



**SEAGOVILLE CITY COUNCIL
MEETING AGENDA
MONDAY, DECEMBER 14, 2015**

WORK SESSION – 6:30 P.M.
Council Chambers, City Hall
702 N. Hwy 175

AGENDA

1. Discussion of Agenda Item(s)
2. Staff Updates
3. Adjourn

REGULAR MEETING – 7:00 P.M.
Council Chambers, City Hall
702 N. Hwy 175

AGENDA

Invocation
Pledge of Allegiance
Mayor's Report
Recognition of Visitors / Proclamations / Presentations
Citizens Public Comment Period

[Each speaker will be allowed six (6) minutes to address the council on any item on the agenda except for Public Hearing items]

AGENDA (cont'd)

CONSENT AGENDA

- 1C. Approval of minutes.
- 2C. Approval of a Resolution declaring certain city property surplus and authorizing the City Manager to sell, trade or dispose of the property in accordance with the processes established in the Code of Ordinances; providing for repeal of any and all resolutions in conflict; providing for a severability clause; and providing for an effective date.
- 3C. Approval of an Ordinance amending Chapter 19, "Utilities" by amending Sections 19.03.068, 19.03.070, 19.03.071(b) and (c), and 19.06.006(a)(1) and (b)(1) by deleting any and all fees contained therein and providing for a fee established by Resolution of the City Council; providing a savings clause; and providing an effective date.
- 4C. Approval of an Ordinance amending Chapter 21, "Building Regulations" by amending Sections 21.05.004 and 21.05.094(b) by deleting any and all fees contained therein and providing for a fee established by Resolution of the City Council; providing a savings clause; and providing an effective date.
- 5C. Approval of an Ordinance amending Chapter 25, "Zoning" by repealing Sections 25.02.554(2) and 25.02.732 and providing for a fee established by Resolution of the City Council; providing for a savings clause; and providing an effective date.
- 6C. Approval of an Ordinance amending Chapter 15, "Public Works" by repealing Section 15.02.073. "fees, deposits and reservations", in its entirety and reserving the same for future use; providing a savings clause; and providing an effective date

REPORTS/RECOMMENDATIONS/REQUESTS

7. Conduct a public hearing and direct staff on a request from James Sudduth to amend the current land use and development regulations on an existing Planned Development – 13-01 (PD-13-01) to Planned Development – 13.01 (PD-13-01) Amendment 1 on property located at 1706 S. US Highway 175 more specifically described as Lots 1, 2, and 3, Block A of the Sudduth Addition being part of the Andrew Nail Survey, Abstract No. 355 and the D. Wilkerson Survey Abstract No 566, Kaufman County.

8. Discuss and consider a Resolution awarding a bid to RT & E Rural Water, Inc. for 8" Water Line Improvement Project for Elizabeth Lane and Tunnell Street in the amount of One Hundred Forty Seven Thousand Six Hundred Forty Six Dollars and Thirteen Cents (\$147,646.13); providing for the City Manager to execute any and all necessary documents; and providing an effective date.

AGENDA (cont'd)

9. Discuss and consider a Resolution authorizing the City Manager to execute a contract with Republic Services extending their current contract two (2) additional years; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date.

10. Discuss and consider an Ordinance amending Chapter 5 "Animal Control", Article 5.03 "Impoundment" by amending Section 5.03.009 "Live Traps" to provide for a fee to be collected by the City and to provide guidelines for using said live traps; providing a penalty clause of fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense; providing a repealing clause; providing a severability clause; and providing an effective date.

11. Discuss and consider a Resolution amending the Master Fee Schedule and providing an effective date.

12. Conduct a public hearing and consider an Ordinance of the City of Seagoville, Texas, designating Reinvestment Zone No. 2; Providing eligibility of the zone for commercial-industrial tax abatement; contain findings that the area qualifies to be designated as a reinvestment zone and the improvements sought are feasible and practicable and of benefit to the land and the city; providing a severability clause; providing a repealing clause; and providing an effective date.

13. Discuss and consider a Resolution approving the terms and conditions of a Tax Abatement Agreement by and between the City of Seagoville, Texas and HBC Interests; Authorizing the Mayor to execute said agreement; and providing an effective date.

14. Discuss and consider directing staff on adding "*In God We Trust*" on all police and fire vehicles.

15. Discuss and consider directing staff on the Planning & Zoning Commission recommendations regarding carports.

16. Receive Councilmember Reports – Items of community interest regarding which no action will be taken, as authorized by Section 551.0415 of the Government Code.

17. Receive Citizen Comments – Citizens may speak 6 minutes each on any matter, other than personnel matters, or matters under litigation.

18. Receive Future Agenda Items – Items to be placed on a future agenda which no action or discussion will be taken at this meeting.

19. 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: City Attorney and City Secretary.

AGENDA (cont'd)

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

21. Adjourn.

Posted Thursday, December 10, 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

- 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, 2016, city offices closed in observance of Martin Luther King, Jr. Day.

Agenda Item 1C

Approval of minutes.

BACKGROUND OF ISSUE:

Approval of minutes for meetings held on November 16, 2015 and November 30, 2015.

FINANICIAL IMPACT:

N/A

**CITY COUNCIL
WORK SESSION
NOVEMBER 16, 2015**

The City Council held a work session on Monday, November 16, 2015 at 6:30 p.m. with a quorum present, to wit:

Dennis Childress	Mayor
Tommy Lemond	Mayor Pro Tem
Rick Howard	Councilmember
Jose Hernandez	Councilmember
Mike Fruin	Councilmember
Jon Epps	Councilmember

The following staff members were also present: City Manager Pat Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, HR Director /Risk Manager Cindy Brown, City Attorney Bob Hager and City Secretary Dara Crabtree.

ITEM 1. DISCUSSION OF AGENDA ITEMS.

ITEM 2C. Following a City Council inquiry, City Manager Stallings stated the city had been a member of TexPool for a long time and most cities utilized their services.

ITEM 3. Following a City Council inquiry, Community Development Director Barr stated the property owner desired to sell the property to a homebuilder building in the area; and no notices of opposition from surrounding property owners had been received.

ITEM 5. Following a City Council inquiry, City Attorney Hager stated he was only familiar with nominee Michael Hurtt.

ITEM 2. STAFF UPDATES.

No updates were provided.

ITEM 3. APPOINTMENT OF POLICE CHIEF

City Manager Stallings announced the appointment of Ray Calverley as Police Chief and administered a ceremonial Oath of Office. A reception followed.

The work session was adjourned at 6:48 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**CITY COUNCIL
REGULAR MEETING
NOVEMBER 16, 2015**

The City Council held a regular meeting on Monday, November 16, 2015 at 7:10 p.m. with a quorum present, to wit:

Dennis Childress	Mayor
Tommy Lemond	Mayor Pro Tem
Rick Howard	Councilmember
Jose Hernandez	Councilmember
Mike Fruin	Councilmember
Jon Epps	Councilmember

Mayor Childress requested a moment of silence for Paris then provided the Invocation and led the Pledge of Allegiance.

MAYOR'S REPORT. Mayor Childress congratulated all individuals and businesses nominated and received awards at the annual Chamber of Commerce banquet; advised city offices will be closed November 26th and 27th for Thanksgiving; the Christmas Tree Lighting Ceremony will be held on December 3rd at 6:30 p.m. in Bruce Central Park; and the City Council will only hold one meeting in December on the 14th.

CITIZENS PUBLIC COMMENT PERIOD (items on the agenda). No one spoke.

CONSENT AGENDA.

Councilmember Hernandez made a motion, seconded by Councilmember Howard, to approve Consent Agenda Items 1C and 2C. A vote was cast 5 in favor, 0 against.

ITEM 1C. Approve minutes for meetings held on October 19, 2015 as amended, October 26, 2015 and November 2, 2015.

ITEM 2C. Approve Resolution No. 53-R-15 designating Mayor Dennis K. Childress, City Manager Pat Stallings and Finance Director Patrick Harvey as Authorized Representatives of TexPool.

ITEM 3. Mayor Childress opened the public hearing at 7:14 p.m. to hear a request from Patricia Hall to rezone a vacant tract of land from Local Retail (LR) zoning to Residential-2 (R-2) zoning on the property located at 620 Ard Road, Seagoville, Texas more particularly described as Tract 13, Herman Heider Survey, Abstract No. 541, Page 450, approximately 1.0632 acres; and amend the Comprehensive Land Use Plan. Patricia Hall spoke in favor of the request. No one spoke in opposition. The record is noted that Staff and the Planning & Zoning Commission recommended approval of the request. The public hearing was closed at 7:16 p.m.

ITEM 4. Mayor Pro Tem Lemond made a motion, seconded by Councilmember Howard, to approve Ordinance No. 23-15 amending the Comprehensive Zoning Ordinance and Map by rezoning a vacant tract of land from Local Retail (LR) zoning to Residential-2 (R-2) zoning on the property located at 620 Ard Road, Seagoville, Texas more particularly described as Tract 13, Herman Heider Survey, Abstract No. 541, Page 450, approximately 1.0632 acres; and amend the Comprehensive Land Use Plan; providing a severability clause; providing a fine not to exceed

Two Thousand Dollars (\$2,000.00) for each offense. A vote was cast 4 for, 1 against (Hernandez).

ITEM 5. Following a discussion, Councilmember Hernandez made a motion, seconded by Councilmember Howard, to approve Resolution No. 54-R-15 casting the City of Seagoville's vote for Michael Hurtt as the suburban cities' representative to the Dallas Central Appraisal District Board of Directors. A vote was cast 5 for, 0 against.

ITEM 6. Received and discussed recommendations from Charter Review Commission. City Attorney Hager will prepare the propositions for approval at a future meeting.

ITEM 7. COUNCILMEMBER REPORTS. No reports.

ITEM 8. CITIZEN COMMENTS.

Calvert Reese, 710 Catherine Lane – commented on the delay in completion of work on Catherine Lane; no work being done on good weather days; and equipment is parked in front of the fire hydrant.

ITEM 9. FUTURE AGENDA ITEMS.

Jose Hernandez – discuss tuition reimbursement program and boundary agreements with neighboring cities.

Mike Fruin – discuss certification pay for fire and police personnel equivalent to what other employees could receive for tuition reimbursement.

ITEM 10. The City Council recessed into Executive Session at 7:50 p.m. in compliance with Texas Government Code Section 551.071, to seek legal advice from City Attorney regarding claims of former employee Larry Graves,

The City Council reconvened into open session at 8:32 p.m.

ITEM 11. No action was taken.

ITEM 12. The meeting adjourned at 8:33 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**CITY COUNCIL
SPECIAL MEETING / WORKSHOP
NOVEMBER 30, 2015**

The City Council held a special meeting / workshop on Monday, November 30, 2015 at 6:31 p.m. with a quorum present, to wit:

Dennis Childress	Mayor
Tommy Lemond	Mayor Pro Tem
Rick Howard	Councilmember, absent
Jose Hernandez	Councilmember, arrived 6:33 p.m.
Mike Fruin	Councilmember
Jon Epps	Councilmember

The following Staff were also present: City Manager Pat Stallings, Finance Director Patrick Harvey, Public Works Director Phil DeChant, Community Development Director Ladis Barr, Library Director Liz Gant, Police Chief Ray Calverley, Fire Chief Todd Gilcrease, HR Director/Risk Manager Cindy Brown, Support Services Manager Christine Dykes, Water/Sewer Superintendent Chris Ryan, Planning Technician Cindy Kintz, City Attorney Bob Hager and City Secretary Dara Crabtree.

ITEM 1. Mayor Pro Tem Lemond made a motion, seconded by Councilmember Epps, to approve Resolution No. 55-R-15 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. A vote was cast 4 for, 0 against.

ITEM 2. Councilmember Fruin made a motion, seconded by Mayor Pro Tem Lemond, to approve Resolution No. 56-R-15 approving the Amended and Restated Tax Abatement 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. A vote was cast 4 four, 0 against.

ITEM 3. The City Council recessed into Executive Session at 6:34 p.m. in compliance with Texas Government Code Section 551.074, to seek legal advice from City Attorney regarding claims of former employee Larry Graves. The City Council reconvened into open session at 6:52 p.m.

ITEM 4. Councilmember Fruin made a motion, seconded by Councilmember Hernandez, to accept the terms and conditions by and between the City of Seagoville and Larry Graves as set forth in the agreement dated November 30, 2015. A vote was cast 5 for, 0 against.

ITEM 5. The Mayor closed the special meeting and moved into the workshop at 6:52 p.m.

ITEM 6. A workshop was held on proposed amendments to the Master Fee Schedule with each department director providing a presentation. Discussion followed each presentation.

The workshop adjourned at 9:23 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Agenda Item 2C

Approval of a Resolution declaring certain city property surplus and authorizing the City Manager to sell, trade or dispose of the property in accordance with the processes established in the Code of Ordinances; providing for repeal of any and all resolutions in conflict; providing for a severability clause; and providing for an effective date.

BACKGROUND OF ISSUE:

On May 21, 2009, Council authorized the sale of certain surplus property from various City Departments. Since that date, City staff has identified additional property items that have outlived their useful life and are no longer of value to the City. Staff has compiled a list of these items and is seeking Council approval to sell, trade or dispose of these items as authorized by City Code.

The City will utilize Propertyroom.com for the sale of surplus City property. Propertyroom.com will pick up the equipment and transport the equipment to their auction lot to be sold. They will electronically catalog the equipment and place the equipment on their website for sale. The equipment will be marketed to a combined bidder base of over 2,300,000 people. Once the equipment is sold Propertyroom.com will process the payment, arrange for pickup of the equipment by the new owner, handle all bills of sale, title transfers, and licensing issues.

FINANCIAL IMPACT:

After the sale is complete, Propertyroom.com will pay the City a percentage of the sale. The percentage split is 87.5% to the City and 12.5% to Propertyroom.com.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 57-R-15

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, DECLARING CERTAIN CITY PROPERTY SURPLUS AND AUTHORIZING THE CITY MANAGER TO SELL, TRADE AND/OR DISPOSE OF IT IN ACCORDANCE WITH THE PROCESS ESTABLISHED IN THE CODE OF ORDINANCES; 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 recognizes that in the normal course of providing municipal services, the various Departments will exhaust the useful life of its capital equipment, and other property that does not meet the capital equipment threshold, to the point where it is no longer cost effective to maintain and operate; and

WHEREAS, the above categories of property and equipment do not contribute to providing municipal services and need to be removed from City inventories and storage; and

WHEREAS, the City Council, according to the Code of Ordinances, declares the property more specifically described in Exhibit A as surplus property; and

WHEREAS, the City Secretary shall maintain inventory records of each item of surplus property sold or disposed of and the sale price of or destination of each item; and

WHEREAS, the City Council has determined that declaring this property as surplus is in the best interest of the City of Seagoville; and

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

SECTION 1. The City Council declares the property specifically outlined in Exhibit A, copies of which are attached hereto and made a part hereof for all purposes, as surplus property and authorizes the City Manager to sell, trade and/or dispose of the property according to law.

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 14th day of December, 2015.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit A to Resolution No. 57-R-15

Surplus/Salvage Property

Item #	Quantity	Description	Vehicle Identification #	Status - Location
1	1	2000 FordF-150 Truck	[REDACTED]	Surplus - Service Center
2	1	2008 Ford Crown Victoria	[REDACTED]	Surplus - Service Center
3	1	2007 Dodge Charger	[REDACTED]	Surplus - Service Center
4	1	2005 Chevrolet 2500 HD	[REDACTED]	Surplus - Service Center
5	1	2000 Ford Ranger	[REDACTED]	Surplus - Service Center
6	1	2004 Chevrolet 2500	[REDACTED]	Surplus - Service Center
7	1	2004 Chevrolet 3500 with utility bed	[REDACTED]	Surplus - Service Center

Agenda Item 3C

Approval of an Ordinance amending Chapter 19, "Utilities" by amending Sections 19.03.068, 19.03.070, 19.03.071(b) and (c), and 19.06.006(a)(1) and (b)(1) by deleting any and all fees contained therein and providing for a fee established by Resolution of the City Council; providing a savings clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City Council previously adopted Resolution No. 69-08, Master Fee Schedule, to provide general and special fees and charges to be assessed by the City. Upon adoption of Resolution No. 69-08 the fees set out in the Code of Ordinances were to be deleted to provide for the fees to be established by Resolution.

It has recently been determined that the fees contained in Chapter 19 "Utilities", Sections 19.03.068, 19.03.070, 19.03.071(b) and (c) and 19.06.006(a)(1) and (b)(1) were not deleted.

The attached Ordinance amends the above mentioned Sections by deleting the fees and to provide for the fees to be established by Resolution.

FINANCIAL IMPACT:

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 24-15

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING CHAPTER 19, "UTILITIES" BY AMENDING SECTIONS 19.03.068, 19.03.070, 19.03.071(b) and (c), AND 19.06.006(a)(1) AND (b)(1) BY DELETING ANY AND ALL FEES CONTAINED THEREIN AND PROVIDING FOR A FEE ESTABLISHED BY RESOLUTION OF THE CITY COUNCIL; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seagoville, Texas, previously adopted Resolution No. 69-08 to provide general and special fees and charges to be assessed and collected by the City, as authorized by the Code of Ordinances and other applicable codes, ordinances, resolutions and laws; and

WHEREAS, upon adoption of Resolution No. 69-08, the fees set out in the Code of Ordinances were to be deleted to provide for the fees to be established by Resolution of the City Council; and

WHEREAS, it has recently been determined that the fees contained in Chapter 19, "Utilities", Sections 19.03.068, 19.03.070, 19.03.071, and 19.06.006 were not deleted and are in conflict with the current fees; and

WHEREAS, based on the foregoing, the City Council has determined that Chapter 19, Sections 19.03.068, 19.03.070, 19.03.071(b) and (c), and 19.06.006(a)(1) and (b)(1) of the City of Seagoville Code of Ordinances should be amended as provided herein.

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

SECTION 1. That the Code of Ordinances of the City of Seagoville, Texas be, and the same is, hereby amended by amending Chapter 19, "Utilities", by amending Sections 19.03.068, 19.03.070, 19.03.071(b) and (c), and 19.06.006(a)(1) and (b)(1) by deleting any and all fee amounts therein and providing for the establishment of such fees by resolution of the City Council, which shall read as follows:

"CHAPTER 19. UTILITIES

....

Sec. 19.03.068 Charge for turning on water service

The charge for turn-on of service during normal city work hours and after normal city working hours, weekends and holidays shall be established by resolution of the City Council.

.....

Sec. 19.03.070 Reconnection of service after termination for failure to pay charges

Reconnection is the resumption of service to a customer whose service was subject to termination for failure to pay amounts due, who had received notice of a disconnect date and had not paid the balance due in full on or before such date. The fee for a reconnection during normal city work hours and after normal city working hours, weekends and holidays shall be established by resolution of the City Council.

Sec. 19.03.071 Miscellaneous charges

(a) Reread of Meter.

(b) Meter check. There shall be a charge established by resolution of the City Council for a meter check requested by a customer, if the meter is found to be accurate.

(c) Meter tampering and reset fee. If a water meter is turned off, locked or plugged by an authorized city employee and the water meter is then found to be operative without being reconnected by an authorized person, a fee established by resolution of the City Council shall be levied against the customer. Meters pulled due to tampering will have a reset charge established by resolution of the City Council in addition to the tampering fee.

....

Sec. 19.06.006 Taps

(a) Water service.

(1) It shall be the responsibility of the city to furnish the water meter, meter tail, meter gaskets, and meter box and tap the existing water main. Water taps larger than two (2) inches shall be the responsibility of the builder, developer, or owner. These charges shall be established by resolution of the City Council.

