each year during the budget process, these fees will be evaluated by staff.

The fee changes for FY 15-16 are summarized below:

General Government: No changes

Library: Standard copies increased 5¢ (from 15¢ to 20¢)
Computer generated printing B/W decreased 5¢ (from 25¢ to 20¢)
Replace lost or damaged DVD case \$3.00 (new fee)
Replace lost or damaged Video case \$3.00 (new fee)
Replace lost or damaged audio book case \$5.00 (new fee)

Parks: Field reservation with lights increased \$35.00/per hour (from \$15.00/per hour to \$50.00/per hour)
Field reservations, no lights, per field increased \$15.00/per hour (from \$10.00/per hour to \$25.00/per hour)
Weekend athletic tournaments increased \$50.00 (from \$150.00 to \$200.00)
Special event (for profit) decreased \$50.00 (from \$250.00 to \$200.00)
Pavilion CO Bruce Central Park rental \$50.00/per hour (new fee)
Administration fee for cancellation \$10.00 (new fee)
Pavilion clean up fee \$50.00 (new fee)
League participant user fee, per resident \$5.00 (new fee)
League participant user fee, per non-resident \$10.00 (new fee)

Police: Accident report increased \$2.00 (from \$4.00 to \$6.00)
Finger printing increased \$4.00 (from \$6.00 to \$10.00)
Alarm permits business/commercial increase \$10.00 (from \$20.00 to \$30.00)
Clearance letters \$5.00 (new fee)

Animal Control/Shelter: Large animal trap \$50.00 (new fee)
Small animal trap \$25.00 (new fee)

Fire: Type 1 Hood Permit/Test pricing changed from flat fee to sliding fee based on Valuation (from \$75.00 to Table 1A)
Fire alarm permit/test pricing changed from flat fee to sliding fee based on Valuation (from \$75.00 to Table 1A)
Fire sprinkler permit/test pricing changed from flat fee to sliding fee based on Valuation (from \$75.00 to Table 1A)
Fuel storage tanks above/below ground permit Table 1A (new fee)
Underground fuel storage tanks removal permit Table 1A (new fee)
Fireworks sales booth \$250.00 (new fee)

Boarding home inspection permit \$25.00 (new fee)

Foster home inspection permit \$25.00 (new fee)

Planning: Planned Development Text Only \$250.00 +\$25.00/per acre (new fee)
Planned Development Concept Plan Only \$250.00 + \$25.00/per acre (new fee)
Planned Development Text & Concept Plan \$500.00 + \$25.00/per acre (new fee)
Amending plat \$300.00 (new fee)
Development plat \$300.00 (new fee)
Minor plat, 3 lots or less \$300.00 (new fee)
Vacating plan \$300.00 (new fee)
Concept Plan P&Z approval \$100.00 (new fee)
Site plan & revised site plan P&Z approval \$100.00 (new fee)
Elevation/facade plan P&Z waiver approval \$100.00 (new fee)
Landscape plan P&Z approval \$100.00 (new fee)
Zoning verification letter \$25.00 (new fee)
BOA variance increase \$100.00 (from \$100.00 to \$200.00)
Sign variance increase \$100.00 (from \$100.00 to \$200.00)

Building: Residential building permits pricing changed from flat fee to sliding fee based on Valuation (from \$0.46 per square foot to Table 1A)
Sprinkler irrigation permit pricing changed from flat fee to sliding fee based on Valuation (from \$30.00 to Table 1A)
Carports residential pricing changed from flat fee to sliding fee based on Valuation (from \$100.00 to Table 1A)
Decks, Patio Covers, Pergola pricing changed from flat fee to sliding fee based on Valuation (from \$100.00 to Table 1A)
In ground pool/spa pricing changed from flat fee to sliding fee based on Valuation (from \$100.00 to Table 1A)
Roofing pricing changed from flat fee to sliding fee based on Valuation (from \$100.00 to Table 1A)
Mobile/HUD Manufacturing pricing changed from flat fee to sliding fee based on Valuation (from \$100.00 to Table 1A)
Industrialized Home Permits pricing changed from flat fee to sliding fee based on Valuation (from \$100.00 to Table 1A)
Miscellaneous permits not covered anywhere else Table 1A (new fee)
Flatwork (sidewalk, approaches, driveways, patios, etc.) pricing changed from flat fee to sliding fee based on Valuation (from \$100.00 to Table 1A)
Right-of-Way excavating \$100.00 (new fee)
Miscellaneous concrete permits pricing changed from flat fee to sliding fee based on Valuation (from \$100.00 to Table 1A)
Temporary asphalt/concrete batch plant \$100.00 (new fee)
General contractor registration increased \$25.00 (from \$50.00 to \$75.00)
Electrical contractor registration increased \$25.00 (from \$50.00 to \$75.00)
Mechanical contractor registration increased \$25.00 (from \$50.00 to \$75.00)
Irrigator contractor registration increased \$25.00 (from \$50.00 to \$75.00)
Backflow tester registration increased \$40.00 (from \$35.00 to \$75.00)
All other trades registration increased \$25.00 (from \$50.00 to \$75.00)
Electrical t-pole increased \$25.00 (from \$25.00 to \$50.00)
Miscellaneous electrical permits pricing changed from flat fee to sliding fee based on Valuation (from \$25.00-\$45.00 to Table 1A)
Miscellaneous plumbing permits pricing changed from flat fee to sliding fee based on Valuation (from \$25.00-\$30.00 to Table 1A)