.....

(b) Sanitary sewer service.

(1) The charge for all sewer connections shall be established by resolution of the City Council.

.....”

SECTION 2. That all provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. This Ordinance shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED by the City Council of the City of Seagoville on this 14th day
of December, 2015.

DENNIS K. CHILDRESS, MAYOR

ATTEST:

DARA CRABTREE, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY
(cdb 12/03/2015)

Sec. 19.03.068 Charge for turning on water service

The charge for turn-on of service shall be ~~ten dollars (\$10.00)~~ during normal city work hours and ~~twenty dollars (\$20.00)~~ after normal city working hours, weekends and holidays **shall be established by resolution of the City Council.** (1977 Code, sec. 22-34)

Division 2. Rates and Charges*

Sec. 19.03.070 Reconnection of service after termination for failure to pay charges

Reconnection is the resumption of service to a customer whose service was subject to termination for failure to pay amounts due, who had received notice of a disconnect date and had not paid the balance due in full on or before such date. The fee for a reconnection is ~~thirty-five dollars (\$35.00)~~ during normal working hours; ~~fifty dollars (\$50.00)~~ and after normal city working hours, weekends and holidays **shall be established by resolution of the City Council.** (1977 Code, sec. 22-36)

Division 2. Rates and Charges*

Sec. 19.03.071 Miscellaneous charges

(a) Reread of meter. There will be a charge as adopted by resolution of the city council for all rereads of a water meter requested by a customer, if no reader error is discovered. No reread charge shall be assessed if a reader error is discovered.

(b) Meter check. There shall be a charge of ~~thirty dollars (\$30.00)~~ **established by resolution of the City Council** for a meter check requested by a customer, if the meter is found to be accurate.

(c) Meter tampering and reset fee. If a water meter is turned off, locked or plugged by an authorized city employee and the water meter is then found to be operative without being reconnected by an authorized person, ~~a charge of one hundred dollars (\$100.00)~~ **a fee established by resolution of the City Council shall** be levied against the customer. Meters pulled due to tampering will have a reset charge of ~~twenty five dollars (\$25.00)~~ **established by resolution of the City Council** in addition to the tampering fee.

(1977 Code, sec. 22-37; Ordinance adopting Code)

ARTICLE 19.06 WATER AND SEWER MAIN EXTENSIONS AND PRO RATA CHARGES

Sec. 19.06.006 Taps

(a) Water service.

- (1) It shall be the responsibility of the city to furnish the water meter, meter tail, meter gaskets, and meter box and tap the existing water main. Water taps larger than two (2) inches shall be the responsibility of the builder, developer, or owner. These charges **shall be established by resolution of the City Council.** are as follows:

Size of Meter (inches)	Charge
3/4	\$300.00
1	375.00
1-1/2	550.00
2	700.00

The charge for larger meters shall be a negotiated amount based on cost.

(2) It shall be the responsibility of the property owner or builder to make the water service extension to the desired property line location, which includes furnishing all material, equipment, and labor necessary to convey the water from the tap (installed by the city), to the desired property line where the meter box is to be located. This work will include excavations needed to expose the water main for tapping, arrangements for boring and/or street cuts, if necessary, and returning the work area to an acceptable standard of appearance as required by the city. Work occurring on predeveloped areas must be restored to original condition, including sodding if required.

(3) If the city agrees to make the water service extension to the desired property line location, including furnishing all materials, equipment and labor necessary to convey the water from the tap to the desired property line where the meter box is located, then the charge for such service shall be a negotiated amount based on cost over and above the normal water connection charge.

(4) Each living unit that is to be sold independently in fee simple shall have a separate water service.

(b) Sanitary sewer service.

(1) The charge for all sewer connections shall be established by resolution of the City Council.

Size (inches)	Charge
4	\$300.00
6	300.00
8	300.00

The charge for larger service connections shall be a negotiated amount based on cost.

(2) It shall be the responsibility of the city to perform all tapping procedures on existing sewer mains.

(3) It shall be the responsibility of the property owner or builder to make all arrangements for material, equipment, labor and/or special service required to make the extension from the tap on the sewer main for tapping by the city. Work occurring on predeveloped areas must be restored to original condition, including sodding if required.

(4) If the city agrees to make the sewer service connection from the tap on the sewer main to the desired property line location, then the charge for such service shall be a negotiated amount based on cost over and above the normal sewer connection charge.

(5) Each living unit that is to be sold independently in fee simple shall have a separate sewer service.

(c) All construction on public rights-of-way performed by the property owner, builder, and/or contractor shall be subject to inspection during construction by the proper authorities of the city and shall be constructed in accordance with the standard specifications approved by the city council.

(d) Water and/or sewer connections shall be subject to additional installation charges arising from extenuating installation circumstances.

(1977 Code, sec. 22-86; Ordinance adopting Code)

Agenda Item 4C

Approval of an Ordinance amending Chapter 21, "Building Regulations" by amending Sections 21.05.004 and 21.05.094(b) by deleting any and all fees contained therein and providing for a fee established by Resolution of the City Council; providing a savings clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City Council previously adopted Resolution No. 69-08, Master Fee Schedule, to provide general and special fees and charges to be assessed by the City. Upon adoption of Resolution No. 69-08 the fees set out in the Code of Ordinances were to be deleted to provide for the fees to be established by Resolution.

It has recently been determined that the fees contained in Chapter 21 "Building Regulations", Sections 21.05.004 and 21.05.094(b) were not deleted.

The attached Ordinance amends the above mentioned Sections by deleting the fees and to provide for the fees to be established by Resolution.

FINANCIAL IMPACT:

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 25-15

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING CHAPTER 21, "BUILDING REGULATIONS" BY AMENDING SECTIONS 21.05.004 AND 21.05.094(b) BY DELETING ANY AND ALL FEES CONTAINED THEREIN AND PROVIDING FOR A FEE ESTABLISHED BY RESOLUTION OF THE CITY COUNCIL; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seagoville, Texas, previously adopted Resolution No. 69-08 to provide general and special fees and charges to be assessed and collected by the City, as authorized by the Code of Ordinances and other applicable codes, ordinances, resolutions and laws; and

WHEREAS, upon adoption of Resolution No. 69-08, the fees set out in the Code of Ordinances were to be deleted to provide for the fees to be established by Resolution of the City Council; and

WHEREAS, it has recently been determined that the fees contained in Chapter 21, "Building Regulations", Sections 21.05.004 and 21.05.094(b) were not deleted and are in conflict with the current fees; and

WHEREAS, based on the foregoing, the City Council has determined that Chapter 21, Sections 21.05.004 and 21.05.094(b) of the City of Seagoville Code of Ordinances should be amended as provided herein.

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

SECTION 1. That the Code of Ordinances of the City of Seagoville, Texas be, and the same is, hereby amended by amending Chapter 21, "Building Regulations", by amending Sections 21.05.004 and 21.05.094(b) by deleting any and all fee amounts therein and providing for the establishment of such fees by resolution of the City Council, which shall read as follows:

"CHAPTER 21. BUILDING REGULATIONS

....

Sec. 21.05.004 Standing on public property

No building being moved pursuant to a permit granted under this article shall be allowed to remain stationary, parked or standing upon the public streets or other public property, except in cases of emergency, in which event the building must be removed from the public streets or other public property within forty-eight (48) hours after the

emergency has arisen. In such cases, there shall be paid to the city a fee established by resolution of the City Council for each day that such building remains upon public streets or other public property within the corporate limits of the city.

.....

Sec. 21.05.094 Inspection of building prior to issuance

(a)

(b) In all cases where any person desires to move a building from outside the corporate limits of the city to some point inside such corporate limits, in addition to other fees required, such person shall pay an inspection fee established by resolution of the City Council if the building to be moved is located with ten (10) miles from the corporate limits of the city. If the building is located more than ten (10) miles from the corporate limits of the city, such person shall pay a fee established by resolution of the City Council plus a per mile charge for a distance which exceeds ten (10) miles. Any person desiring to move a building from one place in the city to another place in the city or from a point within the city to a point outside the city shall first pay an inspection fee established by resolution of the City Council.

.....”

SECTION 2. That all provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. This Ordinance shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED by the City Council of the City of Seagoville on this 14th day of December, 2015.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Dara Crabtree, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(:cdb 12/03/2015)

Sec. 21.05.004 Standing on public property

No building being moved pursuant to a permit granted under this article shall be allowed to remain stationary, parked or standing upon the public streets or other public property, except in cases of emergency, in which event the building must be removed from the public streets or other public property within forty-eight (48) hours after the emergency has arisen. In such cases, there shall be paid to the city a fee of ~~thirty-five dollars (\$35.00)~~ **a fee established by resolution of the City Council** for each day that such building remains upon public streets or other public property within the corporate limits of the city.

Sec. 21.05.094 Inspection of building prior to issuance

(a) Prior to issuing a permit under this division, the building official or someone under his direction shall make a personal inspection of the building sought to be moved. Such inspection shall be for the purpose of determining whether the building may be moved under the provisions of this article.

(b) In all cases where any person desires to move a building from outside the corporate limits of the city to some point inside such corporate limits, in addition to other fees required, such person shall pay an inspection fee of ~~twenty-five dollars (\$25.00)~~ **established by resolution of the City Council** if the building to be moved is located within ten (10) miles of the corporate limits of the city. If the building is located more than ten (10) miles from the corporate limits of the city, such person shall pay a fee of ~~twenty-five dollars (\$25.00) plus forty cents (\$0.40) per mile~~ **established by resolution of the City Council plus a per mile charge** for a distance which exceeds ten (10) miles. Any person desiring to move a building from one place in the city to another place in the city or from a point within the city to a point outside the city shall first pay to the city an inspection fee of ~~twenty-five dollars (\$25.00), in addition to all other fees~~ **established by resolution of the City Council**.

(c) The fee provided for in this section is levied to help defray the cost of inspecting a building prior to its being moved into or within the city. In the event such fee has been paid and inspection reveals that the building does not comply with the requirements of the ordinances of the city and may not be brought into or moved within the city, no refund shall be made of such fee and the entire amount shall be retained by the city to help defray the costs of inspection.

Agenda Item 5C

Approval of an Ordinance amending Chapter 25, "Zoning" by repealing Sections 25.02.554(2) and 25.02.732 and providing for a fee established by Resolution of the City Council; providing for a savings clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City Council previously adopted Resolution No. 69-08, Master Fee Schedule, to provide general and special fees and charges to be assessed by the City. Upon adoption of Resolution No. 69-08 the fees set out in the Code of Ordinances were to be deleted to provide for the fees to be established by Resolution.

It has recently been determined that the fees contained in Chapter 25 "Zoning", Sections 25.02.554(2) and 21.02.732 were not deleted.

The attached Ordinance amends the above mentioned Sections by deleting the fees and to provide for the fees to be established by Resolution.

FINANCIAL IMPACT:

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 26-15

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING CHAPTER 25, "ZONING", BY REPEALING SECTIONS 25.02.554(2) AND 25.02.732 AND PROVIDING FOR A FEE ESTABLISHED BY RESOLUTION OF THE CITY COUNCIL; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seagoville, Texas, previously adopted Resolution No. 69-08 to provide general and special fees and charges to be assessed and collected by the City, as authorized by the Code of Ordinances and other applicable codes, ordinances, resolutions and laws; and

WHEREAS, upon adoption of Resolution No. 69-08, the fees set out in the Code of Ordinances were to be deleted to provide for the fees to be established by Resolution of the City Council; and

WHEREAS, the City Council has determined that Chapter 25, Sections 25.02.554(2) and 25.02.732 of the City of Seagoville Code of Ordinances should be repealed and replaced with the provision of establishing fees by resolution of the City Council as provided herein.

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

SECTION 1. That the Code of Ordinances of the City of Seagoville, Texas be, and the same is, hereby amended by amending Chapter 25, "Zoning", by repealing 25.02.554(2) and 25.02.732 and replacing with a provision for the establishment of such fees by resolution of the City Council, which shall read as follows:

"CHAPTER 25. ZONING

....

Sec. 25.02.554 Concept/site plan submission requirements

An application for concept plan (voluntary except for planned developments or specific use permits) or site plan approval shall be comprised of the following (all required items/information must be received by the city manager or his/her designee, in order for a concept plan or site plan application to be considered complete (see section 6 below) – incomplete submissions will not be reviewed until all deficient items and information have been received):

(1) ...

(2) Filing fee established by resolution of the City Council.

(3) ...

.....

Sec. 25.02.732 Zoning application fee structure

The zoning application fee structure shall be established by resolution of the City Council. Applications withdrawn within twenty-four (24) hours from the time the application is submitted may qualify for a partial refund in an amount established by resolution of the City Council. Applications withdrawn after twenty-four (24) hours from the time application is submitted shall not qualify for a refund.

.....”

SECTION 2. That all provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. This Ordinance shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED by the City Council of the City of Seagoville this 14th day of December, 2015.

Dennis K. Childress, Mayor

ATTEST:

Dara Crabtree, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(:cdb 12/03/2015)

Sec. 25.02.554 Concept/site plan submission requirements

An application for concept plan (voluntary except for planned developments or specific use permits) or site plan approval shall be comprised of the following (all required items/information must be received by the city manager, or his/her designee, in order for a concept plan or site plan application to be considered complete (see section 6 below) - incomplete submissions will not be reviewed until all deficient items and information have been received):

- (1) An application form (format provided by the city) with notarized signatures of the owner or his/her designated representative if the applicant is not the owner of the subject property;
- (2) Filing fee (~~as established by city Ordinance No. _____, as amended~~) **established by resolution of the City Council**;
- (3) Verification that all taxes and assessments on the subject property have been paid (see section 5 below).
- (4) Copies of the concept plan or site plan (on 24" x 36" sheet, and drawn to a known engineering scale that is large enough to be clearly legible), and other required information, the quantity of which shall be determined by the city manager (or his/her designee).
- (5) General layout for the required public improvements (water, wastewater, grading/storm drainage, streets, water quality, fire lanes and hydrants, screening and landscaping, etc.), the quantity of which shall be determined by the city manager, or his/her designee.
- (6) Reduced copies (11" x 17") of the site plan as required by the city manager, or his/her designee.
- (7) Landscaping and irrigation plans (with site plan; not required with concept plan), the quantity of which shall be determined by the city manager, or his/her designee.
- (8) Building facade (elevation) plans (with site plan; not required with concept plan) drawn to scale, the quantity of which shall be determined by the city manager, or his/her designee.
- (9) Any additional information/materials (such as plans, maps, exhibits, legal description of property, information about proposed uses, etc.) as deemed necessary by the city manager, or his/her designee, in order to ensure that the development request is understood.
- (10) If the application is for a single-family subdivision, a preliminary/construction plat may qualify as a site plan, notwithstanding other information contained herein that may still be deemed as required with the application.

Division 33. Permits and Certificates

Sec. 25.02.732 Zoning application fee structure

The following zoning application structure is hereby instituted:

0 – 2 acres	\$150.00
2+ – 5 acres	300.00
5+ – 15 acres	600.00
15+ acres	50.00 per acre*
Planned development fee	150.00
per acre	75.00*
Special use permit (SUP)	250.00 base
per acre	50.00*

*Not to exceed \$1,000.00

shall be established by resolution of the City Council.

Application withdrawn within 24 hours from the time application is submitted may qualify for a partial refund in an amount established by resolution of the City Council. ~~75.00 refund~~

No refund for applications withdrawn after 24 hours from the time submitted.

(Ordinance 652, sec. 1, adopted 12/17/87; Ordinance 02-92, sec. 1, adopted 2/6/92; Ordinance 2-2000, sec. 1, adopted 1/20/00)

Editor's note—Ord. 652, adopted 12/17/87, and amendatory Ords. 02-92 and 2-2000, did not specifically amend the zoning ordinance, and have been included herein as [section 25.02.732](#) at the discretion of the editor.

Agenda Item 6C

Approval of an Ordinance amending Chapter 15, "Public Works" by repealing Section 15.02.073, "Fees, Deposits and Reservations", in its entirety and reserving the same for future use; providing a savings clause; and providing an effective date.

BACKGROUND OF ISSUE:

In the process of preparing appropriate information for the update of the Master Fee Schedule staff determined that Section 15.02.073, "Fees, Deposits and Reservations", was no longer applicable and may conflict with other ordinances and policies of the City.

The attached Ordinance repeals the above mentioned Section in its entirety and reserves the same for future use. The fees referenced therein have been provided for and incorporated into the Master Fee Schedule under Special Events.

FINANCIAL IMPACT:

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 27-15

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING CHAPTER 15, "PUBLIC WORKS" BY REPEALING SECTION 15.02.073. "FEES, DEPOSITS AND RESERVATIONS", IN ITS ENTIRETY AND RESERVING THE SAME FOR FUTURE USE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in the process of preparing the appropriate information for the update of the Master Fee Schedule staff determined that Section 15.02.073, "Fees, Deposits and Reservations", was no longer applicable and may conflict with other ordinances and policies of the City; and

WHEREAS, in order to prevent possible conflict, staff recommends repealing said Section based on the fact that the fees referenced therein have been provided for and incorporated into the Master Fee Schedule under Special Events; and,

WHEREAS, after discussion and consideration the City Council desires to accept the staff's recommendation and repeal Section 15.02.073 in its entirety, reserving the same for future use.

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

SECTION 1. That the Code of Ordinances of the City of Seagoville, Texas be, and the same is, hereby amended by amending Chapter 15, "Public Works" by repealing Section 15.02.073, "Fees, Deposits and Reservations", in its entirety and reserving the same for future use, which shall read as follows:

"CHAPTER 15. PUBLIC WORKS

.....

Sec. 15.02.072 Designation of areas of permitted activities

....

Sec. 15.02.073 Reserved for future use

Sec. 15.02.074 League commissioner

....."

SECTION 2. That all provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby amended, repealed, and all

other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. This Ordinance shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this 14th day of December, 2015.

Dennis K. Childress, Mayor

ATTEST:

Dara Crabtree, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(cdb 12/08/2015)

Agenda Item 7

Conduct a public hearing and direct staff on a request from James Sudduth to amend the current land use and development regulations on an existing Planned Development – 13-01 (PD-13-01) to Planned Development – 13-01 (PD-13-01) Amendment 1 on property located at 1706 S. US Highway 175 more specifically described as Lots 1, 2, and 3, Block A of the Sudduth Addition being part of the Andrew Nail Survey, Abstract No. 355 and the D. Wilkerson Survey Abstract No 566, Kaufman County.

BACKGROUND OF ISSUE:

On or about April 15, 2013, a zoning change from Agriculture to Planned Development 13-01 was granted for the property located at 1706 S. US Highway 175 providing for the concept site plan along with the development regulations. At the time the original Planned Development was adopted the property owner, James Sudduth, did not have a clear understanding of what the needs of the property would be. Mr. Sudduth now has a clearer understanding of the needs and desires to be allowed to add or move items as needed.

Eight (8) notices were mailed to the surrounding property owners within 200 feet of the subject property. No notices were received from property owners, in favor or opposed to the request. In accordance with the law, a public hearing was held before the Planning & Zoning Commission on December 8, 2015, the applicant's representatives, Brandon Baker and Larry Campbell spoke in favor of the request. No one spoke in opposition.