Miscellaneous mechanical permits pricing changed from flat fee to sliding fee based on Valuation (from \$30.00 to Table 1A)
Non-Office hours inspections increased \$3.00 (from \$47.00 to \$50.00)
Plan review new single family dwellings \$200.00 (new fee)
Plan review any commercial \$250.00 (new fee)
Tents & Canopies over 200 sq. feet increased \$25.00 (from \$50.00 to \$75.00)
Construction office increased \$25.00 (from \$25.00 to \$50.00)
Real Estate sales office \$100.00 (new fee)
Portable church/school building \$250.00 (new fee)
Cargo container for construction use \$25.00 (new fee)
Other temporary use as determined by City Manager or designee \$75.00 (new fee)
Signs up to 100 sq. feet pricing changed from flat fee to sliding fee based on Valuation (from \$25.00 to Table 1A)
Signs 101 sq. feet – 300 sq. feet pricing changed from flat fee to sliding fee based on Valuation (from \$50.00 to Table 1A)
Signs 301 sq. feet – or larger pricing changed from flat fee to sliding fee based on Valuation (from \$100.00 to Table 1A)

Public Works: Water standard ¾" service tap increased \$200.00 (from \$800.00 to \$1,000.00)
Water standard 1" service tap increased \$300.00 (from \$900.00 to \$1,200.00)
Water standard 1 ½" service tap increased \$200.00 (from \$1,200.00 to \$1,400.00)
Water standard 2" service tap increased \$250.00 (from \$1,400.00 to \$1,650.00)
5/8" X ¾" water meter increased \$50.00 (from \$75.00 to \$125.00)
1" water meter increased \$10.00 (from \$150.00 to \$160.00)
1" radio read water meter \$350.00 (new fee)
1 ½" water meter increased \$75.00 (from \$300.00 to \$375.00)
1 ½" radio read water meter \$600.00 (new fee)
2" water meter increased \$100.00 (from \$400.00 to \$500.00)
2" radio read water meter \$750.00 (new fee)
Turning on water service regular hours increased \$15.00 (from \$10.00 to \$25.00)
Turning on water after hours increased \$30.00 (from \$20.00 to \$50.00)
Reconnection for failure to pay regular hours increased \$15.00 (from \$35.00 to \$50.00)
Reconnection for failure to pay after hours increased \$50.00 (from \$50.00 to \$100.00)
Reread of meter requested by customer increased \$10.00 (from \$5.00 to \$15.00)
Meter calibration check requested by customer increased \$70.00 (from \$30.00 to \$100.00)
Meter tampering increased \$150.00 (from \$100.00 to \$250.00)
Meter reset due to tampering increased \$25.00 (from \$25.00 to \$50.00)
Lock replacement due to tampering \$25.00 (new fee)
Damaged curb stop due to tampering \$200.00 (new fee)
Sewer standard 4" service tap increased \$250.00 (from \$750.00 to \$1,000.00)
Sewer standard 6" service tap increased \$300.00 (from \$900.00 to \$1,200.00)

Sewer standard 8" service tap increased \$300.00 (from \$1,200.00 to \$1,500.00)

Development costs; fee currently charged new to appear on Master Fee Schedule (4%)

FINANCIAL IMPACT:

MASTER FEE LIST

Effective 1/1/16

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2015-2016
GENERAL GOVERNMENT