The existing zoning and land use of the immediately surrounding properties are as follows:

<u>Direction</u>	<u>Existing Zoning</u>	<u>Existing Land Use</u>
North	outside city limits	East Fork Trinity River
South	Agriculture	U.S. Highway 175
East	Residential-2	John Bunker Sands Wetland Center
West	Residential-2	Undeveloped Land/Agriculture

The Planning & Zoning Commission voted 3 in favor, 0 against and 2 abstained (Thompson and Adams) to amend the existing Planned Development – 13-01 (PD-13-01) with the following recommendations:

- (1) R-panel fencing moved or added, as needed;
- (2) handi-capped parking, as required;
- (3) holiday park with structures and temporary buildings;
- (4) car corral;
- (5) buildings, as needed;
- (6) storage containers, as needed;
- (7) water tanks, as needed;
- (8) carports behind buildings;

- (9) extend concession building; and
- (10) soccer fields.

Please note the existing Planned Development 13-01 does not provide for the sale and display of fireworks, Ordinance No. 04-12 provides for the sale and display at this property.

FINANCIAL IMPACT:



PAID

NOV 12 2015

ZONING APPLICATION

City of Seagoville City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: 12-8-15 City Council: 12-14-15
DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required): 10-22-15

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: Sudduth Addition
 Physical Location of Property: West bound Hwy. 175 - 1,130± ft NE of FM 1389
[General Location – approximate distance to nearest existing street corner.]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description):
Lots 1 thru 3, Block A of the Sudduth Addition
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreeage: 114.3± Existing Zoning: PD-AG (64.688 Acres) Requested Zoning: PD-C (Amendment #17)
(49.612 Acres) Attach a detailed description of requested zoning & development standards, if a PD

Applicant / Owner's Name: James/Naema Sudduth Applicant or Owner? (circle one)
 Contact Person: James Sudduth Title: Owner
 Company Name: Seagoville Trades Ways
 Street/Mailing Address: 2402 Clover Hill City: Seagoville State: Tx Zip: 75159
 Phone: (214) 244 3701 Fax: () E-mail: [REDACTED]

Engineer / Representative's Name: _____
 Contact Person: _____ Title: _____
 Company Name: _____
 Street/Mailing Address: _____ City: _____ State: _____ Zip: _____
 Phone: () Fax: () E-mail Address: _____

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: James Sudduth Title: Owner Date: 11/12/15

SUBSCRIBED AND SWORN TO before me, this the 12 day of Nov, 15
[Month] [Year]



Notary Public in and for the State of Texas: Stepper Sebastian
 My Commission Expires On: 4-29-17

[seal]

Office Use Only: Date Rec'd: 11-12-15 Fee Paid: \$ 1,500.00 Check #: 8010 Receipt #: 396287
 Zoning Case # 22015-08 Accepted By: CK Official Submittal Date: 11-12-15

requested
Add to P.O.

R-Panel Fencing moved or
added as needed

Handicap parking as reqd.

Holiday park w/ structures + Temp
Bldgs.

Car Corral

Bldg as needed 6 max

Storage Containers as needed

Water Tanks as needed

Carports Behind Bldgs

extend concession Bldg.

Soccer Fields

Holiday Firework shows

Jones Suddeth
11/12/15



November 19, 2015

VIA email – News@SuburbiaNews.com

Suburbia News – Public Notices Department
P.O. Box 130
Seagoville, Texas 75159

Please publish the legal notice as shown below in the **November 25, 2015** issue of your newspaper.
Thank you!

Cindy Kintz, Planning & Zoning Liaison
City of Seagoville, 702 North U.S. Highway 175, Seagoville, Texas 75159
Fax: (972) 287-3891

NOTICE OF A PUBLIC HEARING BEFORE THE CITY OF SEAGOVILLE
PLANNING & ZONING COMMISSION AND CITY COUNCIL
ZONING CASE #Z2015-08
*****CORRECTION*****

A public hearing will be held before the Planning & Zoning Commission on Tuesday, December 8, 2015 at 6:30 p.m., and before the City Council on Monday, December 14, 2015, at 7:00 p.m., in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, on a zoning request amending the current land use and regulations on an existing planned development from 64.688 acres zoned as Planned Development – Agriculture (PD-AG) to Planned Development – Agriculture (PD-AG) [Amendment #1] and 49.612 acres zoned as Planned Development – Commercial (PD-C) to Planned Development – Commercial (PD-C) [Amendment #1] and amending the Comprehensive Land Use Plan. Applicant: James Sudduth

The subject acreage fronts 1,229± feet on to the westbound U.S. Highway 175 Service Road and is 1,130± feet northeast of F.M. 1389 in the City of Seagoville, Kaufman County, Texas. (Property Physical address: 1706 South U.S. Highway 175; Property Acreage: 114.301± acres; Property Legal Description: Lots 1, 2 and 3, Block A of the Sudduth Addition being part of the Andrew Nail Survey, Abstract No. 355 and the D. Wilkerson Survey, Abstract No. 566, as recorded in Instrument No. 2012-0010392 in the Plat Records of Kaufman County, Texas).

The City Council of the City of Seagoville will hold a public hearing on Monday, **December 14, 2015**, at 7:00 p.m. in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, to consider the recommendation of the Planning and Zoning Commission in regards to this request.

As an interested citizen, you may appear at the public hearings or you may send a notice, prior to 5:00 p.m. on the days of the public hearings, to City Secretary Dara Crabtree or Planning Technician Cindy Kintz, 702 N. Highway 175, Seagoville, Texas 75159 or via fax at (972) 287-3891 stating your position.

CITY OF SEAGOVILLE
Dara Crabtree
City Secretary

Cindy Kintz
Planning and Zoning

Zoning Request #2015-08
(1706 South U.S. Highway 175)

BURL SWAFFORD
7110 EUDORA STREET
DALLAS, TX 75230

DOUBLE R LAND CO
1501 ALTA DRIVE
FORT WORTH, TX 76107

DOUBLE R LAND CO
1501 ALTA DRIVE
FORT WORTH, TX 76107

WETLANDS MANAGEMENT LP
2101 CEDAR SPRINGS, SUITE 1600
DALLAS, TX 75201

TEXAS DEPT. OF TRANSPORTATION
ATTN: REAL ESTATE DIVISION
125 EAST 11th STREET
AUSTIN, TX 78701

I, Planning Technician Cindy Kintz, do solemnly swear that the eight (8) property owners listed above were sent a property owner notice on Zoning Request #Z2015-08 on the subject property commonly known as 1706 South U.S. Highway 175 on Wednesday afternoon, **November 25, 2015** and placed in the out-going United States Post Office box located at the rear entrance of city hall next to the night drop box for the utility (water) bill payments per City Secretary Dara Crabtree.


Signature: Cindy Kintz

Date: November 25, 2015 (Wednesday)

City of Seagoville, Texas
702 N. Highway 175
Seagoville, Texas 75159



November 25, 2015

PUBLIC NOTICE
NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING & ZONING COMMISSION AND CITY COUNCIL
City of Seagoville, Texas
#Z2015-08

A public hearing will be held before the Planning & Zoning Commission on Tuesday, December 8, 2015 at 6:30 p.m., and before the City Council on Monday, December 14, 2015, at 7:00 p.m., in the Council Chambers, City Hall, 702 North U.S. Highway 175, Seagoville, Texas, for the purpose of a zoning request to amend the current land use and regulations on an existing planned development from 64.688 acres zoned as Planned Development – Agriculture (PD-AG) to Planned Development – Agriculture (PD-AG) [Amendment #1] and 49.612 acres zoned as Planned Development – Commercial (PD-C) to Planned Development – Commercial (PD-C) [Amendment #1] and amending the Comprehensive Land Use Plan. *Applicant: James Sudduth*

The subject acreage fronts 1,229± feet on to the westbound U.S. Highway 175 Service Road and is 1,130± feet northeast of F.M. 1389 in the City of Seagoville, Kaufman County, Texas. (Property Physical address: 1706 South U.S. Highway 175; Property Acreage: 114.301± acres; Property Legal Description: Lots 1, 2 and 3, Block A of the Sudduth Addition being part of the Andrew Nail Survey, Abstract No. 355 and the D. Wilkerson Survey, Abstract No. 566, as recorded in Instrument No. 2012-0010392 in the Plat Records of Kaufman County, Texas).

The City Council of the City of Seagoville will hold a public hearing on Monday, December 14, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, to consider the recommendation of the Planning and Zoning Commission in regards to this request.

As an interested citizen, you may appear at the public hearings or you may send a notice, prior to 5:00 p.m. on the day of the public hearings, to either City Secretary Dara Crabtree or to Cindy Kintz, Planning and Zoning Commission Liaison, 702 North U.S. Highway 175, Seagoville, Texas 75159 or via fax at (972) 287-3891 stating your position.

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

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

"I am... (in favor of) (opposed to) ...Zoning Request Z2015-08 described herein."

Additional Comments (if necessary, affix additional sheet): _____

Signature(s): _____

Printed Name(s): _____

Address: _____ Seagoville TX 75159

Phone Number: (972) _____



MINUTES

FOR THE SEAGOVILLE PLANNING AND ZONING COMMISSION

Meeting scheduled to begin at 6:30 p.m.,

Tuesday, December 8, 2015

in the Council Chambers of City Hall,
located at 702 N. Highway 175 – Seagoville, Texas

- I. Vice-Chairperson Sudduth declared a quorum present and called the meeting to order at 6:32 p.m.

Commissioners present: Vice-Chairperson James Sudduth
Commissioner Carl Polnac
Commissioner Garry Adams
Commissioner Errik Watson
Chairperson Alexandria Perez (arrived at 6:34 p.m.)
Commissioner Dee Thompson (arrived at 6:41 p.m.)

Commissioners absent: Commissioner Catherine Braggs

City Staff present: Building Official Ladis Barr
Planning Technician/P&Z Commission Liaison Cindy Kintz

- II. Mr. Dennis Childress gave the invocation and the commissioners led in the reciting of the Pledge of Allegiance.
- III. Commissioner Polnac made a motion, seconded by Commissioner Watson, to approve the minutes for the meeting held on November 10, 2015. A vote was cast 3 in favor, 0 against and 1 abstained (Commissioner Adams was absent).
- IV.A. After a discussion, Vice-Chairperson Sudduth made a motion, seconded by Commissioner Adams, to approve a request from Dennis Childress to approve a final site plan for Lot 2 of the Jackie C. Ballard Addition, more commonly known as 1507 North U.S. Highway 175, on the south side of U.S. Highway 175, generally located 200 feet northwest of Environmental Way and 686 feet southeast of Seagoville Road in Seagoville, Texas. A vote was cast 5 in favor and 0 against.

At this time, Vice-Chairperson Sudduth recused himself from the dais and left the building at 6:40 p.m.

- V.A. Chairperson Perez opened the public hearing at 6:42 p.m. to hear Zoning Request #Z2015-08 from James Sudduth represented by Brandon Baker – 1371 Water Oak Drive, Kaufman, Texas 75142 – and Larry Campbell – 13950 West U.S. Highway 175, Seagoville, Texas 75159 – to rezone Lots 1, 2 and 3, Block A of the Sudduth Addition being part of the Andrew Nail Survey, Abstract No. 355 and the D. Wilkerson Survey, Abstract No. 566, more commonly known as 1706 South U.S. Highway 175 in Seagoville, Texas from 64.688 acres zoned as Planned Development – Agriculture (PD-AG) to Planned Development – Agriculture (PD-AG) [Amendment #1] and 49.612 acres zoned as Planned Development – Commercial (PD-C) to Planned Development – Commercial (PD-C) [Amendment #1]; and amend the Comprehensive Land Use Plan. The applicant’s representatives, Brandon Baker and Larry Campbell, spoke in favor of the request. No one spoke in opposition to the request. The public hearing was closed at 7:23 p.m.

After holding a discussion, Commissioner Polnac made a motion, seconded by Commissioner Watson, to recommend to the Seagoville City Council approving Zoning Request #Z2015-08 to include in the existing planned development the following land use and regulations: (1) R-panel fencing moved or added, as needed; (2) handi-capped parking, as required; (3) holiday park with structures and temporary buildings; (4) car corral; (5) buildings, as needed; (6) storage containers, as needed; (7) water tanks, as needed; (8) carports behind buildings; (9) extend concession building; and (10) soccer fields as proposed by the applicant and amend the Comprehensive Land Use Plan. A vote was cast 3 in favor, 0 against and 2 abstained (Commissioners Thompson and Adams).

[Note: According to City Attorney Bob Hager, under Robert's Rule of Order, the two abstaining votes are to be counted for the prevailing side, in which case resulting in 5 in favor and 0 against the applicant's request.]

- VI. The meeting was adjourned at 7:45 p.m.

ALEXANDRIA PEREZ
CHAIRPERSON

ATTEST:

CINDY KINTZ, PLANNING TECHNICIAN AND
PLANNING AND ZONING COMMISSION LIAISON

**CURRENT
PLANNED DEVELOPMENT**

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 04-13

AN ORDINANCE OF THE CITY OF SEAGOVILLE, KAUFMAN COUNTY, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF SEAGOVILLE, KAUFMAN COUNTY, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM AGRICULTURAL ("AG") TO PLANNED DEVELOPMENT-13-01 (PD-13-01) FOR THE PROPERTY LOCATED AT 1706 SOUTH U.S. HIGHWAY 175, SEAGOVILLE, KAUFMAN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS LOTS 1, 2 AND 3 BLOCK A, OF THE SUDDUTH ADDITION AND BEING LEGALLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE APPROVAL OF THE CONCEPT PLAN ATTACHED AS EXHIBIT "B", ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR DEVELOPMENT REGULATIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission and the governing body of the City of Seagoville, Texas, in compliance with the laws of the State of Texas, and pursuant to the Comprehensive Zoning Ordinance of the City of Seagoville, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that Zoning Application No. PD-13-01 should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended.

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas, duly passed by the governing body of the City of Seagoville, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning from Agricultural ("AG") to Planned Development-13-01 (PD-13-01), for the property located at 1706 South U. S.

Highway 175, Seagoville, Kaufman County, Texas and being more particularly described as Lots 1, 2 and 3, Block A of the Sudduth Addition and being legally described in Exhibit A, which is attached hereto and incorporated herein.

SECTION 2. The property shall be developed and used in accordance with the following regulations:

A. **Purpose.** The purpose of this planned development is to provide for a mixed use development within the Sudduth Addition.

B. The property shall be developed and used only in accordance with the development regulation as set forth within this ordinance and regulations promulgated herein. All development shall be in compliance with all local, state and federal laws and regulations, except as amended herein.

C. **Use and Regulations**

1. The following use and regulations shall be applicable to Lot 1, Block A of the Sudduth Addition:

(a) Single family residence and accessory buildings, as set forth and depicted on the Conceptual Site Plan, which is attached hereto and incorporated herein as Exhibit B, and as provided in Chapter 25, Article 25.02, Division 4, R-1 Single Family District Regulations, and other applicable provisions of Chapter 25, City of Seagoville Code of Ordinances. .

(b) No additional uses, accessory uses or structures are allowed without an amendment to this regulation and ordinance.

2. The following use and regulations shall be applicable to Lot 2, Block A of the Sudduth Addition:

(a) For the purposes of this ordinance, the following definitions shall apply:

(1) *Flea market* shall mean an occasional or periodic market held in an open area or structure where goods are offered for sale to the general public by individual sellers from open or semi-open facilities or temporary structures.

- (2) *Market days* shall mean Friday, Saturday and Sunday from 6:00 am to 6:00 pm. and shall include any federal holidays which fall specifically on Monday.
 - (3) *Special events* shall mean any carnivals, carnival games, rodeos, concerts and/or similar activities not associated with a flea market as defined herein; a live musical performance during market days shall not be included in the definition of concert or special event.
- (b) Shall be developed and used as a flea market, as defined and set forth herein and/or any other allowable Commercial use set forth in the City of Seagoville Zoning Ordinance, Chapter 25, Division 16, *except as specifically prohibited in C.2. (f) below.*
 - (c) The enclosed pavilions or rental spaces currently constructed on said lot shall be maintained in a good condition but may not be enlarged or replaced without an amendment to this regulation and ordinance.
 - (1) Building materials and construction which constitute an amendment to these regulations and ordinance for pavilions shall require:
 - (a) Metal steel exterior
 - (b) Concrete foundation
 - (2) Compliance with local codes for all building codes, fire codes or any other applicable codes shall apply to all existing and new pavilions and rental spaces.
 - (3) Between Suite 1652 and Suite 1710, there shall be an unobstructed driveway and fire lane of twenty four (24) feet as provided in Exhibit B.
 - (4) No flea market customer parking is permitted in front of the buildings adjacent to SH 175, except for loading and unloading goods during specified business.
 - (5) Vendor spaces shall be a minimum of 10' by 10'.
 - (d) Eight (8) concrete pads, measuring 18 X 24 feet, may be constructed and maintained without permanent walls and roof. Said pad may be covered with non permanent enclosure during market hours, as provided herein. In no event, however, shall any temporary wood structures or canopy frames be allowed on non-market days.
 - (e) **General Parking Regulations for Flea Market Use.**

- (1) Parking is permitted on the improved surface area designated on the Concept Plan, which is attached hereto and incorporated herein as Exhibit B.
 - (2) Overflow parking may be permitted on unimproved surfaces.
- (f) Prohibited Uses - In no event shall the following uses be permitted on Lot 2, which are as follows:
- (1) Automotive sales;
 - (2) Automotive laundry/car wash;
 - (3) Mechanic or automotive repair service;
 - (4) Gasoline or petroleum sales;
 - (5) Drive-through window service;
 - (6) Drive-in service;
 - (7) Convenience stores;
 - (8) Storage facilities of any type, indoor or outdoor, including but not limited to, motor vehicles, recreational vehicles, boats, campers and trailers; and/or
 - (9) firearm sales.
- (g) Miscellaneous Standards of Development.
- (1) Driveways or fire lanes shall be constructed and maintained in accordance with the adopted fire code of the City of Seagoville and as depicted on Exhibit B.
 - (2) Building materials shall be as provided herein.
- (h) Sign Regulations. After obtaining the appropriate permits, all signage permitted on the property shall comply with the provisions of the City of Seagoville Sign Ordinance, as amended.
- (i) Special Events. After obtaining the appropriate permits, a maximum of ten (10) special events per calendar year may be held on the property. Special events may be permitted during non-market days (as defined herein) from 8:00 a.m. to 11:00 p.m.
- (j) Site Plan Approval
- (1) A detailed site plan for any future construction shall be filed with the City Manager or designee.
 - (2) Such site plan shall be approved or denied by the City Planning and Zoning Commission.
 - (3) Site plan submittal shall comply with the requirements of Chapter 25, Article 25.02, Division 22, Section 25.02.534 (2).

(k) Beer Garden. A beer garden. Defined as a non-profit private club as permitted by the Texas Alcoholic Beverage Commission ("TABC"), may be maintained on market days between the hours of 10:00 a.m. to 6:00 p.m. on Saturday and 12:00 p.m. and 6:00 p.m. on Sunday and on special events between the hours of 12:00 p.m. and 11:00 p.m., subject to the following:

(1) As used herein, beer garden shall mean a temporary dispensing of beer, as defined by State law, which is enclosed and/or segregated from surrounding uses in conjunction with the market or special event days as defined herein, but may not operated for more than three (3) consecutive calendar days.

(2) Must comply with any and all Texas Alcoholic Beverage Commission rules, permits and regulations to operate, as well as any and all City of Seagoville permits, codes, and ordinances regulating food and food establishments.

(3) A copy of the licensed issued by the TABC shall be filed with the City Manager or designee.

(4) A six foot (6') fence chain-link fence shall wholly enclose the perimeter of the area designated as the beer garden.

(5) There must be a licensed police officer on the premises to provide security.

(6) There shall be a single point of entry and single point of exit for the beer garden.

(l) Current dumpster do not have to be screened; however, any additional dumpsters shall be screened from view from public right of ways in accordance with the code of ordinances.