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 11/6/08	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 1/1/16
GENERAL GOVERNMENT ADMINISTRATION / ALL DEPARTMENTS				
PUBLIC INFORMATION CHARGES				
Copies, standard size	Per page	\$ 0.10	\$ -	\$ 0.10
Copies, non-standard size	Per page	\$ 0.50	\$ -	\$ 0.50
Disc (CD-RW or CD-R)	Each	\$ 1.00	\$ -	\$ 1.00
Digital video disc (DVD)	Each	\$ 3.00	\$ -	\$ 3.00
VHS video cassette	Each	\$ 2.50	\$ -	\$ 2.50
Audio cassette	Each	\$ 1.00	\$ -	\$ 1.00
Personnel charge	Per hour	\$ 15.00	\$ -	\$ 15.00
Overhead charge	Based on personnel charge	20%	\$ -	20%
Miscellaneous supplies		Actual cost	\$ -	Actual cost
Postage and shipping		Actual cost	\$ -	Actual cost
Certification of true copies		\$ 2.50	\$ -	\$ 2.50
Attestation under Seal of Seagoville		\$ 2.50	\$ -	\$ 2.50
DOCUMENTS				
Charter		\$ -	\$ -	\$ -
Code of Ordinances	Available from Franklin Legal Publishing	\$ -	\$ -	\$ -

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2015-2016
PUBLIC LIBRARY

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 11/6/08	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 1/1/16
PUBLIC LIBRARY				
LIBRARY CARDS				
Replacement card	Per card	\$ 1.00	\$ -	\$ 1.00
LATE CHARGES				
Books	Per item per day	\$ 0.10	\$ -	\$ 0.10
DVDs and Videos	Per day	\$ 1.00	\$ -	\$ 1.00
MISCELLANOUS CHARGES				
Interlibrary loans	Per fulfilled request	\$ 1.00	\$ -	\$ 1.00
Laminating	Per linear foot	\$ 0.50	\$ -	\$ 0.50
Standard copies	Per page	\$ 0.15	\$ 0.05	\$ 0.20
Computer generated printing - B/W	Per page	\$ 0.25	\$ (0.05)	\$ 0.20
Lost or damaged item processing fee	Per item	\$ 5.00	\$ -	\$ 5.00
Material replacement	Per item	Actual Cost	\$ -	Actual Replacement Cost
Repair of damaged library materials	Per item	Actual Cost	\$ -	Actual Cost
Replace lost or damaged DVD case	Per item	\$ -	New Fee	\$ 3.00
Replace lost or damaged Video case	Per item	\$ -	New Fee	\$ 3.00
Replace lost or damaged audio book case	Per item	\$ -	New Fee	\$ 5.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2015-2016
PARKS AND RECREATION

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 11/6/08	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 1/1/16
PARKS AND RECREATION				
RENTAL FEES				
Tennis court reservation	Per 2 hours (minimum 2 hours)	\$ 15.00	\$ -	\$ 15.00
Field reservations with lights	Per 2 hours (minimum 2 hours)	\$ 15.00	\$ 35.00	\$ 50.00
Field reservations, no lights, per field	Per 2 hours (minimum 2 hours)	\$ 10.00	\$ 15.00	\$ 25.00
Weekend athletic tournaments	Per day	\$ 150.00	\$ 50.00	\$ 200.00
Special event (for profit)	Per day	\$ 250.00	\$ (50.00)	\$ 200.00
Clean-up deposit for special event	Per event	\$ 250.00	\$ -	\$ 250.00
Reservation other than ball fields	Groups less than 50 people	\$ 25.00	\$ -	\$ 25.00
Reservation other than ball fields	Groups 50 to 100 people	\$ 50.00	\$ -	\$ 50.00
Reservation other than ball fields	Over 100 people	Special Event Rate	\$ -	\$ 250.00
Pavilion - CO Bruce Central Park	Per hour (2 hour minimum)	\$ -	New Fee	\$ 50.00
Administration Fee for Cancellation		\$ -	New Fee	\$ 10.00
Pavilion clean up fee		\$ -	New Fee	\$ 50.00
League participant user fee	Per resident		New Fee	\$ 5.00
League participant user fee	Per non-resident		New Fee	\$ 10.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2015-2016
POLICE DEPARTMENT

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 11/6/08	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 1/1/16
POLICE DEPARTMENT				
Offense reports/calls for service	Per page	\$ 0.10	\$ -	\$ 0.10
Burn to CD	Per report	\$ 1.00	\$ -	\$ 1.00
Burn to DVD	Per report	\$ 3.00	\$ -	\$ 3.00
Certified reports	Per report	\$ 1.00	\$ -	\$ 1.00
Accident reports	Per report	\$ 4.00	\$ 2.00	\$ 6.00
Finger printing	Per person	\$ 6.00	\$ 4.00	\$ 10.00
Alarm permits - Residential	Per year	\$ 20.00	\$ -	\$ 20.00
Alarm permits - Business/Commercial	Per year	\$ 20.00	\$ 10.00	\$ 30.00
After the 5th false alarm per year	Per incident	\$ 20.00	\$ -	\$ 20.00
Solicitation permits	Per person	\$ 35.00	\$ -	\$ 35.00
Massage establishment license	Per establishment/annually	\$ 75.00	\$ -	\$ 75.00
Sexually oriented business license	Per business/annually	\$ 750.00	\$ -	\$ 750.00
Sexually oriented business application	Per application	\$ 100.00	\$ -	\$ 1.00
Clearance letters, notarized in house check only	Per letter	\$ -	New Fee	\$ 5.00
Research fee - Open Records Request	Per hour	\$ 15.00	\$ -	\$ 15.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2015-2016
ANIMAL CONTROL / SHELTER

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 11/6/08	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 1/1/16
ANIMAL CONTROL / SHELTER				
REGISTRATION				
Unaltered animals	Per animal/annually	\$ 10.00	\$ -	\$ 10.00
Altered animals	Per animal/annually	\$ 5.00	\$ -	\$ 5.00
Owner 65 and older	Per animal/annually	\$ -	\$ -	\$ -
REGISTRATION DANGEROUS ANIMAL				
Annual Registration	Per animal/annually	\$ 50.00	\$ -	\$ 50.00
Registration due to change of owner	Per animal	\$ 25.00	\$ -	\$ 25.00
OWNER PICK UP FROM SHELTER (Domestic animal running at large)				
1st offense	Per animal	\$ 25.00	\$ -	\$ 25.00
2nd offense	Per animal	\$ 50.00	\$ -	\$ 50.00
3rd offense	Per animal	\$ 75.00	\$ -	\$ 75.00
SHELTER HOUSING				
Day 1	per animal	\$ 8.00	\$ -	\$ 8.00
Day 2	per animal	\$ 8.00	\$ -	\$ 8.00
Day 3	per animal	\$ 8.00	\$ -	\$ 8.00
TRAP RENTAL				
Large animal trap	per business week basis	\$ -	New Fee	\$ 50.00
Small animal trap	per business week basis	\$ -	New Fee	\$ 25.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2015-2016
FIRE DEPARTMENT

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 11/6/08	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 1/1/16
FIRE DEPARTMENT				
INSPECTIONS				
Certificate of Occupancy	Annual, semi-annual, etc.	No Charge	\$ -	No Charge
1st Re-inspection		No Charge	\$ -	No Charge
2nd Re-inspection		\$ 45.00	\$ -	\$ 45.00
3rd Re-inspection		\$ 60.00	\$ -	\$ 60.00
Subsequent Re-inspections		\$ 100.00	\$ -	\$ 100.00
Inspections following Mandatory Closure		\$ 150.00	\$ -	\$ 150.00
After hours inspections	Per hour (After 5:00 p.m. or weekends with 2 hr. minimum)	\$ 50.00	\$ -	\$ 50.00
PERMITS				
Portable gas/propane tank permit <i>CC approved 8/25/14</i>	1 weekend	\$ -	\$ -	\$ 15.00
Portable gas/propane tank permit <i>CC approved 8/25/14</i>	1 month	\$ -	\$ -	\$ 60.00
Portable gas/propane tank permit <i>CC approved 8/25/14</i>	6 months	\$ -	\$ -	\$ 250.00
Portable gas/propane tank permit <i>CC approved 8/25/14</i>	1 year	\$ -	\$ -	\$ 500.00
Fire /EMS Reports	Each	\$ 4.00	\$ -	\$ 4.00
Type 1 Hood/Fixed System Plan Review		\$ 50.00	\$ -	\$ 50.00
Type 1 Hood Permit/Test		\$ 75.00	Table 1A	Table1A
Fire Alarm Plan Review		\$ 50.00	\$ -	\$ 50.00
Fire Sprinkler Plan Review		\$ 50.00	\$ -	\$ 50.00
Fire Alarm Permit/Test		\$ 75.00	Table1A	Table1A
Fire Sprinkler Permit/Test		\$ 75.00	Table1A	Table1A
Fuel Storage Tanks Above/Below Ground Permits		\$ -	New Fee	Table1A
Underground Fuel Storage Tanks Removal Permit		\$ -	New Fee	Table1A
Fireworks Display	Must be by State Certified Pyrotechnic Company	\$ 300.00	\$ -	\$ 300.00
Fireworks Storage/Transportation	Annual	\$ 125.00	\$ -	\$ 125.00
Fireworks Sales Booth		\$ -	New Fee	\$ 250.00
Boarding Home Inspection Permit	Yearly	\$ -	New Fee	\$25.00
Foster Home Inspection Permit	Yearly	\$ -	New Fee	\$25.00
Trench Burning	30 day permit/State permit required for each site	\$ 100.00	\$ -	\$ 100.00
Sprinkler Systems out of Service/Hazmat (Stand By)	Minimum 4 hours at \$50.00 Per hour	\$ 50.00	\$ -	\$ 50.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2015-2016
PLANNING & ZONING