(m) The harboring of live animals on non-market days is strictly prohibited.

(n) In no event shall any structure or construction of any nature be permitted within the area designated as flood plain.

3. Lot 3, Block A of the Sudduth Addition shall be used and developed in accordance with Chapter 25; Article 25.02, Division 16, Commercial District and other applicable provisions of Chapter 25 of the Seagoville Code of Ordinances.

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

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

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

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

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

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

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

DULY PASSED by the City Council of the City of Seagoville, Texas, this the 15 day of April, 2013.

APPROVED:



SIDNEY M. SEXTON, MAYOR

ATTEST:



DARA CRABTREE, CITY SECRETARY

APPROVED AS TO FORM:



ROBERT E. HAGER, CITY ATTORNEY
(REH/npm)

EXHIBIT "A"
(Legal Property Description)

**STATEWIDE SURVEYING SERVICES
REGISTERED PROFESSIONAL LAND SURVEYORS**

GREG BJERVEN, R. P. L. S.
208 N. WASHINGTON

KAUFMAN, TEXAS 75142

METRO PHONE/FAX: (972) 962-4481

**FIELD NOTES FOR JAMES SUDDUTH
ANDREW NAIL SURVEY, ABSTRACT NO. 355
D. WILKERSON SURVEY, ABSTRACT NO. 566
KAUFMAN COUNTY, TEXAS**

All that certain lot, tract or parcel of land, part of the Andrew Nail Survey, Abstract No. 355 and the D. Wilkerson Survey, Abstract No. 566, Kaufman County, Texas, part of that certain Tract No. 1, called 104.301 acres and all of that certain Tract No. 2, called 10.000 acres conveyed to James Sudduth and Norma Sudduth by Carl E. Markstrom and Norma A. Markstrom on March 12, 2003, recorded in Vol. 2164 page 361 of the Deed Records of Kaufman County, Texas and being more completely described as follows, to-wit:

COMMENCING at a 3/8" Iron rod found at the Southerly West corner of the above mentioned 104.301 acre tract, at the South corner of the Burt Swafford 65 acre tract, recorded in Vol. 1318 page 853 of the Deed Records of Kaufman County, Texas and being in the Southwest line of the above mentioned Andrew Nail Survey.

THENCE N 31 deg. 45 min. 00 sec. E, with the Southeast line of said 65 acre tract, a distance of 730.75 ft. to a 3/8" Iron rod set at the POINT OF BEGINNING.

THENCE N 31 deg. 45 min. 00 sec. E, continuing with the Southeast line of said 65 acre tract, a distance of 1487.67 ft. to a 3/8" Iron rod found at the East corner of same.

THENCE N 41 deg. 22 min. 01 sec. W, with the Northeast line of said 65 acre tract, a distance of 909.57 ft. to a point at the intersection of same with the west bank of the East Fork of the Trinity River, from which a 3/8" Iron rod set for reference bears S 41 deg. 22 min. 01 sec. E-2990 ft.

THENCE, along the west bank of the East Fork of the Trinity River as follows; S 64 deg. 29 min. 54 sec. E-29.48 ft., S 44 deg. 19 min. 24 sec. E-100.02 ft., S 60 deg. 21 min. 49 sec. E-114.14 ft., S 71 deg. 12 min. 30 sec. E-128.16 ft., S 77 deg. 03 min. 27 sec. E-209.85 ft., S 83 deg. 49 min. 43 sec. E-256.46 ft., N 69 deg. 49 min. 39 sec. E-104.19 ft., N 40 deg. 37 min. 22 sec. E-195.38 ft., N 30 deg. 29 min. 26 sec. E-202.02 ft., N 30 deg. 30 min. 02 sec. E-54.86 ft., S 45 deg. 50 min. 35 sec. E-52.21 ft., S 44 deg. 10 min. 54 sec. E-198.86 ft., S 28 deg. 57 min. 49 sec. E-106.36 ft., S 56 deg. 33 min. 44 sec. E-229.19 ft., N 75 deg. 37 min. 43 sec. E-146.50 ft., N 44 deg. 56 min. 19 sec. E-167.93 ft., N 22 deg. 59 min. 53 sec. E-130.35 ft., N 49 deg. 57 min. 19 sec. E-94.66 ft., S 74 deg. 32 min. 51 sec. E-179.31 ft., S 62 deg. 07 min. 52 sec. E-106.51 ft., S 43 deg. 31 min. 52 sec. E-72.55 ft., S 40 deg. 17 min. 15 sec. E-131.33 ft., S 18 deg. 43 min. 09 sec. W-123.06 ft., S 48 deg. 51 min. 45 sec. W-92.12 ft., S 57 deg. 05 min. 34 sec. W-106.69 ft., S 57 deg. 40 min. 08 sec. W-136.09 ft., S 46 deg. 22 min. 10 sec. W-134.71 ft., S 9 deg. 24 min. 08 sec. W-77.89 ft., S 30 deg. 40 min. 45 sec. E-98.54 ft., S 55 deg. 49 min. 36 sec. E-142.32 ft., S 68 deg. 54 min. 39 sec. E-89.67 ft., N 89 deg. 23 min. 06 sec. E-215.63 ft., N 63 deg. 29 min. 45 sec. E-130.79 ft., N

S2 deg. 08 min. 08 sec. E-54.48 ft., N 46 deg. 20 min. 55 sec. E-58.99 ft. and N 62 deg. 13 min. 17 sec. E-80.57 ft. to a point at the Northerly East corner of the above mentioned 104.301 acre tract and being in the Southeast line of the above mentioned Andrew Nail Survey.

THENCE S 42 deg. 49 min. 43 sec. W, with the Northerly Southeast line of said 14.361 acre tract and with the Southeast line of said Andrew Nail Survey, a distance of 1549.90 ft. to a 3/8" Iron rod found at an ell corner of said 104.301 acre tract.

THENCE S 42 deg. 23 min. 34 sec. E, a distance of 274.28 ft. to a 5/8" Iron rod found at an ell corner of said 104.301 acre tract.

THENCE S 43 deg. 49 min. 09 sec. W, passing the East corner of the above mentioned 10.000 acre tract, continuing a total distance of 1399.92 ft. to a 3/8" Iron rod found at the South corner of same and being in the North Right of Way line of U. S. Highway No. 175.

THENCE N 78 deg. 01 min. 09 sec. W, with the North Right of Way line of U. S. Highway No. 175, a distance of 1169.95 ft. to a 3/8" Iron rod set for corner.

THENCE N 18 deg. 30 min. 27 sec. E, a distance of 179.33 ft. to a 3/8" Iron rod set for corner.

THENCE N 31 deg. 45 min. 00 sec. E, a distance of 666.87 ft. to a 3/8" Iron rod set for corner.

THENCE N 71 deg. 29 min. 33 sec. W, a distance of 275.50 ft. to the POINT OF BEGINNING, containing 109.301 acres of land.

I, Greg Sjerven, Registered Professional Land Surveyor No. 5244, do hereby certify that the above field notes and companion plat were prepared from an actual survey made by me on the ground during the month of April, 2012.

This survey was performed for the benefit of James Sudduth. Use of these field notes by any other person or for any other purpose is prohibited and the undersigned is not responsible for any loss resulting therefrom.

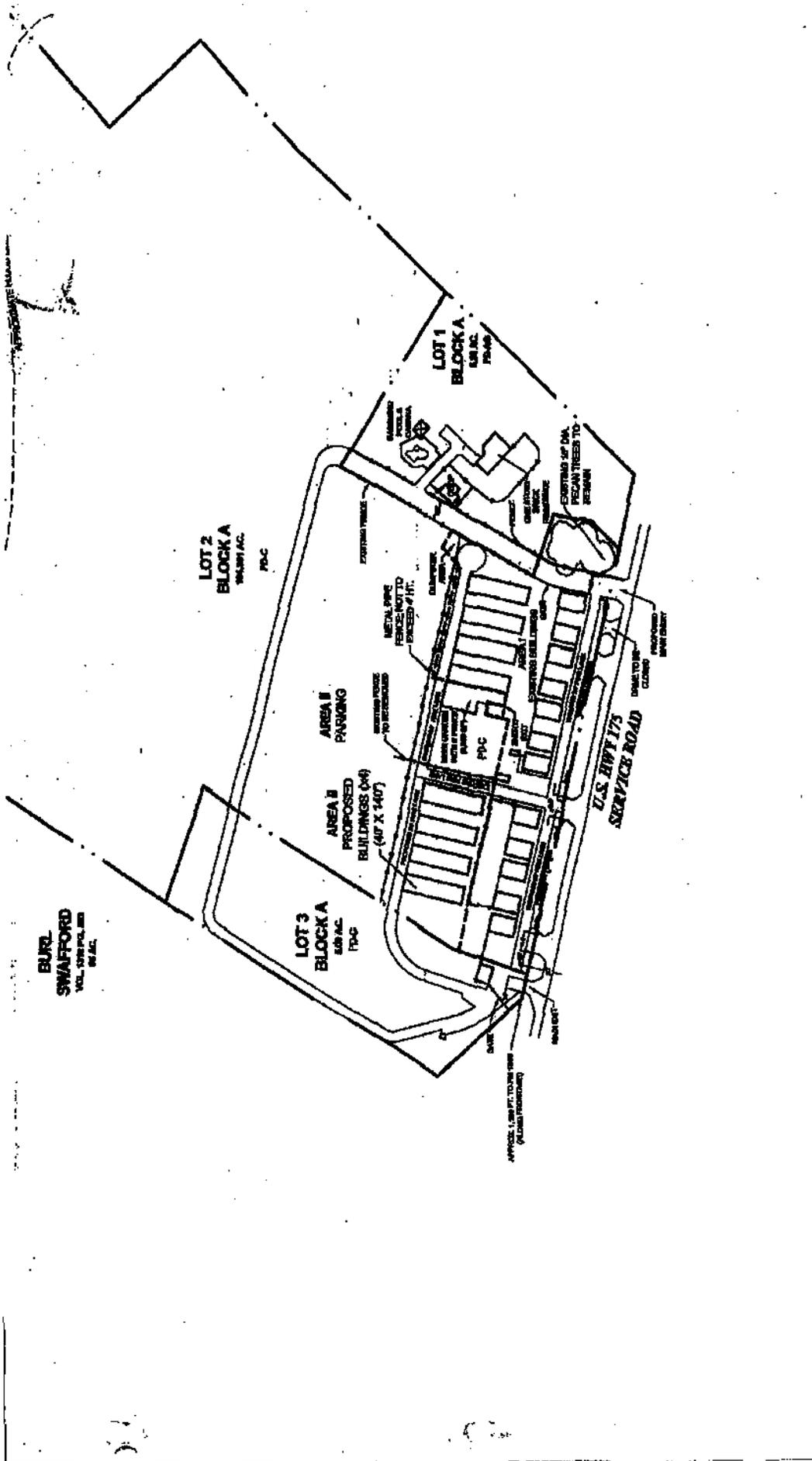
GIVEN UNDER MY HAND AND SEAL this the 30th day of April, 2012.

NOTE: FIELD NOTES VOID IF NOT SIGNED IN BLUE



 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5244
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 Statewide Surveying Services
 sudd1.wp2

EXHIBIT "B"
(Concept Plan)



**BUREL
SNAFFORD**
VCL, ARCHITECTS
B.C.

**LOT 2
BLOCK A**
1.83 AC.
PDC

**LOT 1
BLOCK A**
1.54 AC.
PDC

**LOT 3
BLOCK A**
1.81 AC.
PDC

**AREA I
PROPOSED
BUILDINGS (44)
(40' X 140')**

**AREA II
PROPOSED
PLANNING**

EXISTING PEZANT TREES TO REMAIN

METAL PIPE TRENCH

EXISTING PEZANT TREES TO REMAIN

**U.S. HWY 175
SERVICE ROAD**

CONCEPTUAL PLAN

SCALE: 1" = 200'-00"



**CURRENT
ORDINANCE PROVIDING FOR
FIREWORKS**

ORDINANCE NO. 04-12

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING CHAPTER 9, FIRE PREVENTION AND PROTECTION, BY ADDING A NEW ARTICLE 9.04, FIREWORKS, OF THE CODE OF ORDINANCES BY ADDING SECTION 9.04.001 (A)(B); PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council further finds that it would be in the best interest of its citizens to amend Chapter 9 (Fire Prevention and Protection) of Seagoville's Code of Ordinances as set forth below.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Chapter 9 (Fire Prevention and Protection), Article 9.04, Section 9.04.001 (a) (b), General Provisions, of Seagoville's Code of Ordinances is hereby amended as set forth below:

"ARTICLE 9.04 FIREWORKS

Sec. 9.04.001 General Provisions

(a). No person, firm, corporation shall sell, offer for sale display, barter or exchange, or store any fireworks, as defined by International Fire Code 2000, addition, adopted Article 9.03 Fire Code, Section 9.03.001 of the Code of Ordinance, within the jurisdiction limits of the City.

* (b). The provisions of this ordinance as to sale or display shall not apply to property contiguous on the north side of State Highway 175 which was annexed into the City after May 1, 2012. The provisions of this subsection shall expire on April 30, 2022."

SECTION 3: All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced

for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4: Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, paragraph, clause or phrase thereof irrespective of the fact that any one or more sections, paragraphs, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5: An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 6: That any person violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

SECTION 7: This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY PASSED by the City Council of the City of Seagoville, Texas, this the 14th day of May, 2012.

APPROVED:


SIDNEY M. SEXTON, JR., MAYOR

ATTEST:



JOY HART, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT HAGER, CITY ATTORNEY
(REH/mpm)

**CURRENT CODE OF ORDINANCES
REGULATIONS REGARDING PANEL FENCING
AND STORAGE PODS/CONTAINERS**

Division 32. Regulations Applicable To All Districts*

Sec. 25.02.717 Outside display, storage and retail sales

(a) Outside display. Where it is allowed, outside display of merchandise and seasonal items (e.g., Christmas trees, pumpkins or other seasonal produce items, landscaping/gardening materials, temporary floral or other holiday-oriented sales tents, etc.) shall:

- (1) Not be placed/located more than twenty feet (20') from the main building nor on top of any structure.
- (2) Not occupy any required parking spaces (except on a temporary basis only, which is a maximum of 45 calendar days per display and a maximum of two displays per calendar year - a city permit shall be required for any allowed outside display occupying any required parking spaces for any length of time).
- (3) Not pose a safety or visibility hazard, nor impede public vehicular or pedestrian circulation, either on site or off site, in any way.
- (4) Not extend above ten (10) feet in height nor into public right-of-way, over any easement, or onto adjacent property.
- (5) Not be left outside overnight - all outside display items shall not remain outside overnight, but shall be removed and stored within a building at the end of business each day (except for seasonal landscaping/gardening and large new/unused/non-consumable items that cannot reasonably be moved indoors each evening such as landscaping materials, plants, trees, fertilizer/soil amendments, Christmas trees, swingsets/play structures, etc. which may remain outside for as long as sales of such seasonal items is actively occurring - a city permit shall be required for any outside display remaining outside overnight for any length of time).
- (6) Be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.

(b) Outside storage.

- (1) Where it is allowed, outside storage shall:
 - (A) Be limited to a maximum of five percent (5%) of the total lot area in the Local Retail (LR) zoning district;
 - (B) Be limited to a maximum of ten percent (10%) of the total lot area in the Commercial (C) zoning district;
 - (C) Be limited to a maximum of twenty percent (20%) of the total lot area in the Light Manufacturing (LM) and Heavy Manufacturing (HM) zoning districts;
 - (D) Not be located in front of (i.e., on any street side of), or on top of, any structure;

(E) Be screened, at a minimum height of six feet (6'), by one or a combination of the following methods (i.e., cannot be visible from any public street or adjacent property):

- (i) Solid masonry (brick, concrete block or concrete panels) wall similar in materials and color to the main building(s);
- (ii) Wrought iron with solid landscape screening; or
- (iii) Alternate equivalent screening may as be approved through the site plan approval process.

(F) Not exceed the height of the screening wall/fence - outside storage exceeding eight feet (8') in height shall require a specific use permit in accordance with Division 26 (Special Uses).

* (2) Outside storage units, portable (PODs). Portable outside storage units shall:

(A) Be allowed, without a permit, on a short-term basis (see subsection (G) below) in any zoning district;

(B) Not be located in front of the main building(s), except as provided for a residence in subsection (L) below;

(C) Not be located within any required front, side or rear yard setback (except as provided for a residence in subsection (L) below), or within any fire lane, easement or right-of-way;

(D) Not occupy any required vehicular parking (except as provided for a residence in subsection (L) below), stacking, loading or maneuvering space;

(E) Be completely screened from view of public streets (either by the building itself or by a screening device), except as provided for a residence in subsection (L) below;

(F) Be easily accessible by transport vehicle;

(G) Not remain on site for longer than thirty (30) calendar days (for a storage unit that is needed to temporarily store/secure construction materials at a city-permitted construction site or to temporarily store/secure personal residential possessions while moving/relocating or during house remodeling, such time frame may be extended for the duration of the construction, or the moving/relocation or house remodeling, provided a permit is first issued by the city, provided the building permit for the construction site remains valid (if applicable), and provided that such unit is immediately removed from the premises upon completion of construction or upon completion of moving/relocation or house remodeling, as applicable);

(H) Be limited to the placement of no more than two (2) storage units on any lot, tract or parcel (unless such units are needed for a city-permitted construction site, in which case more than two units may be approved and permitted by the building official);

(I) Not exceed twenty (20) feet in length, or eight (8) feet in width, or eight (8) feet in height (a container of larger size in one or more of these dimensions shall be defined as a "cargo container");

(J) Not be illuminated in any way;

(K) Not be used for any use other than the storage of materials or goods (i.e., no business operations, etc.); and

(L) A maximum of one (1) portable outside storage unit may be used for a single-family or two-family residence, on a short-term basis only in accordance with subsection (G) above, during home construction, moving/relocation, or house remodeling. Such storage unit may be placed in the driveway of such residence (with no screening required) and within the front, side or rear setback (as applicable to driveway location), but shall not encroach into any fire lane, easement, adjacent property or right-of-way.

~~*~~(3) Cargo containers. Cargo containers shall:

(A) Not be allowed in any residential zoning district (except for a nonresidential use only, such as a school or day care or church, in a residential district, on a short-term basis, and subject to all the same requirements as a portable outside storage unit except as provided below); and

(B) Be subject to all of the same requirements as a portable outside storage unit, except they may not exceed forty (40) feet in length, or eight (8) feet in width, or ten (10) feet in height.

(c) Outside retail sales. All retail sales shall occur completely within a permanent main building on the site (i.e., not in a parking lot, on the street or a public sidewalk, in a vehicle or trailer, under a tent, etc.) except for a drive-in restaurant where a carhop delivers food, and collects payment for such food, at designated outdoor ordering stations, and except for temporary holiday tent sales (such as Christmas trees, holiday floral tent sales, etc.) provided that the outside sales operation is by the actual owner/tenant of the property (i.e., not by itinerant vendors who are not affiliated with the actual owner/tenant of the property).

Division 32. Regulations Applicable To All Districts*

Sec. 25.02.718 Carports, canopies and porte cocheres

(a) Nonresidential uses. A carport, canopy or porte cochere for a nonresidential use (regardless of zoning district) shall:

- (1) Not encroach into a required front, side or rear yard setback;
- (2) Not extend over a public street, a city easement (unless approved by the city's engineer), or a solid waste container (i.e., dumpster);
- (3) Have a minimum 14-foot clearance when extending over a fire lane or vehicular drive aisle; and
- (4) Be supported by masonry columns (or masonry-encased columns) that are architecturally integrated and match the materials and colors of the main building.