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 11/6/08	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 1/1/16
PLANNING & ZONING				
ZONING CHANGE				
1-2 Acres	Each request	\$ 250.00	\$ -	\$ 250.00
2.1-5 Acres	Each request	\$ 500.00	\$ -	\$ 500.00
5.1-15 Acres	Each request	\$ 750.00	\$ -	\$ 750.00
15.1 or more	per acre or max. \$1500.00	\$60.00 Per Acre	\$ -	\$60.00 Per Acre
SPECIAL USE PERMIT				
Fee	Each Request (Maximum \$1,500.00)	\$250 + \$50/Acre	\$ -	\$250 + \$50/Acre
PLANNED DEVELOPMENT				
Fee (Initial PD)	(Maximum \$1,500.00)	\$250 + \$75/PerAcre	\$ -	\$250.00 + \$75.00 P/A
PD Amendment				
Text Only	Each Request maximum \$1,500.00	\$ -	New Fee	\$250 + \$25/PerAcre
Concept Plan Only	Each Request maximum \$1,500.00	\$ -	New Fee	\$250 + \$25/PerAcre
Text & Concept Plan	Each Request (Maximum \$1,500.00)	\$ -	New Fee	\$500 + \$25/PerAcre
PLATS (includes 2 DRC Reviews)				
Amending Plat	3 Lots or less	\$ -	New Fee	\$ 300.00
Combination Construction/Final Plat	3 Lots or less	\$300.00	\$ -	\$ 300.00
Combination Construction/Final Plat forSubdivisions	4 Lots or more	\$650 + \$10/PerAcre or \$3/Per Lot/Unit (Whichever is greater)	\$ -	\$650 + \$10 Per Acre or \$3/Per Lot/Unit (Whichever is greater)
Construction Plat		\$500 + \$10/per Acre or \$3/per Lot/Unit (Whichever is greater)	\$ -	\$500 + \$10/per Acre or \$3/per Lot/Unit (Whichever is greater)
Development Plat	3 Lots or Less		New Fee	\$ 300.00
Final Plat (for Subdivision)	4 Lots or more	\$300 + \$10/Per Acre or \$2/per Lot/Unit (Whichever is greater)	\$ -	\$300 + \$10/Per Acre or \$2/Per Lot/Unit (Whichever is greater)
Minor Plat	3 Lots or less	\$ -	New Fee	\$ 300.00
Vacating Plan		\$ -	New Fee	\$ 300.00
Replat		\$300 + \$10/per Acre or \$2/per Lot/Unit (Whichever is greater)	\$ -	\$300 + \$10 /per Acre or \$2/per Lot/Unit (Whichever is greater)

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2015-2016
PLANNING & ZONING

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 11/6/08	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 1/1/16
Additional Plan Review Fees (After 2 Initial DRC Reviews)	Development Review Committee (DRC) or individual committee members (Does not include Building Plan Review)	Actual Cost to Review	\$ -	Actual Cost to Review
Concept Plan	P & Z Commission Approval	\$ -	New Fee	\$ 100.00
Site Plan & Revised Site Plan	P & Z Commission Approval	\$ -	New Fee	\$ 100.00
Elevation/Façade Plan	(Only if requesting a waiver, P & Z Commission approval required)	\$ -	New Fee	\$ 100.00
Landscape Plan	P & Z Commission Approval	\$ -	New Fee	\$ 100.00
Zoning Verification Letter	City's form letter will be provided	\$ -	New Fee	\$ 25.00
Board of Adjustment Variance Request		\$100.00	\$100.00	\$ 200.00
Sign Variance		\$100.00	\$100.00	\$ 200.00
Plus the Dallas County Clerks filling Fees	for Filing Plats.			
When the Subdivision Ordinance was revised in 2006, the word "preliminary" was changed to "construction" in regards to plats.				