Division 1. Generally

Sec. 21.08.003 Permitted types

(a) The following types of fences may be built, erected or constructed within the city provided they meet all applicable requirements of this article:

- (1) Barbed-wire fences.
- (2) Mesh wire fences.
- (3) Chain-link fences.
- (4) Board fences.
- (5) Electric fences.
- (6) Decorative fences.
- (7) Visual screening fences.
- (8) Brick or masonry fences.

* (b) Products manufactured for other uses, such as plywood, corrugated steel or fiberglass panels are prohibited as fencing materials.

Agenda Item 8

Discuss and consider a Resolution awarding a bid to RT & E Rural Water, Inc. for 8" Water Line Improvement Project for Elizabeth Lane and Tunnell Street in the amount of One Hundred Forty Seven Thousand Six Hundred Forty Six Dollars and Thirteen Cents (\$147,646.13); providing for the City Manager to execute any and all necessary documents; and providing an effective date.

BACKGROUND OF ISSUE:

Bids were received on December 1, 2015 for the construction of 8" Water Line Improvements along Elizabeth Lane and Tunnell Street.

The scope of work included approximately; 2,000 Linear Feet, 8 inch Water Line; 200 Linear Foot, 6 inch Water Line; 14 Each, 8 inch Valves; 8 Each, 6 inch Valves; 8 Each, Fire Hydrants; 1 inch Services, Short and Long; Bore with 14 inch Steel Encasement Pipe; Flexible Base Street Repair; Clearing and Grubbing of Trees; Concrete Encasement; Concrete Blocking; Fittings; Traffic Control; Erosion Control; Testing; Payment, Performance and Maintenance Bonds; and all appurtenances for Construction of 8 inch Water Line.

The bid notice was advertised in the Suburbia two consecutive weeks. Five (5) bids were submitted. After careful evaluation of the bids, it was determined that RT & E Rural Water, Inc. was the lowest most responsible bid at \$147,646.13. This recommendation has been reviewed and Approved by Andy Martin with BSM Engineers, Inc., our consulting engineer for this project.

FINANCIAL IMPACT:

Funds are available for this project from the CO Bond Sale.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 58-R-15

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AWARDED A BID TO RT & E RURAL WATER, INC. FOR CONSTRUCTION OF 8" WATER LINE IMPROVEMENT PROJECT FOR ELIZABETH LANE AND TUNNELL STREET IN THE AMOUNT OF ONE HUNDRED FORTY SEVEN THOUSAND SIX HUNDRED FORTY SIX DOLLARS AND THIRTEEN CENTS (\$147,646.13); PROVIDING FOR THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that RT & E Rural Water, Inc. has met all bid specifications and is the lowest responsible bidder; and

WHEREAS, the City Council accepts RT & E Rural Water, Inc. bid of \$147,646.13 for construction of 8" water line improvement project for Elizabeth Lane and Tunnell Street; and

WHEREAS, the City Council has determined this work is in the best interest of the citizens of Seagoville.

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

SECTION 1. The City Council accepts RT & E Rural Water, Inc. bid in the amount of \$147,646.13 for construction of 8" water line improvement project for Elizabeth Lane and Tunnell Street, a copy of which is attached hereto and incorporated herein as Exhibit "A" and the City Manager is hereby authorized to execute any and all necessary documents to complete the project.

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 14th day of December, 2015.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

ELIZABETH LN. & TUNNELL ST.
8" WATER LINE IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
1	2,090	8 inch PVC Water Line, C-900, Class 200 with Embedment		
		Twenty One Dollars		
		Eighty Two Cents		
		Per Linear Foot	21. ⁸²	45,603. ⁸⁰ ✓
2	200	6 inch PVC Water line, C-900, Class 200 with Embedment		
		Nineteen Dollars		
		Twenty Three Cents		
		Per Linear Foot	19. ²³	3846. ⁰⁰ ✓
3	14	8 inch Valves		
		Eleven Hundred Dollars		
		Eighty Cents		
		Per Each	1180. ⁰⁰	16,520. ⁰⁰ ✓
4	8	6 inch Valves		
		Eight Hundred Forty Three Dollars		
		0 Cents		
		Per Each	843. ⁰⁰	6744. ⁰⁰ ✓
5	8	Fire Hydrants, w/ Storz Connection, Complete		
		Twenty Four Hundred Dollars		
		Twenty Seven Cents		
		Per Each	2427. ⁰⁰	19,416. ⁰⁰ ✓
6	6	1 inch Water Service, Short, Complete		
		Six Hundred Three Dollars		
		0 Cents		
		Per Each	603. ⁰⁰	3618. ⁰⁰ ✓

ELIZABETH LN. & TUNNELL ST.
8" WATER LINE IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
7	5	1 inch Water Service, Long, Complete		
		Twelve Hundred Seventy Eight Dollars		
		0 Cents	00	
		Per Each	1278.	6390. ⁰⁰ ✓
8	2	2 inch Water Service, Long, Complete		
		Fifteen Hundred Six Dollars		
		0 Cents	00	
		Per Each	1506.	3012. ⁰⁰ ✓
9	80	14 Inch Bore		
		Seventy Two Dollars		
		Fifty Cents	50	
		Per Linear Foot	72.	5800. ⁰⁰ ✓
10	80	14 inch Steel Encasement		
		Forty Two Dollars		
		Thirty Five Cents	35	
		Per Linear Foot	42.	3388. ⁰⁰ ✓
11	5	Cut and Plug Existing Water Line		
		Five Hundred Dollars		
		0 Cents	00	
		Per Each	500.	2500. ⁰⁰ ✓
12	7	Connect to Existing Water Line		
		Three Hundred Ninety Dollars		
		0 Cents	00	
		Per Each	390.	2730. ⁰⁰ ✓

ELIZABETH LN. & TUNNELL ST.
8" WATER LINE IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
13	3	Remove Existing Fire Hydrant, Deliver To City Yard		
		Two Hundred Eighty Dollars 0 Cents		
		Per Each	280. ⁰⁰	840. ⁰⁰ ✓
14	700	Flexible Base Street Repair		
		Eight Dollars Forty Two Cents		
		Per Square Yard	8. ⁴²	5894. ⁰⁰ ✓
15	1	Clearing and Grubbing - Trees		
		Five Hundred Fifty Dollars 0 Cents		
		Per Lump Sum	550. ⁰⁰	550. ⁰⁰ ✓
16	28	Concrete Encasement		
		Thirty One Dollars Forty Two Cents		
		Per Linear Foot	31. ⁴²	879. ⁷⁶ ✓
17	8.0	Concrete Blocking		
		One Hundred Forty Five Dollars 0 Cents		
		Per Cubic Yard	145. ⁰⁰	1160. ⁰⁰ ✓
18	2.4	Fittings		
		Twenty Five Hundred Dollars 0 Cents		
		Per Ton	2500. ⁰⁰	6,000. ⁰⁰ ✓

ELIZABETH LN. & TUNNELL ST.
8" WATER LINE IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
19	1	Traffic Control		
		Nineteen Hundred Dollars		
		0 Cents	00	
		Per Lump Sum	1900.	1900. ⁰⁰ ✓
20	1	Erosion Control		
		Three Hundred Dollars		
		0 Cents	00	
		Per Lump Sum	300.	300. ⁰⁰ ✓
21	1	Bonds and Insurance		
		Ten Thousand Five Hundred Dollars		
		Fifty Four Cents	57	
		Per Lump Sum	10,554.	10,554. ⁵⁷ ✓
22				
23				
24				

TOTAL \$ 147,646.¹³
AM
12-1-15

The undersigned further agrees to complete all work described herein within the working days indicated, starting from date specified in the WORK ORDER.

Calendar Days to Complete Work: 60

The undersigned further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum as specified in ITEM 1.36.1 of the Specifications for each working day after the completion date that the work remains incomplete, which sum is agreed upon as the proper measure of liquidated damages which the owner will sustain per diem by the failure of the Undersigned to complete the work at the time stipulated in the Contract. This sum is not to be construed in any sense a penalty.

It is understood that the work proposed to be done will be accepted when fully completed in accordance with the plans and specifications as determined by the Engineer.

Accompanying this proposal is a certified check, cashier's check or bid bond in the amount of five (5) percent of the total amount bid.

It is understood that the Owner reserves the right, as the interest of the Owner may require, to reject any and all bids and to waive any informality in the bids received.

In the event of the award of a contract to the undersigned, the undersigned will furnish all labor, materials, tools and equipment, perform all work required by the plans and specifications referenced in the contract, guarantee the work until final completion and acceptance, and guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

The unit prices have been shown in words and figures for each item listed in this proposal and it is understood that in the event of a discrepancy, the words shall govern.

Receipt is hereby acknowledged of the following addenda to the plans and specifications:

ADDENDUM NO. 1, dated _____	Received _____
ADDENDUM NO. 2, dated _____	Received _____
ADDENDUM NO. 3, dated _____	Received _____
ADDENDUM NO. 4, dated _____	Received _____
ADDENDUM NO. 5, dated _____	Received _____

RT & E Rural Water Inc.
CONTRACTOR

BY Robert Keller
(Signature)

Owner
(Title)

6591 CR 4099
(Address)

Kaufman Tx. 75142
(City, State and Zip Code)

Seal and Authorization
(if a Corporation)

214-542-0059
(Area Code) (Telephone Number)

Elizabeth & Tunnell
Proposal 8 inch Water

STANDARD FORM OF AGREEMENT

STATE OF TEXAS
COUNTY OF DALLAS

THIS AGREEMENT, made and entered into this ____ day of _____ A.D. 20__ ,
by and between _____ of the county
of _____ and State of Texas, acting
through _____ thereunto duly
authorized so to do, Party of the First Part, hereinafter termed OWNER, and of the City of
_____, County of _____ and State of _____, Party
of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

Construction of 8" Water Line Improvement Project for Elizabeth Lane and Tunnell Street

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore as prepared by

_____ herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached: All of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within up to (10) days after the date of written notice to do so shall have been given to him, and to substantially complete the same within 60 days, subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Party of the First Part
(OWNER)

Party of the Second Part
(CONTRACTOR)

By: _____

By: _____

ATTEST
: _____

ATTEST:

Bid Opening for
8" Water Line Improvements Project
 (for Elizabeth Lane & Tunnell Street)

Bid Opening: December 1, 2015 @ 10:00 a.m. (Tuesday)

Bid Tabulation Sheet

Company	Time In	Bond	Bid
1. Battson Contracting Co., Inc.	8:27 a.m.	Yes	\$446,216.86
2. Four Star Excavating	8:59 a.m.	Yes	\$294,976.00
3. Baker's Contracting, Inc.	9:34 a.m.	Yes	\$221,395.00
4. RT & E	9:41 a.m.	Yes	\$147,646.13
5. Interstate Pipeline Construction	9:51 a.m.	Yes	\$266,587.00
6.			
7.			
8.			
9.			
10.			

Opened and announced by City Engineer Andy Martin with BSM Consulting Civil Engineers.

Other City Staff Present:
 Public Works Director Phil DeChant
 City Secretary Dara Crabtree



ARTHUR F. BECK, P.E., RPLS

Consulting Civil Engineers

ANDREW M. MARTIN, JR., P.E.

December 8, 2015

PROJECT: Elizabeth Ln. and Tunnell St.

CONTRACTOR: RT&E Rural Water Co.
Contact Person: Robert Koller

A) REFERENCES:

- 1.) City of Seagoville
- 2.) Town of Lakeside
- 3.) Becker Jiba Water Supply Corp.

B) CREDIT REFERENCES:

- 1.) Bonding, PCL Bonding Co.
Bonding: Good
- 2.) Material Supplier: Underground Utility Supply
Credit Line: Material for project
- 3.) Insurance Co. Upshaw Insurance Agency, Inc.
Insurance: Good

C) BONDING and INSURANCE: Good

D) COMMENTS:

- 1.) Type of projects from references, water line and sanitary sewer project.
- 2.) Cost of reference projects ranged from 80,000 to \$350,000.
- 3.) Projects were within budget.
- 4.) Projects had no work delays due to contractor.
- 5.) No change orders were requested by contractor.
- 6.) Contractor did a good job.
- 7.) Contractor was easy to work with on projects.
- 8.) Contractor worked well with references personnel.
- 9.) References would recommend contractor for other projects.

E) BEGINNING DATE: Contractor will be able to begin work when Notice to Proceed is issued.

F) FINAL COMMENT:

- 1.) Contractor appears to understand the steps necessary for the water line improvements for the Elizabeth Ln. and Tunnell St. project.
- 2.) Full time inspection of project is recommended.

G) RECOMMENDATION:

From information ascertained from references, it appears RT&E Rural Water Co. should be able to install the 8" water line for the Elizabeth Ln. and Tunnell St. Water Line Project.

Seagoville
Ref RT&E Rural Water ET
Seagoville/Elizabeth Tunnell

SPECIFICATIONS and CONTRACT DOCUMENTS

for

CONSTRUCTION

of

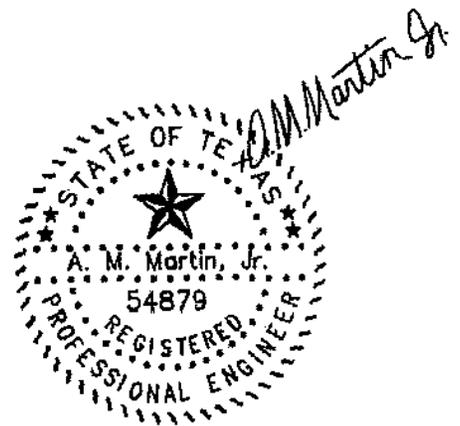
8" WATER LINE IMPROVEMENTS

FOR

ELIZABETH LN. & TUNNELL ST.



NOVEMBER 2015



Consulting
Civil
Engineers

BSM CONSULTING CIVIL ENGINEERS, INC.

4111 East U.S. Highway 80, Suite 405, Mesquite, Texas 75150

(972)681-4680 • FAX (972)681-4696 • bsm2@cawb.com

NOTICE TO CONTRACTORS

Sealed bids addressed to the Honorable Mayor and City Council of the City of Seagoville, Texas, will be received at the office of the City Secretary, at City Hall, 702 N. Highway 175, Seagoville, Texas, until 10:00 a.m., Local Time, **December 1, 2015**, and will be opened and read aloud in City Hall at that time. Bids will be tabulated and submitted to the City Council for approval on **December 14, 2015**. For furnishing all labor, materials, tools and equipment, and performing all work required for Construction of Water Line Improvements along Elizabeth Ln. and Tunnell St.

BID: includes approximately; 2,000 Linear Feet, 8 inch Water Line; 200 Linear Foot, 6 inch Water Line; 14 Each, 8 inch Valves; 8 Each, 6 inch Valves; 8 Each, Fire Hydrants; 1 inch Services, Short and Long; Bore with 14 inch Steel Encasement Pipe; Flexible Base Street Repair; Clearing and Grubbing of Trees; Concrete Encasement; Concrete Blocking; Fittings; Traffic Control; Erosion Control; Testing; Payment, Performance and Maintenance Bonds; and all appurtenances for Construction of 8 inch Water Line.

Proposal shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent of the total maximum bid price, payable without recourse to the City of Seagoville or a bid bond in the same amount from an acceptable surety company, as a guarantee that the bidder will enter into a contract and execute a performance bond and payment bond within ten days after the notice of award of contract to bidder.

The successful bidder must furnish a performance bond and a payment bond on the forms provided in the amount of 100 percent of the contract price from an approved surety company holding a permit from the State of Texas to act as surety or other sureties acceptable to the City and at completion of project provide a one year maintenance bond to the City.

The successful bidder must furnish references upon request, a financial statement upon request, and a certificate of General Liability Insurance, Workers Compensation Insurance and Owners Protective Liability Insurance prior to a work order being issued.

Contractor to furnish lien release from all suppliers, subcontractors or any other person, firm or corporation having furnished labor, material or both in the performance of this contract.

The right is reserved, as the interest of the City may require, to reject any and all bids, to waive any informality in bids received, and to select bids best suited to the City's interest.

A maximum of 60 calendar days will be allowed for construction.

Plans, specifications, and bidding documents may be obtained from the City Secretary's Office at the City Hall, beginning at 10:00 a.m. on **November 10, 2015**, upon deposit of ^{Twenty-five} Fifty Dollars (~~\$50.00~~) per set, which sum so deposited will not be returned, unless all bids are rejected by the City Council. A copy of Standard Specifications for Public Works Construction - North Central Texas COG Specification books, and amendments may be viewed at the City or may be purchased at NCTCOG in Arlington. 25.00

A prebid conference will be held at City Hall on **November 24, 2015**, at 10:00 a.m.

CITY OF SEAGOVILLE, TEXAS

By: /s/ Dennis K. Childress

Dennis K. Childress, Mayor

Agenda Item 9

Discuss and consider a Resolution authorizing the City Manager to execute a contract with Republic Services extending their current contract two (2) additional years; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

Republic Services has been conducting business with the City of Seagoville for seventeen (17) years. Republic provides weekly trash collection, bi-weekly recycle collection, and monthly bulk collection. Recycled items include aluminum cans, grocery bags, plastic bottles and containers, chipboard and box board, steel and tin cans, newspaper, cardboard, glass, magazines, catalogs, empty aerosol cans, phone books, and paper egg cartons.

Republic has agreed to forgo any rate increase in 2017 and has increased the number of port-lets the City uses for special events from 20 to 25 and the roll-off containers the city uses for community clean up from 30 to 40 provided to the City of Seagoville at no increase in cost.

This is a comparative summary of service rates:

<u>Service</u>	<u>Current Cost</u>	<u>New Contract Cost</u>
Residential Trash Rate	\$10.54	\$ 10.54
Residential Recycling Rate	\$ 2.70	\$ 2.70
Additional Poly Cart	\$ 3.97	\$ 3.97
Commercial Trash Rate	\$18.29	\$ 18.29
Additional Commercial Trash Cart		

Beginning on February 1, 2016, all customer complaints will be handled by the Utility Billing Customer Service Representatives and communicated to Republic via Government Outreach (Go Gov). The staff is satisfied with the services provided by Republic and recommends approval of the resolution to engage their services for two (2) years.

FINANCIAL IMPACT:

\$677,520 is budgeted in the FY 2016 General Fund Budget for this expenditure.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 59-R-15

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH REPUBLIC SERVICES FOR SOLID WASTE SERVICES FOR TWO (2) YEARS; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas desires to enter into contract with Republic Services, formerly Duncan Disposal, for solid waste services for an additional 2 years, starting February 1, 2016; and

WHEREAS, Republic Services will continue provide automated (polycart) solid waste services including enhanced brush pick up throughout the City; and

WHEREAS, Republic Services will also continue provide bi-weekly automated recycling (polycart) pick up; and

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the Contract and has determined it to be in the best interest of the City of Seagoville.

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

SECTION 1. The City Manager is hereby authorized, on behalf of the City of Seagoville, Texas, to execute a Contract, attached hereto as Exhibit "A" and made a part hereof for all purposes, with Republic Services for solid waste services for an additional 2 years, starting February 1, 2016.

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 14th day of December, 2015.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

Municipal Contract
Solid Waste Collection Services

THIS MUNICIPAL CONTRACT FOR SOLID WASTE SERVICES (the "Contract"), is made and entered into to be effective as of **February 1, 2016** (the "Effective Date") by and between the **City of Seagoville** (the "City"), represented herewith by its duly elected and City Manager, Patrick Stallings, and Republic Waste Services of Texas, Ltd., a Texas limited partnership d/b/a Republic Services of Dallas, duly authorized to do business in the State of Texas ("Contractor").