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2015-2016
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 11/6/08	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 1/1/16
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH				
HEALTH				
Nursing Home Dietary Department	Annually	\$ 275.00	\$ -	\$ 275.00
Day Care Center	Annually	\$ 275.00	\$ -	\$ 275.00
Convenience Store, packaged groceries only	Annually	\$ 275.00	\$ -	\$ 275.00
Convenience Store, deli	Annually	\$ 200.00	\$ -	\$ 200.00
Grocery Store	Annually	\$ 350.00	\$ -	\$ 350.00
Grocery Store with meat market	Annually	\$ 275.00	\$ -	\$ 275.00
Grocery Store with deli	Annually	\$ 200.00	\$ -	\$ 200.00
Temporary Food Service, three day maximum	For Profit Organization	\$ 100.00	\$ -	\$ 100.00
Temporary Food Service, three day maximum	Non-Profit Organization	\$ 25.00	\$ -	\$ 25.00
Temporary Food Service with Propane, three day maximum	For Profit Organization	\$ 115.00	\$ -	\$ 115.00
Temporary Food Service with Propane, three day maximum	Non-Profit Organization	\$ 40.00	\$ -	\$ 40.00
Flea Market Food Vendor <i>CC approved 8-25-14</i>	Annually	\$ -	\$ -	\$ 225.00
Mobile Food Vendor	Annually	\$ 125.00	\$ -	\$ 125.00
Entertainment Center with Concession	Annually (Theater, roller rink, etc.)	\$ 200.00	\$ -	\$ 200.00
Bed and Breakfast	Annually	\$ 150.00	\$ -	\$ 150.00
Bed and Breakfast with food service	Annually	\$ 250.00	\$ -	\$ 250.00
Food Safety Manager Certification Registration from the City of Seagoville	Good for 3 years	\$ 35.00	\$ -	\$ 35.00
Replacement of lost Food Manager Certificate		\$ 10.00	\$ -	\$ 10.00
Administrative fee for all establishments		\$ 50.00	\$ -	\$ 50.00
Plan review for a fixed facility for all new permitted establishments		\$ 100.00	\$ -	\$ 100.00
Off-Premise Beer/Wine Sales	Good for 2 years (Resolution 36-R-12 approved 11/19/12)	\$ -	\$ -	\$ 60.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2015-2016
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 11/6/08	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 1/1/16
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH				
BUILDING PERMITS				
Residential Building Permits	Based on square footage	.46 per square foot	Table 1A	Table 1A
Commercial Building Permits	Based on square footage	Table 1A	\$ -	Table 1A
Construction began prior to permit or no permit obtained	Permit Fee	Double	\$ -	Double
Certificate of Occupancy Residential		\$ 25.00	\$ -	\$ 25.00
Certificate of Occupancy Commercial	up to 5,000 square feet	\$ 50.00	\$ -	\$ 50.00
Certificate of Occupancy Commercial	5,001 square feet to 10,000 square feet	\$ 100.00	\$ -	\$ 100.00
Certificate of Occupancy Commercial	10,001 square feet and over	\$ 200.00	\$ -	\$ 200.00
Demolition		\$ 100.00	\$ -	\$ 100.00
Foundation Repair		Table 1A	\$ -	Table 1A
Fence Residential		\$ 35.00	\$ -	\$ 35.00
Fence Commercial		\$ 50.00	\$ -	\$ 50.00
Retaining Wall		Table 1A		Table 1A
Sprinkler Irrigation System		\$ 30.00	Table 1A	Table 1A
Carports Residential		\$ 100.00	Table 1A	Table 1A
Deck, Patio Covers, Pergola		\$ 100.00	Table 1A	Table 1A
Storage Buildings under 120 square feet	Requires permit but no fee charged	\$ -	\$ -	\$ -
Storage Buildings over 120 square feet		Table 1A	\$ -	Table 1A
Aboveground Pool/Spa		\$ 100.00	\$ -	\$ 100.00
In-Ground Pool/Spa		\$ 100.00	Table 1A	Table 1A
House/Building Moving	Passing through part of city or moving from outside city to inside or moving from inside city to outside city	\$ 100.00	\$ -	\$ 100.00
House/Building Moving	Leaving building on public property during move	\$ 50.00	\$ -	\$ 50.00
House/Building Moving	Inspection of building prior to moving into city	\$100.00 + mileage	\$ -	\$100.00 + mileage
Screening Wall		Table 1A	\$ -	Table 1A
Roofing		\$ 100.00	Table 1A	Table 1A
Mobile/HUD Manufacturing		\$ 100.00	Table 1A	Table 1A
Industrialized Home Permits		\$ 100.00	Table 1A	Table 1A
Miscellaneous Permits not covered anywhere else			New Fee	Table 1A
CONCRETE AND EXCAVATING				
Flatwork (sidewalk, approaches, driveways, patios, etc.)		\$ 100.00	Table 1A	Table 1A
Grading/Filling & Excavating		\$ 100.00		\$ 100.00
Right-of-Way Excavating		\$ -	New Fee	\$ 100.00
Miscellaneous concrete permits		\$ 100.00	Table 1A	Table 1A
Temporary Asphalt/Concrete Batch Plant		\$ -	New Fee	\$ 100.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2015-2016
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 11/6/08	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 1/1/16
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH				
CONTRACTOR REGISTRATIONS				
General	Annually	\$ 50.00	\$ 25.00	\$ 75.00
Electrical	Annually	\$ 50.00	\$ 25.00	\$ 75.00
Mechanical	Annually	\$ 50.00	\$ 25.00	\$ 75.00
Irrigator	Annually	\$ 50.00	\$ 25.00	\$ 75.00
Backflow Tester	Annually	\$ 35.00	\$ 40.00	\$ 75.00
All Other Trades	Annually	\$ 50.00	\$ 25.00	\$ 75.00
Miscellaneous FEES				
Electrical T-Pole		\$ 25.00	\$ 25.00	\$ 50.00
Miscellaneous Electrical Permits		\$25.00 - \$45.00	Table 1A	Table 1A
Miscellaneous Plumbing Permits		\$25.00 - \$30.00	Table 1A	Table 1A
Miscellaneous Mechanical Permits		\$ 30.00	Table 1A	Table 1A
Non-Office Hours Inspections	2 hour minimum (office hours M-F 7:30 am - 6:00 pm)	\$ 47.00	\$ 3.00	\$ 50.00
Red Tag Re-inspection	after 1st inspection	\$ 50.00	\$ -	\$ 50.00
Additional Plan Review	after 2nd review	\$ 47.00	\$ -	\$ 47.00
Inspections for which no specific fee attached	Minimum charge - one half hour	\$ 50.00		\$ 50.00
Plan Review NEW Single Family Dwelling			New Fee	\$ 200.00
Plan Review ANY Commercial			New Fee	\$ 250.00
Cell Tower		Table 1A		Table 1A
Solar Energy Systems		Table 1A		Table 1A
Wind Turbines		Table 1A		Table 1A
Tents & Canopies over 200 square feet		\$ 50.00	\$ 25.00	\$ 75.00
Building and Standards Board Appeal		\$ 100.00	\$ -	\$ 100.00
Amusement Center License (per device)		\$ 100.00	\$ -	\$ 100.00
Garage (Occasional) Sale	Limit 2 times per year (365 days) per address	\$ 3.00	\$ -	\$ 3.00
Construction Office		\$ 25.00	\$ 25.00	\$ 50.00
Real Estate Sales Office		\$ -	New Fee	\$ 100.00
Portable Church/School Building		\$ -	New Fee	\$ 250.00
Cargo Container for Construction Use		\$ -	New Fee	\$ 25.00
Other Temporary Use as determined by City Manager or designee		\$ -	New Fee	\$ 75.00
SIGNS				
Signs	Up to 100 square feet	\$ 25.00	Table 1A	Table 1A
Signs	101 square feet - 300 square feet	\$ 50.00	Table 1A	Table 1A
Signs	301 square feet or larger	\$ 100.00	Table 1A	Table 1A
<p><i>**Since the International Building Code and International Residential Code, 2000 Editions, do not include building permit fee tables, Table 1A from the Uniform Building Code Book, Volume 1 1997 Edition as amended, is therefore adopted and shall serve as the official building permit fee table.</i></p>				

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2015-2016
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 11/6/08	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 1/1/16
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH				
HEALTH				
Nursing Home Dietary Department	Annually	\$ 275.00	\$ -	\$ 275.00
Day Care Center	Annually	\$ 275.00	\$ -	\$ 275.00
Convenience Store, packaged groceries only	Annually	\$ 275.00	\$ -	\$ 275.00
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Grocery Store	Annually	\$ 350.00	\$ -	\$ 350.00
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Temporary Food Service with Propane, three day maximum	Non-Profit Organization	\$ 40.00	\$ -	\$ 40.00
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Mobile Food Vendor	Annually	\$ 125.00	\$ -	\$ 125.00
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Bed and Breakfast	Annually	\$ 150.00	\$ -	\$ 150.00
Bed and Breakfast with food service	Annually	\$ 250.00	\$ -	\$ 250.00
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Replacement of lost Food Manager Certificate		\$ 10.00	\$ -	\$ 10.00
Administrative fee for all establishments		\$ 50.00	\$ -	\$ 50.00
Plan review for a fixed facility for all new permitted establishments		\$ 100.00	\$ -	\$ 100.00
Off-Premise Beer/Wine Sales	Good for 2 years (Resolution 36-R-12 approved 11/19/12)	\$ -	\$ -	\$ 60.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2015-2016
PUBLIC WORKS