WITNESSED, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

- A.) Effective as of the Effective Date, Contractor is hereby granted a exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during the term of this Contract for solid waste services according to the provisions of this Contractor and the City Code.
2. The Contract Documents shall include the following documents, and this Contract hereby expressly incorporates the following as fully as if set forth verbatim in this Contract:
 - a. Exhibit A - General Specifications
 - b. Exhibit B - Insurance Requirements
 - c. Exhibit C - Pricing
 - d. Exhibit D - Waste Material Collection Specifications for Residential Units
 - e. Exhibit E - Waste Material Collection Specifications for Municipal Facilities
 - f. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. The initial term if this Contract shall be from **February 1, 2016** (the "Effective Date") until **January 31, 2018** (the "Initial Term"). At the mutual option of the City and Contractor, this Contract may be extended for an additional two (2) year term at the end of the Initial Term (an "Extended Term" and collectively with the Initial Term, the "Term"). by either party providing written notice to the other party of its desire to so extend the Contract no later than ninety (90) days prior to the end of the Initial Term. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party's written request for such extension. The terms and conditions applicable to the Initial Term shall apply to the extended term except for the pricing which shall be as provided in Exhibit C to this Contract, and, such other changes as may be mutually agreed upon by the City and Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date.
5. The parties agree that the City shall ensure that at all times during the Term that the City will charge, pursuant to an ordinance duly passed by the City's governing body, a sufficient rate from the City's solid waste customers to pay the amounts due under this Contract and to otherwise operate the City's solid waste collection system, including all applicable sales taxes and billing and collection costs and procedures for customers services hereunder. The City shall provide to Contractor a copy of all ordinances referenced by this paragraph within thirty (30) days of passing each such ordinance. It is

expressly understood by the parties that all payments due by the City hereunder are to be made from revenues received by the City from the operation of its solid waste collection system and that all payments to be made hereunder shall constitute operating expenses of such waste collection system. Contractor shall not have any right to demand payment of any obligation of the City under the Contract from funds raised or to be raised by taxation. No obligations of the City under the Contract shall be construed to be a debt of the City of such kind as to require under the laws of this State the levy and collection of a tax to discharge such obligation.

[Signatures on following page]

IN WITNESS WHEREOF, Patrick Stallings, the City Manager of the City of Seagoville, Texas, hereunto subscribed his name, and Marc Fitzsimmons, Authorized Agent of Republic Waste Services of Texas, Ltd. d/b/a Republic Services of Dallas has also hereunto subscribed his name on the days and dates set forth after their various signatures.

WITNESSES: City of Seagoville

BY: Patrick Stallings, City Manager, City of Seagoville, Texas

ON: _____, 201_

THUS DONE AND SIGNED in the presences of witnesses whose names are inscribed opposite each respective signature on and as of the _____ day of _____, 201_.

WITNESS MY HAND AND SEAL OF OFFICE

NOTARY PUBLIC

WITNESSES: Contractor: Republic Waste Services of Texas, Ltd.
d/b/a Republic Services of Dallas

BY: Marc Fitzsimmons, Authorized Agent

ON: _____, 201_

THUS DONE AND SIGNED in the presences of witnesses whose names are inscribed opposite each respective signature on and as of the _____ day of _____, 201_.

WITNESS MY HAND AND SEAL OF OFFICE

NOTARY PUBLIC

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EXHIBIT A
GENERAL SPECIFICATIONS

1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT

- 1.01 Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.02 Bin – Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial and Industrial Units.
- 1.03 Bulky Waste – Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be (One time per month limit 4 items).
- 1.04 City – City of Seagoville, Texas.
- 1.05 Commercial and Industrial Refuse – All Bulky Waste, Construction Debris, Garbage and Rubbish generated by a Producer at a Large Commercial and Industrial Unit.
- 1.06 Commercial and Industrial Unit – All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the city which are not a Residential Unit or Municipal Facility.
- 1.07 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit.
- 1.08 Container for Garbage, Rubbish & Yard Waste Collection – A poly-cart receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base.
- 1.09 Disposal Site – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.
- 1.10 Garbage – Any and all Small Dead Animals not exceeding 10 lbs; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.
- 1.11 Multi-Family – The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.

- 1.12 Municipal Facilities – Only those specific municipal locations as set forth on Exhibits F of this Contract.
- 1.13 Producer – An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.
- 1.14 Residential Unit – A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. For purposes of this Contract, a Residential Unit shall include a Producer at a small commercial business whose Garbage and Rubbish is placed in not more than one (1) ninety-five (95) gallon container per collection day, including but not limited to, offices, stores, service stations, restaurants, amusement centers, schools, churches, etc. located within the boundaries of the City.
- 1.15 Roll-off – An open top container ranging from 20, 30 and 40 yards used for the placement of construction debris and other types of waste.
- 1.16 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.
- 1.17 Small Dead Animals – Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.18 Solid Waste – useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, and slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.
- 1.19 Waste Material. Waste Material is all non-hazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.
- 1.20 Yard Waste (To be contained in Poly Cart) – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings.

2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT

- 2.01 Excluded Waste (excluded from this Contract)– Excluded Waste is all Large Dead Animals, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and, Special Waste.
- 2.02 Hazardous Waste (excluded from this Contract)– Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious,

biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

- 2.03 Institutional Solid Waste (excluded from this Contract)– Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.
- 2.04 Large Dead Animals (excluded from this Contract)– Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 2.05 Offal Waste (excluded from this Contract)– Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 2.06 Special Waste (excluded from this Contract) – Special Waste is a form of Excluded Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate such waste. Special Waste includes, but is not limited to:
- (a) waste iron from a commercial or industrial activity;
 - (b) waste generated by an industrial process or a pollution control process;
 - (c) waste which may contain free liquids;
 - (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
 - (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
 - (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”);
 - (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
 - (h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA;
 - (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
 - (j) filter cake sludge wastes from waste water treatment processes;
 - (k) wastes containing any regulated polychlorinated biphenyls; and,
 - (l) Ash, sludge, tires and powders.
- 2.07 Stable Matter (excluded from this Contract)– All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 2.08 Vegetable Waste (excluded from this Contract) – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

3.0 SCOPE OF WORK

3.01 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units and other specified locations in accordance with the Contract Documents. Specifically, the work under this Contract is as described in detail in the following Exhibits:

3.01.1 Exhibit D - Waste Material Collection Specifications for Residential Units

3.01.2 Exhibit E - Waste Material Collection Specifications for Municipal Facilities

3.02 Work Not Covered By Contract. The work under this Contract does not include:

3.02.1 The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Contractor has no control. In the event of such a flood, hurricane or other Act of God, Contractor and the City will negotiate the payment to be made to Contractor. Further, if the City and Contractor reach such agreement, then the City shall grant Contractor variances in routes and schedules, as deemed necessary, of Contractor; or,

3.02.2 The collection or disposal of Excluded Waste materials.

4.0 COLLECTION OPERATIONS – GENERAL PROVISIONS

4.01 Location of Containers for Collection

Each Poly Cart Container shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways (including alleys). Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Poly Cart Container not so placed or any Waste Material not contained in the Poly Cart Container as specified in the applicable Exhibit hereto.

4.02 Hours of Operation

Collection of Waste Material shall not start before 7:00 A.M. or continue after 7:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.03 Routes of Collection

Residential Unit and Municipal Facilities collection routes shall be established by Contractor. Contractor shall submit a map designating the Residential Unit and Municipal Facilities collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. Contractor shall publish at its expense a map of the Residential Unit collection routes in the newspapers published of such size to clearly show all pertinent information. Contractor may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. Contractor shall promptly give written or published notice to the affected Residential Units.

4.04 Holidays – The following shall be holidays for purposes of this Contract:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least once per week. Contractor shall notify city two (2) weeks in advance with holiday service schedule. In the event that one of the collection days falls on a holiday, we will collect your waste on the next regularly scheduled business day (excluding Sunday). In the event of an "Act of God", Contractor will provide Services as soon as reasonably possible following such events.

- 4.05 Complaints – All complaints shall be made directly to the City of Seagoville, who will then enter the request into its government outreach office to be handled by Contractor, who shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Materials not collected within one business day after the complaint is received.
- 4.06 Collection Equipment – Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of Contractor.
- 4.07 Office – Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on regular collection days.
- 4.08 Hauling – All Waste Material hauled by Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing is minimized.
- 4.09 Disposal – All Waste Material collected within the City under this Contract shall be deposited at any Disposal Site properly authorized by the State. Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and Contractor shall bear all disposal costs.
- 4.10 Notification – The City shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.
- 4.11 Point of Contact – All dealing, contacts, etc., between Contractor and the City shall be directed by Contractor to the City's point of contact specified in the applicable Exhibit, and, by the City to Contractor's Municipal Manager.
- 4.12 Litter or Spillage – Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by Contractor, Contractor shall be required to clean up the litter caused by the spillage.
- 4.13 Storm Water Drainage. Contractor has reviewed the storm water drainage ordinance and other applicable environmental ordinance and other applicable environmental ordinances of the city or state law requirements relative to the services to be performed by Contractor pursuant to the Contract.

Contractor agrees to comply with such applicable ordinances and laws in performing the services under the Contract.

5.0 BASIS OF PRICES AND METHOD OF PAYMENT

5.01 Waste Materials Collection and Disposal Rates (Exhibits C, E and F)

5.01.1 The prices to be paid by the City for the collection and disposal of Waste Material from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with Section 5.03, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract (the "Base Rates").

5.02 Additional Costs and Charges

5.02.1 Cost Recovery Fees.

5.02.1.1 Pass Through Tax/Cost Increases. Contractor may pass through certain cost increases directly to the City to adjust for increases in cost to Contractor due to the disposal facility being used, changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than income or real property taxes).

5.02.1.2 Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all transportation costs and disposal fees.

5.03 Modification to Rates

5.03.1 All rates for Residential Solid Waste, Commercial Solid Waste, Industrial Solid Waste collection, transportation, and disposal services will be established by the City by ordinance upon the annual anniversary of the Effective Date (the "Rate Modification Date"). The Base Rates for the first year of the Initial Term beginning February 1, 2016 and ending January 31, 2017, are set forth in Exhibit C to this Contract. Contractor shall hold firm the Base Rates in Exhibit C set forth in this Contract during the first year of this Contract, with annual increases in the second (2nd) and subsequent years of this Contract. The Base Rates will automatically increase or decrease annually based upon the current DFW Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): All Items index (1982-84=100) prepared by the United States Department of Labor (the "CPI"). The annual CPI increases shall be applied on each anniversary date of this Contract, so long as this Contract is in effect; provided, however, that no such increase shall be effective sooner than forty-five (45) days following written notice from Contractor to the City. In no event will the Base Rates decrease if the CPI is negative.

5.03.2 The Base Rates in Exhibit C shall also be increased or decreased, as the case may be, to reflect increases or decreases in Contractor's disposal rate at the Disposal Site(s). The following shall apply for purposes of calculating any adjustment to Contractor's fees under this subparagraph: On each anniversary of this Agreement (the "Rate Modification Date"), the Base Rates shall be increased by a combination of (1) the percentage increase in operating costs for the most recent twelve (12) month period immediately preceding the Rate Modification Date, and (ii) any increases in disposal costs. Contractor shall submit to City in writing its adjustment to the Base Rates and the supporting data for same, no less than 60 days prior to the request. The Base Rates shall be divided into operations and disposal of which operations equal approximately 70% of the Base Rates and disposal equals approximately 30% of the Base

Rates. The operations portion of the Base Rates will be adjusted by the actual increase in operating costs for the most recent twelve (12) month period prior to the Rate Modification Date; provided, however, that the operational portion of the increase of Base Rates will not exceed the CPI change for the same twelve-month period. The disposal portion of the Base Rates will be adjusted by the annual increase in disposal rates.

- 5.03.3 In addition to the above, Contractor may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; changes in location of Disposal Sites, an increase in the number of Residential Units such as City growth or annexation; and for other reasons. Such rate adjustments shall be subject to the review and consent of the City.
- 5.04 City to Act as Collector – The City shall submit statements to and collect from all Residential Units and Small Commercial Accounts for services provided by Contractor pursuant to this Contract, including those accounts that are delinquent.
- 5.05 Delinquent and Closed Accounts Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, Contractor shall resume Waste Material collection on the next regularly scheduled collection day. The City shall indemnify and hold Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney’s fees) resulting from Contractor’s discontinuing service at any location at the direction of the City.
- 5.06 Contractor Billings to City – Contractor shall bill the City for Solid Waste Material collection and disposal services rendered to Residential Units within ten (10) days following the end of the month and the City shall pay Contractor on or before the 15th day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents.
- 5.07 Audit – The City may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the City under this Contract. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at Contractor’s premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the City within ninety (90) days of any such audit request from the City.

6.0 COMPLIANCE WITH LAWS

Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of Contractor where there exist conflicting ordinances of the City on the subject.

7.0 NON-DISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

8.0 RISK ALLOCATION AND INDEMNITY

- 8.01 Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.
- 8.02 City shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the City's negligence or acts of willful misconduct or those of its contractors or agents.
- 8.03 If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Bin, Container, Bag or Bundle of waste. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

9.0 LICENSES AND TAXES

Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

10.0 FORCE MAJEURE

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.

11.0 ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the City's consent to any entity controlled by, controlling or under common control of Contractor, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

12.0 FRANCHISE AGREEMENT

- 12.01 Contractor is hereby granted an exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during the term of this Contract for Solid Waste services according to the provisions of this Agreement and the City Code. However, Contractor agrees to

exclude the Federal Correctional Institution and the Dallas Independent School District from this exclusive franchise privilege.

12.02 Contractor shall pay City a franchise fee equal to (10%) percent of the collected billings on all commercial and industrial units billed by Contractor under this Contract. The City will not receive any franchise fees for residential units or small commercial hand collect accounts. Such franchise fees shall be paid not less than quarterly to the City and shall be based on fees collected. All rates outlined in Exhibit C include all applicable franchise fees. Notwithstanding the terms of this Contract or any other understanding between the parties, the franchise fee obligations of Contractor shall extend only to those revenues received and retained by Contractor as its rates or fees for providing services in the City, as such rates or fees may be increased from time to time. To the extent Contractor imposes any surcharges for the services, including but not limited to surcharges made for the purpose of satisfying (a) Contractor's own franchise fee obligations to the City or (b) Contractor's sales tax obligations, the monies received by Contractor as a result of such surcharge(s) shall not be subject to the franchise fee and the City shall not be entitled to receive as part of its franchise fee any portion or percentage of such monies

13.0 TITLE TO WASTE MATERIALS

Title to Waste Materials shall pass to Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor.

14.0 TERMINATION OF CONTRACT

14.01 In the event of a failure by Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to Contractor along with at least thirty (30) days (the "cure period") to correct such breach. City may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the City to Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

14.02 In the event of a failure by City to perform any material provision of this Contract, Contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

15.0 NEWLY DEVELOPED AREAS

Contractor will, within three (3) days of notification by the City provide Waste Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain Residential Units which the City would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor's pricing for such new areas.

16.0 MISCELLANEOUS TERMS

- 17.01 Contractor shall not be responsible for any damages to City's property or equipment located adjacent to the collection receptacles (Bins, Containers, Bags or Bundles), nor to City's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Contract.
- 17.02 Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.
- 17.03 Contractor shall have no confidentiality obligation with respect to any Waste Materials collected pursuant to this Contract.
- 17.04 No liquidated damages or penalties may be assessed against Contractor by City.
- 17.05 No intellectual property (IP) rights in any of Contractor's IP are granted to City under this Contract.
- 17.06 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.
- 17.07 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 17.08 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 17.09 This Contract shall be interpreted and governed by the laws of the state where the work is performed.
- 17.10 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.
- 17.11 If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

EXHIBIT B **INSURANCE AND PERFORMANCE BOND REQUIREMENTS**

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation (or equivalent)

Coverage A	Statutory
Coverage B – Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
---	--

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Contractor shall furnish City with a certificate of insurance, evidencing that such coverage's are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show City as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

Contractor shall furnish in a form acceptable to the City Attorney, a performance bond each anniversary date of this contract. Said performance bond must be in an amount equal to \$250,000 for a term of five (5) years.

Premium for the bonds described above shall be paid by Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis.

The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

EXHIBIT C
CONTRACTOR'S PROPOSAL/PRICING

ASL RESIDENTIAL RATES

Residential Rate: 1 Cart – 1x/week \$10.54 per month *

Recycling Rate: 1 Cart – 1x/week \$2.70 per month *

Total Monthly - \$13.24

Additional Poly Cart: 1x/week \$3.97 per month *

ASL Commercial Pick-Up

Small Commercial Pick-Up	1 Cart – 1x/week	\$18.29 per month*
Additional Commercial Carts:	1 Cart – 1x/week	\$10.89 each cart/ per month*

COMMERCIAL PRICING

Container Sizes	COMMERCIAL CONTAINER*:						
	1x/wk	2x/wk	3x/wk	4x/wk	5x/wk	6x/wk	Extra Pickups
2	\$55.61	\$98.49	\$158.90	\$207.95	\$316.45		\$64.89
3	\$66.72	\$130.29	\$176.38	\$254.23	\$326.40		\$64.89
4	\$76.25	\$160.48	\$247.86	\$322.54	\$400.40		\$64.89
6	\$114.39	\$230.38	\$308.80	\$397.21	\$501.58		\$64.89
8	\$138.44	\$250.93	\$397.21	\$524.33	\$675.27	\$799.71	\$64.89

ADDITIONAL CHARGES:

Containers with casters \$2.17 per month
Containers with locks or gates \$1.08 per pickup

INDUSTRIAL CONTAINERS:

ROLL-OFF CONTAINERS:

20 Cubic Yard Per Haul \$431.76
30 Cubic Yard Per Haul \$499.27
40 Cubic Yard Per Haul \$557.53
Delivery and Exchange \$100.78
Daily Container Rental \$ 5.63

COMPACTORS:

6 Cubic Yard Compactor Charge *See Below
8 Cubic Yard Compactor Charge *See Below
30 Cubic Yard Compactor Charge \$225.51 Per Haul Plus Disposal
35 Cubic Yard Compactor Charge \$225.51 Per Haul Plus Disposal
42 Cubic Yard Compactor Charge \$225.51 Per Haul Plus Disposal

* Due to variations in equipment configurations, price will be negotiated with customer

EXHIBIT D
WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR RESIDENTIAL UNITS

- A. Commencing upon acquisition of the necessary capital equipment, by Contractor, but no later than the Effective Date, Contractor shall collect and dispose of in a workmanlike manner one (1) time per week on **a proposed date**, Residential Refuse placed in Containers at curbside at each Residential Unit located within the Service Area (“Residential Waste Collection Services”). Each residential unit shall receive one (1) 95-gallon container (Cart Contents Only); Brush and bulky waste will be collected within one month after Contractor observes (or is notified of) their presence, of each month and this service will be done as part of the regular collection service, as long as, the contents are placed inside the Polycarts. Contents outside of the Polycarts will fall under the guidelines for weekly quadrant collection. Contractor will divide the City into four (4) quadrants. Each of these quadrants will have specific collection cycles that will be done one (1) specific week out of a month. Contractor requests the bulk items be placed at the curb one (1) day prior to the scheduled pick up. Contractor shall pickup and haul brush and bulky waste as part of the regular service, but unbundled brush shall be prepared for disposal in a manner set forth by City ordinances, which shall include the following:
- Cut tree limbs in 6 to 8 foot lengths
 - Tree limbs shall not exceed 6 inches in diameter
 - Feeder branches shall not exceed 4 feet in overall width
 - Place larger ends of limb toward the street
 - Stack loose and less than 5 feet in height
 - Keep tree limbs clean of foreign objects (i.e. boards, shrubs, bamboo, or other woody materials, vines, wire, twine, etc.)
 - Make sure cars or other vehicles are not obstructing brush
- B. Contractor shall provide the Containers for weekly curbside collection of the Waste Materials from the Residential Units as specified below. Containers shall be placed at curbside by 7:00 A.M. on the designated collection day. All garbage, yard waste and rubbish must be contained inside the Poly Cart with the lid securely closed. The City has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the City to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than ten percent (10%), City agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work:
1. Estimated number of Residential Units as of commencement of contract term: 3714.
 2. Number of Containers to be provided to each Residential Unit: 1.
 3. Size of Containers for each Residential Unit: 95 Gallon.
 4. Number of Waste Material (Excluding Recyclable Materials) collections each week by contractor: 1 time per week.
 5. Number of Recycling Materials collections each week by Contractor: Bi-weekly
- C. Municipal Point of contact for Residential Unit Waste Collections:
1. Name: Woodie Brantley
 2. Mailing address: 1450 East Cleveland Road, Hutchins, Texas 75141
 3. Telephone number: 972-225-4207
 4. Email address: brantleyw@repsrv.com

For purposes of this Exhibit, the term “Container” shall have the same meaning as the term “Container for Garbage, Rubbish & Yard Waste Collection” in Exhibit A.