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 11/6/08	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 1/1/16
PUBLIC WORKS				
WATER				
Standard 3/4" service tap	Each	\$ 800.00	\$ 200.00	\$ 1,000.00
Standard 1" service tap	Each	\$ 900.00	\$ 300.00	\$ 1,200.00
Standard 1 1/2" service tap	Each	\$ 1,200.00	\$ 200.00	\$ 1,400.00
Standard 2" service tap	Each	\$ 1,400.00	\$ 250.00	\$ 1,650.00
Over 2"	installed by contractor	\$ -	\$ -	\$ -
Additional parts/services	road bore, road replacement, pipe, etc.	Actual Cost	\$ -	Actual Cost
5/8" X 3/4" water meter	including meter tail, gaskets, installation	\$ 75.00	\$ 50.00	\$ 125.00
5/8" X 3/4" radio read water meter	including meter tail, gaskets, installation <i>CC approved 5/18/15</i>	\$ -	\$ -	\$ 250.00
1" water meter	including meter tail, gaskets, installation	\$ 150.00	\$ 10.00	\$ 160.00
1" radio read water meter	including meter tail, gaskets, installation	\$ -	New Fee	\$ 350.00
1 1/2" water meter	including meter flange, gaskets, installation	\$ 300.00	\$ 75.00	\$ 375.00
1 1/2" radio read water meter	including meter tail, gaskets, installation	\$ -	New Fee	\$ 600.00
2" water meter	including meter flange, gaskets, installation	\$ 400.00	\$ 100.00	\$ 500.00
2" radio read water meter	including meter tail, gaskets, installation	\$ -	New Fee	\$ 750.00
Over 2"	Meter supplied by contractor (City specifications)	\$ -	\$ -	\$ -
Turning on water service	regular hours	\$ 10.00	\$ 15.00	\$ 25.00
Turning on water service	after hours and weekends	\$ 20.00	\$ 30.00	\$ 50.00
Reconnection for failure to pay	regular hours	\$ 35.00	\$ 15.00	\$ 50.00
Reconnection for failure to pay	after hours and weekends	\$ 50.00	\$ 50.00	\$ 100.00
Reread of meter	requested by customer	\$ 5.00	\$ 10.00	\$ 15.00
Meter calibration check	requested by customer	\$ 30.00	\$ 70.00	\$ 100.00
Meter tampering		\$ 100.00	\$ 150.00	\$ 250.00
Meter reset	due to tampering	\$ 25.00	\$ 25.00	\$ 50.00
Lock replacement	due to tampering	\$ -	New Fee	\$ 25.00
Damaged curb stop	due to tampering	\$ -	New Fee	\$ 200.00
SEWER				
Standard 4" service tap	Each	\$ 750.00	\$ 250.00	\$ 1,000.00
Standard 6" service tap	Each	\$ 900.00	\$ 300.00	\$ 1,200.00
Standard 8" service tap	Each	\$ 1,200.00	\$ 300.00	\$ 1,500.00
Over 8"	Service conducted by contractor (City specifications)	\$ -	\$ -	\$ -
Additional parts/services	including road bore, road replacement, pipe, depth, etc.	Actual Cost	\$ -	Actual Cost
STORMWATER UTILITY SYSTEM FEE				
Stormwater utility fee	Per ERU <i>CC approved 10/19/15</i>	\$ 0.50	\$ 0.25	\$ 0.75

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2015-2016
PUBLIC WORKS

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 11/6/08	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 1/1/16
CULVERTS				
Installation including base material		Actual Cost	\$ -	Actual Cost
INSPECTION FEE				
	Development costs street grading, street paving, drainage structures, curb and gutter, storm sewers, sanitary sewers and water mains.	*	\$ -	4%

*This fee is currently being charged per the Technical Construction Standards and Specifications Manual (TCSS); new to appear on Master Fee Schedule

EXTRACTED FROM 1997 UNIFORM BUILDING CODE

TABLE NO. 1-A – BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$100.00	Minimum
\$2,000.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof
Other Inspections and Fees:	
1. Inspections outside of normal business hours	\$47.00 per hour*
2. Reinspection fees assessed.....	\$50.00 per hour*
3. Inspections for which no fee is specifically indicated	\$47.00 per hour* (minimum charge – one-half hour)
4. Additional plan review required by changes, additions or revisions to plans	\$47.00 per hour*
5. For use of outside consultants for plan checking and inspections, or both	Actual costs **

* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

** Actual costs include administrative and overhead costs.

Agenda Item 7

Adjourn.

BACKGROUND OF ISSUE:

At this time, the Mayor may adjourn the meeting if there is no further business to conduct.

FINANCIAL IMPACT:

N/A