EXHIBIT E
WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR MUNICIPAL FACILITIES

A. Contractor shall provide the containers and weekly collection of the Waste Material from the following municipal facilities at no charge to The City:

FACILITY NAME	LOCATION	SIZE OF DUMPSTER	PICKUP
City Hall	702 N. Highway 175	Six Polycarts	Once a Week
Police Department	600 N. Highway 175	2 Cubic Yard	Once a Week
Fire Station	1717 N. Hwy 175	3 Cubic Yard	Once a Week
Central Park	1719 N. Hwy 175	6 Cubic Yard	Once a Week
Petty White Park	2407 Clover hill	8 Cubic Yard	Twice a Week
Bearden Park	600 May Road	6 Cubic Yard	Once a Week
Community Center	206 Farmers Road	4 Cubic Yard	Once a Week
Animal Shelter	1330 E. Malloy Bridge	4 Cubic Yard	Once a Week
Service Center	101 N. Watson	30 Yard Roll-Off	Weekly

PORT-A-LETS & WASH STATIONS

EVENT NAME	NUMBER OF PORT-O-LETS	NUMBER OF WASH STATIONS	DELIVERY DATES
City's discretion	25	12	TO BE DECIDED
Special Event Boxes	50	0	TO BE DECIDED
Totals -	70 units	12 units	

* These dates assume delivery one (1) working day prior to event and pickup on first working day after event.

**These are annual events. Dates for annual events will be provided in future years as determined. Port-a-lets will need to be provided in future years as needed.

B. Contractor shall provide forty (40) – forty (40) yard roll-off containers annually deemed for any use necessary. Each container shall be made available for approximately 5 days. Contractor shall charge the City \$3,435 per year for this service.

C. Municipal Point of contact for Municipal Facilities Waste Material Collections:

1. Name: Robyn Mota
2. Mailing address: 1450 East Cleveland Road, Hutchins, Texas 75141
3. Email address: rmota@republicservices.com

D. Municipal Point of contact for Municipal Facilities Waste Material Collections - INVOICES:

1. Name: Beth Dahl

2. Mailing address: P.O. Box 78829, Phoenix, AR 85062
3. Telephone number: 972-225-0891
4. Email address: bdahl@repsrv.com

Agenda Item 10

Discuss and consider an Ordinance amending Chapter 5 "Animal Control", Article 5.03 "Impoundment" by amending Section 5.03.009 "Live Traps" to provide for a fee to be collected by the City and to provide guidelines for using said live traps; providing a penalty clause of fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense; providing a repealing clause; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The current City Ordinance 5.03.009 Live Traps allows citizens or business owners to put down a deposit for a live animal trap to capture at large or nuisance animals. The ordinance does not stipulate what that deposit amount should be, nor does it allow for the City to recover any monetary loss when a trap is either not returned, or damaged beyond repair.

In addition should a citizen or business owner put down a monetary DEPOSIT for the use of a live animal trap it becomes the City and/or Department's responsibility to retain that money and ensure that the money is returned to the citizen or business owner once the trap is returned and determined to be in good working order, which the current ordinance allows for two (2) weeks of continued use or possession.

While we want to continue to offer this service, it has become costly to the City based on the fact that Animal Services has to purchase the traps to have on-hand at a cost \$150.00 to \$200.00 for the large trap, and \$75.00 to \$100.00 for the small traps, then maintain the traps to ensure they are in good working order with no guaranty or binding measure to ensure the traps will be returned once they are loaned out.

With a rental program that charges citizens or business owners a reasonable fee based on research of area agencies such as Balch Springs, Forney, Mesquite, and Terrell, and has stipulations of accountability for the maintenance and return of the trap built into the agreement, the City is able to provide better service to more of its citizens in a more efficient manner.

The rental cost of the traps will be based on an initial \$50.00 for five business day period at \$10.00 per day for a large animal trap, and initial \$25.00 for five business day period at \$5.00 per day for a small animal traps, with the understanding that should the borrower return the rented trap prior to the fifth day of the rental agreement their rental fee will be prorated to only encumber the number of actual days used and any remaining rental fee will be returned to the borrower in the form deemed feasible by the finance department.

If the borrower fail to bring the trap back by the return date listed on the rental agreement, a certified demand letter will be sent to the borrower at the address listed on the rental agreement form. Should the borrower still refuse to surrender the trap as stipulated in the rental agreement the borrower could face a criminal charge under Section 31 or the Texas Penal Code.

FINANCIAL IMPACT:

Rental Program funds will go toward the purchase of replacement traps and to purchase additional traps as needed.

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 28-15

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 5 "ANIMAL CONTROL", ARTICLE 5.03 "IMPOUNDMENT", BY AMENDING SECTION 5.03.009 "LIVE TRAPS" TO PROVIDE FOR A FEE TO BE COLLECTED BY THE CITY AND TO PROVIDE GUIDELINES FOR USING SAID LIVE TRAPS; PROVIDING A PENALTY CLAUSE OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, currently Chapter 5, Section 5.03.009 provides that live traps may be obtained from the city after having place a deposit; and

WHEREAS, the City Council finds that it is in the best interest of the City to amend Chapter 5, Section 5.03.009 to further provide a rental fee to be paid and guidelines for the use of said traps.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Chapter 5 "Animal Control", Article 5.03, Section 5.03.009, "Live Traps" of Seagoville's Code of Ordinances are hereby amended as set forth below:

"TITLE I: GENERAL ORDINANCES

.....

CHAPTER 5. ANIMAL CONTROL

.....

ARTICLE 5.03 IMPOUNDMENT

.....

Sec. 5.03.009 Live Traps

- (a) The local animal control authority may issue a live trap to any person(s) requesting a trap within the corporate limits of the City. Each person shall sign an animal trap agreement and pay a fee prior to receiving the trap. The fee will be as adopted by resolution of the city council and will be charged per business week. Lease of a live animal trap shall not exceed a period of two (2) weeks. Any person requesting a trap will be responsible for keeping the trap in proper working order, and for the cost to repair or replace a damaged, destroyed, or lost trap.
- (b) Humane traps shall be used to trap animals within the City, whether on public or private property. The person who places the trap, or who requests its placement by the City, shall be responsible for checking the trap, the care of the animal while it is in the trap, and the notification to the City of any captured animal. All traps shall be checked at least daily. No traps shall be placed upon public property without written authorization from the City. It shall be the responsibility of the person setting the trap to properly label the trap indicating the owner and the date permission was obtained from the City.
- (c) All captured domesticated animals shall be turned over to the City. All captured wild animals shall be turned over to the City, a wildlife educational center, or state licensed wildlife rehabilitator as soon as possible.
- (d) Offenses. A person commits an offense if he:
 - (1) Places, or places and baits, or permits the placing or placing and baiting of any steel jawed trap (commonly known as a "bear trap," "wolf trap," "leg hold trap," or "coyote trap"), any body hold trap (commonly known as "connibear trap"), or any other trap designed to be lethal;
 - (2) Places any substance, article, or bait that has in any manner been treated with any poisonous or toxic substance, including anti-freeze, or any drug in any place accessible to human beings, birds, dogs, cats or other animals with the intent to kill or harm animals;
 - (3) Places, or places and baits a trap or permits the placing or placing and baiting of any trap designed for trapping animals in any highway, street, alley or other public place within the corporate limits of the City unless specific written authorization by the City has been granted. This subsection shall not apply to a City Enforcement Agent or an agency working with written permission from the City from placing the traps on public property;
 - (4) Removes, alters, damages, or otherwise tampers with a trap or equipment belonging to or set out at the request of the City.
- (e) This section shall not be interpreted to restrict the extermination of rats, mice, insects, other vermin, or any animal deemed a nuisance by state law, through the use of traps, poisons, or other commercially available means when used in that person's residence, property, accessory structure, or commercial establishment and in accordance with the manufacturer's directions as long as reasonable precautions are taken to ensure that no human, pet, or wild animal,

other than the targeted species, comes into contact with the traps, poisons, or other means and that does not violate any other section of this chapter.”

SECTION 3: All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4: Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, paragraph, clause or phrase thereof irrespective of the fact that any one or more sections, paragraphs, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5: An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 6: That any person violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense.

SECTION 7: This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY PASSED by the City Council of the City of Seagoville, Texas, this 14th day of December, 2015.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

ANIMAL TRAP RENTAL AGREEMENT

Animal traps may be obtained **IN-PERSON** from Seagoville City Animal Control, located at 1330 E. Malloy Bridge Road. The citizen should first contact Seagoville City Animal Control at (972) 287-6838 to verify availability.

A **\$50.00 fee** for large animal traps and **\$25.00 fee** for small animal traps charged per business week is required at the time this agreement is signed. Borrower will be responsible for keeping the trap in proper working order, and for the cost to repair or replace a damaged, destroyed, or lost trap. Failure to return the trap to the City after the paid rental period may subject the borrower to theft charges under Chapter 31 of the Texas Penal Code.

The borrower agrees to the following:

- Traps will be picked up from Seagoville City Animal Control, located at 1330 E. Malloy Bridge Road. Instructions will be provided for setting and baiting the trap.
- Please call (972) 287-6838 for removal of trapped animals.
- **DO NOT ATTEMPT TO HANDLE AND/OR REMOVE TRAPPED ANIMALS!**
- Traps will **only** be serviced **Monday through Friday between 8:00am and 5:00pm.**
- Traps will **NOT** be checked for trapped animals **on weekends, holidays or after hours.**
- Borrower shall promptly return Traps upon expiration of the agreement (or earlier if necessary) unless an extension is requested and granted. Extensions will be granted based upon trap availability.

Borrower's Name:	_____
Borrower's Address:	_____ _____ _____
Borrower's Phone:	_____
Issue Date:	_____
Return Date:	_____
Account No.	45-9327-00-00

I have read, understand and agree to the conditions of this agreement.

Borrower

Signature _____

Date _____

City Employee

Signature: _____

Date Requested _____ Type of Trap Rented L / S (Circle One) Staff _____

Method of Payment Cash / Check # _____
Debit or Credit Card: Visa / Mastercard / American Express (Circle One)

Trap Returned Date _____ Trap Condition _____

Returned Signatures and Date:

Borrower Date Employee Date

Agenda Item 11

Discuss and consider a Resolution amending the Master Fee Schedule and providing an effective date.

BACKGROUND OF ISSUE:

In 2008, the City Council adopted a Master Fee Resolution. The purpose of the Resolution was to have one document that captures all City fees rather than having them scattered throughout the Code of Ordinances. The last overall review was in 2008. Typically, each year during the budget process, these fees should be evaluated by staff.

On or about November 30, 2015, the City Council conducted a workshop to discuss the proposed amendments to the Master Fee Schedule. The new fees and fee increases, which were reviewed during the workshop are reflected on the attached exhibit.

FINANCIAL IMPACT:

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 60-R-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE MASTER FEE SCHEDULE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 6, 2008, the City Council adopted a Master Fee Schedule;
and

WHEREAS, it is necessary that the Master Fee Schedule to be amended from time to time by resolution of the City Council;

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

SECTION 1. That a Master Fee Schedule, attached hereto as Exhibit "A," is adopted by the City Council of the City of Seagoville, Texas.

SECTION 2. This Resolution and the fees established herein shall take effect on the 1st day of January, 2016, and it is accordingly so resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas, on 14th day of December, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

MASTER FEE LIST

Effective 1/1/16

EXHIBIT "A"

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	-	-	-
FINANCE CHARGES				
Returned Check		\$ 30.00	-	\$ 30.00
Lien Administrative Fee		\$ 100.00	-	\$ 100.00
Lien Per Annum		10%	-	10%

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	Minimum 1 Hour \$15.00 per Hour	\$ 15.00	\$ -	\$ 15.00
Field reservations with lights	Minimum 1 Hour \$15.00 per Hour	\$ 15.00		\$15.00
Field reservations, no lights, per field	Minimum 1 Hour \$10.00 per Hour	\$ 10.00		\$10.00
Special Event Fee Based	Special License and Use Agreement		New Fee	20% Total Revenues
Special Event Non Fee Based	Special License and Use Agreement		New Fee	\$ 200.00
Police Security	Special License and Use Agreement		New Fee	Invoiced @ Cost
Public Works and Barricades	Special License and Use Agreement		New Fee	Invoiced @ Cost
Pavilion - CO Bruce Central Park	Minimum 1 Hour \$10.00 per Hour		New Fee	\$10.00
ALL SPORTS LEAGUES ADULT AND YOUTH SPECIAL LICENSE AND USE AGREEMENT				
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	\$ -	\$ 100.00
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 Suppression / Fire Alarm Plan Review		\$ 50.00	\$ -	\$ 50.00
Fire Sprinkler Plan Review		\$ 50.00	\$ -	\$ 50.00
Fire Suppression / 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 Present	\$ 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) longer than 1 1/2 hours	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	\$100 + \$25 Per Acre
Concept Plan Only	Each Request maximum \$1,500.00	\$ -	New Fee	\$100 + \$25 Per Acre
Text & Concept Plan	Each Request (Maximum \$1,500.00	\$ -	New Fee	\$100 + \$25 Per Acre
PLATS (includes 2 DRC Reviews)				
Amending Plat	3 Lots or less	\$ -	New Fee	\$ 100.00
Combination Construction/Final Plat	3 Lots or less	\$300.00	-	\$ 300.00
Combination Construction/Final Plat for Subdivisions	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	\$ 100.00
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	\$ 100.00
Vacating Plan		\$ -	New Fee	\$ 100.00
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	\$ 75.00
Site Plan & Revised Site Plan	P & Z Commission Approval	\$ -	New Fee	\$ 75.00
Elevation/Façade Plan	(Only if requesting a waiver, P & Z Commission approval required)	\$ -	New Fee	\$ 75.00
Landscape Plan	P & Z Commission Approval	\$ -	New Fee	\$ 75.00
Zoning Verification Letter	City's form letter will be provided	\$ -	New Fee	\$ 25.00
Board of Adjustment Variance Request		\$ 100.00		\$ 100.00
Sign Variance		\$ 100.00		\$ 100.00
Application withdrawal refund (any type)	Within 24 hours of submittal	\$ 75.00		\$ 75.00
Plus the Dallas/Kaufman County Clerks Filing 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				
CONTRACTOR REGISTRATIONS				
General	Annually	\$ 50.00	\$ 10.00	\$ 60.00
Electrical	Annually	\$ 50.00	\$ 10.00	\$ 60.00
Mechanical	Annually	\$ 50.00	\$ 10.00	\$ 60.00
Plumbing / Med Gas / Fire Sprinkler and Fire Alarm	State law prohibits a registration fee	\$ -	\$ -	\$ -
Irrigator	Annually	\$ 50.00	\$ 10.00	\$ 60.00
Backflow Tester	Annually	\$ 35.00	\$ 10.00	\$ 45.00
All Other Trades	Annually	\$ 50.00	\$ 10.00	\$ 60.00
MISCELLANEOUS FEES				
Electrical T-Pole		\$ 25.00	\$ 10.00	\$ 35.00
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		\$38.00 - \$50.00	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
Plan Review NEW Single Family Dwelling			New Fee	\$ 50.00
Plan Review ANY Commercial			New Fee	\$ 50.00
Cell Tower			New Fee	Table 1A
Solar Energy Systems			New Fee	Table 1A
Wind Turbines			New Fee	Table 1A
Tents & Canopies over 200 square feet		\$ 50.00		\$ 50.00
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	\$ 10.00	\$ 35.00
Real Estate Sales Office		\$ -	New Fee	\$ 75.00
Portable Church/School Building		\$ -	New Fee	\$ 75.00
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		\$ 25.00
Signs	101 square feet - 300 square feet	\$ 50.00		\$ 50.00
Signs	301 square feet or larger	\$ 100.00		\$ 100.00
Portable Signs		\$ 25.00		\$ 25.00
Removal & Storage of Temporary or Portable Signs		\$25.00 + \$5.00 per day storage		\$25.00 + \$5.00 per day storage
<p>**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.</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				
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		\$100	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
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				
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
Restaurant	Annually	\$ 275.00	\$ -	\$ 275.00
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 5 Years	\$ 35.00	\$ -	\$ 35.00
Replacement of lost Food Manager Certificate		\$ 10.00	\$ -	\$ 10.00
Administrative fee for all establishments	Does Not Apply to Temporary Food Vendors	\$ 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

* Our current contract provides for food establishments to be inspected twice a year with third and any subsequent inspections invoiced at cost by the City.

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	Short Side Each	\$ 800.00	\$ 200.00	\$ 1,000.00
Standard 1" service tap	Short Side Each	\$ 900.00	\$ 300.00	\$ 1,200.00
Standard 1 1/2" service tap	Short Side Each	\$ 1,200.00	\$ 200.00	\$ 1,400.00
Standard 2" service tap	Short Side 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, water mains and fire lanes.	*	\$ -	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
\$69.25	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.

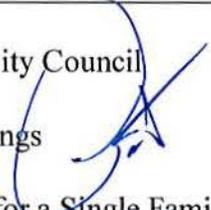


OFFICE OF THE CITY MANAGER
CITY OF SEAGOVILLE, TEXAS
702 N. HIGHWAY 175, SEAGOVILLE, TEXAS 75159
972.287.2050

Patrick Stallings, City Manager
Email: pstallings@seagoville.us
Direct Dial: 972.287.6807

MEMORANDUM

TO: Mayor and City Council

FROM: Patrick Stallings 

RE: Permit Cost for a Single Family Dwelling

DATE: December 8, 2015

This document explains the permit cost charged by the City for a person building a new 1400 sf residence in Seagoville.

Existing Cost as of 2008

• Building Permit .46 Per Square Foot	\$644.00
• Water Meter Set Fee	\$250.00
• Water Deposit	\$ 60.00
• Administrative Fee	\$ 10.00
Total	\$964.00

Proposed Cost if Approved

To calculate the permit cost for a 1400 sf new home using the proposed Table 1-A, you would calculate the first \$50,001 of the project at \$643.75 and \$7.00 for each additional \$1,000 in value after that, up to \$100,000. The cost would increase after \$100,000 in value. Just as an example, we used \$50.00 per square foot for the building cost, which in theory would produce a \$70,000 new home.

• Building Permit Fee Utilizing Table 1-A	\$ 783.75
• Water Meter Set Fee	\$ 250.00
• Water Deposit	\$ 60.00
• Plan Review Fee	\$ 50.00
• Administrative Fee	\$ 10.00
Total	\$1,153.75

Agenda Item 12

Conduct a public hearing and consider an Ordinance of the City of Seagoville, Texas, designating Reinvestment Zone No. 2; Providing eligibility of the zone for commercial-industrial tax abatement; contain findings that the area qualifies to be designated as a reinvestment zone and the improvements sought are feasible and practicable and of benefit to the land and the city; providing a severability clause; providing a repealing clause; and providing an effective date.

BACKGROUND OF ISSUE:

Property must be designated as a Reinvestment Zone in order to be considered for Tax Abatements. The City Council is being asked to consider designating the property located at 190 S. Crestview Drive, Seagoville, Dallas County, Texas, which is the proposed future home of the Tractor Supply Company as a reinvestment zone. The property described will be reasonably likely to contribute to the retention or expansion of primary employment, and/or to attract major investment in the zone that will be of benefit to the property and contribute to the economic development of the City.

As provided by applicable law, notice was provided by placing the Notice of the Public Hearing of Designation of Reinvestment Zone No. 2 in the Suburbia News dated December 3, 2015.

FINANCIAL IMPACT:

None

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 29-15

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, DESIGNATING REINVESTMENT ZONE NO. 2; PROVIDING ELIGIBILITY OF THE ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT; CONTAIN FINDINGS THAT THE AREA QUALIFIES TO BE DESIGNATED AS A REINVESTMENT ZONE AND THE IMPROVEMENTS SOUGHT ARE FEASIBLE AND PRACTICABLE AND OF BENEFIT TO THE LAND AND THE CITY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seagoville, Texas, has caused notice to be published in the newspaper having general circulation in the City and has delivered such notice to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property described herein; and

WHEREAS, the City Council of the City of Seagoville, Texas, has conducted a public hearing on the designation of the area described herein as a reinvestment zone; and the City Council finds that the area qualifies to be a reinvestment zone.

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

SECTION 1. That the City Council of the City of Seagoville, Texas finds that the area described herein will, if designated as a reinvestment zone, be reasonably likely to contribute to the retention or expansion of primary employment, or to attract major investment in the zone that will be of benefit to the property and contribute to the economic development of the City. The City Council further finds that the improvements sought are feasible, practicable and would be of benefit to the land to be included in the zone; and, that such improvements would be of benefit to the City after the expiration of a tax abatement agreement.

SECTION 2. Pursuant to the provisions of Section 312.201 of the Texas Tax Code, the property described as Lot 4, Block A of the Seagoville Corners III Addition part of the John D. Merchant Survey, Abstract No. 850, being 3.359 acres, located at 190 S. Crestview Drive, Seagoville, Dallas County, Texas and as depicted in Exhibit "A" attached hereto and made a part hereof for all purposes is hereby designated as a reinvestment zone and for identification is assigned the name "Reinvestment Zone No. 2".

SECTION 3. The property within Reinvestment Zone No. 2 is eligible for commercial-industrial tax abatement effective on the passage date of this Ordinance.

SECTION 4. If any section, article paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 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 amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. This Ordinance shall become effective from and after its date of passage in accordance with law, and shall be effective for five (5) years from and after its passage as provided by law.

DULY PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this 14th day of December, 2015.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Dara Crabtree, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(REH:cdb12/8/2015/ag/7456)

Tractor Supply Company
(190 South Crestview Drive)



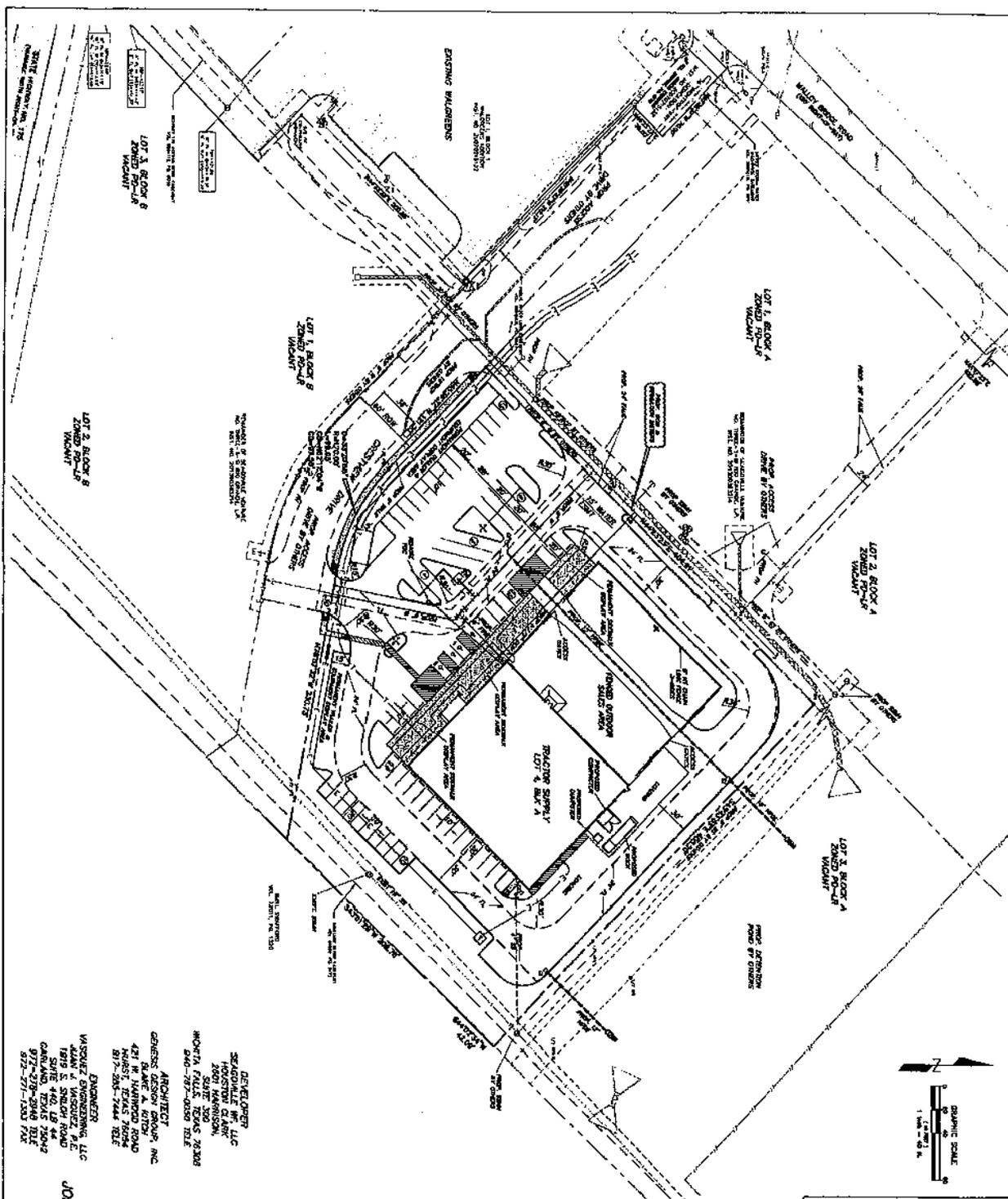
**Dallas Central
Appraisal District**
www.dallascad.org

DISCLAIMER

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

The box outlined in red above depicts approximate location of the Tractor Supply property.

EXHIBIT "A"



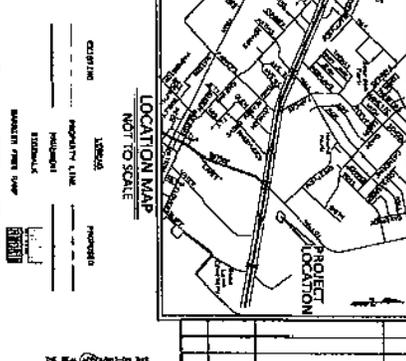
DIRECTOR
 SEAGOVILLE, TEXAS
 HOUSTON, TEXAS
 2801 WARRIOR
 MORTAL, TEXAS 75008
 940-787-0050 TOLL
 ARCHITECT
 GENESIS ARCHITECTURE, INC.
 421 N. HARRISON ROAD
 HOUSTON, TEXAS 77002
 817-555-7444 TOLL
 ENGINEERS
 VASQUEZ ENGINEERING, L.L.C.
 1518 S. SPAIN ROAD
 SUITE 440, LB 44
 GARLAND, TEXAS 75042
 972-276-2948
 972-271-2533 FAX

JOHN MERCHANT SURVEY, ABSTRACT NO. 850
 CITY OF SEAGOVILLE, DALLAS COUNTY
 JUNE 10, 2015

SCALE: 1" = 40'
 DESIGNED BY: J.V.V.
 DRAWN BY: J.V.V.
 CHECKED BY: J.V.V.
 DATE: 06/10/2015

SITE SUMMARY TABLE	
Site Address	1518 S. SPAIN ROAD
County	DALLAS
Project Name	TRACTOR SUPPLY - SEAGOVILLE
Parcel ID/STREET	TRACTOR SUPPLY - SEAGOVILLE
Site Area	2.340 ACRES (102,340 S.F.)
Building Area	15,000 S.F.
Existing Height	15.00' / 45.91' x 15.00'
Lot Coverage	64.1% (64.1% x 15.00')
Lot Area (Total)	102,340 S.F. (7.36 ACRES x 13,870 S.F.)
Lot Area (Covered)	65,500 S.F. (4.73 ACRES x 13,870 S.F.)
Lot Area (Uncovered)	36,840 S.F. (2.65 ACRES x 13,870 S.F.)
Use	INDUSTRIAL
Use Intensity	1.00 (1.00 x 100,000 S.F.)
Use Intensity (Covered)	0.60 (0.60 x 100,000 S.F.)
Use Intensity (Uncovered)	0.40 (0.40 x 100,000 S.F.)
Use Intensity (Total)	1.00 (1.00 x 100,000 S.F.)
Use Intensity (Total) (Covered)	0.60 (0.60 x 100,000 S.F.)
Use Intensity (Total) (Uncovered)	0.40 (0.40 x 100,000 S.F.)
Use Intensity (Total) (Total)	1.00 (1.00 x 100,000 S.F.)
Use Intensity (Total) (Total) (Covered)	0.60 (0.60 x 100,000 S.F.)
Use Intensity (Total) (Total) (Uncovered)	0.40 (0.40 x 100,000 S.F.)
Use Intensity (Total) (Total) (Total)	1.00 (1.00 x 100,000 S.F.)
Use Intensity (Total) (Total) (Total) (Covered)	0.60 (0.60 x 100,000 S.F.)
Use Intensity (Total) (Total) (Total) (Uncovered)	0.40 (0.40 x 100,000 S.F.)
Use Intensity (Total) (Total) (Total) (Total)	1.00 (1.00 x 100,000 S.F.)

- NOTES:
 1. MANUFACTURE AND TRADES BUILDING AS SHOWN PERMITTED BY
 2. ALL OTHERS ARE TO BE REMOVED AND THE SITE TO BE RESTORED TO ORIGINAL CONDITION.
 3. ALL OTHERS ARE TO BE REMOVED AND THE SITE TO BE RESTORED TO ORIGINAL CONDITION.
 4. SEE CIVIL ENGINEERING PLAN FOR SITE CONSTRUCTION DETAIL.
 5. SEE LANDSCAPE PLAN FOR SITE LANDSCAPING DETAIL.



TRACTOR SUPPLY CO.
 SEAGOVILLE, TEXAS

VASQUEZ ENGINEERING L.L.C.
 1518 S. SPAIN ROAD
 SUITE 440, LB 44
 GARLAND, TEXAS 75042
 Ph: 972-276-2948
 TX Registration # F-12298

SP1



City of Seagoville

702 N. Hwy 175 ★ Seagoville, Texas 75159
Phone (972) 287-2050 ★ Main Fax (972) 287-3891
www.seagoville.us

NOTICE OF PUBLIC HEARING **OF DESIGNATION OF REINVESTMENT ZONE 2**

A PUBLIC HEARING will be conducted by the City Council of the City of Seagoville, Texas, in the Council Chambers, on the 14th day of December, 2015, at 7:00 P.M., to consider designation of the property described as Lot 4, Block A of the Seagoville Corners III Addition part of the John D. Merchant Survey, Abstract No. 850 (3.359 acres), located at 190 S. Crestview Drive, Seagoville, Dallas County, Texas, as a Reinvestment Zone No. 2 in accordance with and under Chapter 312 of the TEXAS PROPERTY TAX CODE.

The Council will seek to determine whether the improvements proposed sought to be made in the perspective zone are feasible, practical and will be a benefit to the land included in the zone; and, whether such proposed improvements to the City after the expiration of a tax abatement agreement to be entered into pursuant to Section 312.204 of the TEXAS PROPERTY TAX CODE shall benefit said zone and City.

At the hearing, interested persons are entitled to speak and present evidence for or against the designation.

Published December 3, 2015

PUBLIC NOTICE STATEMENT FOR ADA COMPLIANCE

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)

Agenda Item 13

Discuss and consider a Resolution approving the terms and conditions of a Tax Abatement Agreement by and between the City of Seagoville, Texas and HBC Interests; Authorizing the Mayor to execute said agreement; and providing an effective date.

BACKGROUND OF ISSUE:

The City has received a request and proposal from Tractor Supply Company for economic development assistance to be provided by the City. The City Manager has reviewed the request and feels it is in the best interest of the City to provide assistance to Tractor Supply by granting an abatement of fifty percent (50%) of the City's portion of the Taxable Value of the Improvements for a period of four (4) consecutive years, beginning on the year following the issuance of the Certificate of Occupancy. The taxable value of the land and improvements to be constructed is estimated at \$1,800,000.

Please be advised that HBC Interests, who owns the property described herein, has granted written authorization for Tractor Supply Company to serve as their authorized representative in applying for any and all economic development assistance.

FINANCIAL IMPACT:

An amount equivalent to a property tax abatement in the amount of fifty percent (50%) of the City's portion of the Taxable Value of the Improvements for a period of four (4) consecutive years.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 61-R-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A TAX ABATEMENT AGREEMENT BY AND BETWEEN THE CITY OF SEAGOVILLE, TEXAS AND TRACTOR SUPPLY COMPANY; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Tax Abatement Agreement by and between the City of Seagoville, Texas and Tractor Supply Company, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Agreement on behalf of the City of Seagoville;

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

SECTION 1. The Agreement attached hereto and incorporated herein as Attachment "A" and having been reviewed by the City Council of the City of Seagoville, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the Mayor is hereby authorized to execute the Agreement on behalf of the City of Seagoville, Texas.

SECTION 2. The City Council finds that the improvements proposed to be constructed upon the Premises described in the Agreement will enhance the economic vitality of the community through a combination of new capital investment, increased sales tax revenues, and the creation of additional job opportunities.

SECTION 3. The tax abatement to be granted by the Agreement will not include inventory and supplies.

SECTION 4. The improvements proposed for the Premises will accomplish the tax abatement guidelines of the City of Seagoville, Texas.

SECTION 5. The City Manager delivered to the presiding officer of the governing body of each taxing unit in which the property subject to the Agreement is located, a written notice that the City of Seagoville, Texas, intends to enter into the Agreement. The notice given by the City Manager included a copy of the Agreement approved by this Resolution.

SECTION 6. This Resolution and the Tax Abatement Agreement are hereby approved by the affirmative vote of the majority of the members of the City Council of the City of Seagoville, Texas, at a regularly scheduled meeting of the City Council.

SECTION 7. This resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 14th day of December, 2015.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

DARA CRABTREE, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY
(:cdb 09/17/2015)

STATE OF TEXAS §
COUNTIES OF DALLAS/KAUFMAN § **TAX ABATEMENT AGREEMENT**

This Tax Abatement Agreement (the "Agreement") is entered into by and between the City of Seagoville, Texas (the "City") and HBC Interests (the "Company"), acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, the City Council of the City of Seagoville, Dallas and Kaufman Counties, Texas (the "City") passed an Ordinance (the "Ordinance") establishing Tax Abatement Reinvestment Zone No. 2 (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 has adopted guidelines for tax abatement (the "Tax Abatement Guidelines"); and

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

WHEREAS, in order to maintain and enhance the corporate commercial and industrial economic and employment base of the Seagoville area, it is in the best interest of the taxpayers for the City to enter into this Agreement in accordance with local and state law; and

WHEREAS, Company is the owner of real property ("Land") located at 190 S. Crestview Drive, Seagoville, Dallas County, Texas (hereinafter, the "Premises"), to serve as a retail facility, for a period of at least ten (10) years.

WHEREAS, the Company desires to cause the construction and operation of a 19,000 square-foot retail facility ("Improvements") on the Land; and

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

WHEREAS, the development efforts of the Company described herein will create permanent new jobs in the City and the overall economic viability of the City; and

WHEREAS, the City Council finds that the contemplated use of 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

ATTACHMENT "A"

WHEREAS, the City Council finds that the Improvements sought are feasible and practicable and would be of benefit to the Land (hereinafter defined) to be included in the Zone and to the City after expiration of 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 body of each of the taxing units in which the Premises is located; and

WHEREAS, the City desires to enter into an agreement with the Company for the abatement of taxes pursuant to Chapter 312 of the TAX CODE, as amended;

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 HBC Interests.

“Construction” shall mean the construction on the Premises by Company of an approximately nineteen thousand square feet (19,000’) 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 factor 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 the construction of an approximate nineteen thousand square feet (19,000’) retail building and appurtenances on the Land described and depicted in Exhibit A.

“Land” shall mean 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” shall mean 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 owns the land and shall cause the construction and operation of the Improvements and shall locate and maintain Tangible Personal Property at the Premises.

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

2.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the County, if any.

2.4 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.

2.5 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 this Agreement.

2.6 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 four (4) 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 are added to the land subsequent to the execution of this Agreement.

3.3 The period of tax abatement herein authorized shall be for a period of four (4) 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 the land, inventory and supplies.

3.5 The Company has agreed to purchase land and cause the construction and operation of the Improvements of at least one million eight hundred thousand dollars (\$1,800,000.00) and to locate and maintain said Improvements at the Premises with a Taxable Value of at least one million eight hundred thousand dollars (\$1,800,000.00) 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 for the Improvements and continue for four (4) years thereafter.

ARTICLE IV IMPROVEMENTS

4.1 Nothing in this Agreement obligates the Company to construct the building and/or 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 to construct and occupy the Premises as provided herein on or before December 31, 2016. 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 and/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 has 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. That 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 reasonable 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 notice of

termination is provided. The City shall have all remedies for collection of the abated tax provided generally in 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 Company, to:

Houston B. Clark, Manager
HBC Interests
2601 Harrison, Suite 300
Wichita Falls, TX 76308

If intended for City, to:

City Manager
City of Seagoville
702 N. Highway 175
Seagoville, TX 75159

With a copy to:

[Redacted area]

With a copy to:

Robert E. Hager, City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, LLP
500 N. Akard, 1800 Ross Tower

Telephone: _____
Facsimile: _____

Dallas, TX 75201
Telephone: 214-965-9900
Facsimile: 214-965-0010

8.2 Authorization. This Agreement was authorized by resolution of the City Council approved at a duly convened 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 as original and constitute one and the same instrument.

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

8.7 Survival of Contents. 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.

8.8 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.

8.9 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 (collective referred to as "liabilities"), that Company ever had, now has, or in the future may have, against the City based upon or arising directly or indirectly out of the development of the Property.

8.10 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 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.

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

CITY OF SEAGOVILLE, TEXAS

DENNIS K. CHILDRESS, Mayor

ATTEST:

DARA CRABTREE, City Secretary

APPROVED AS TO FORM:

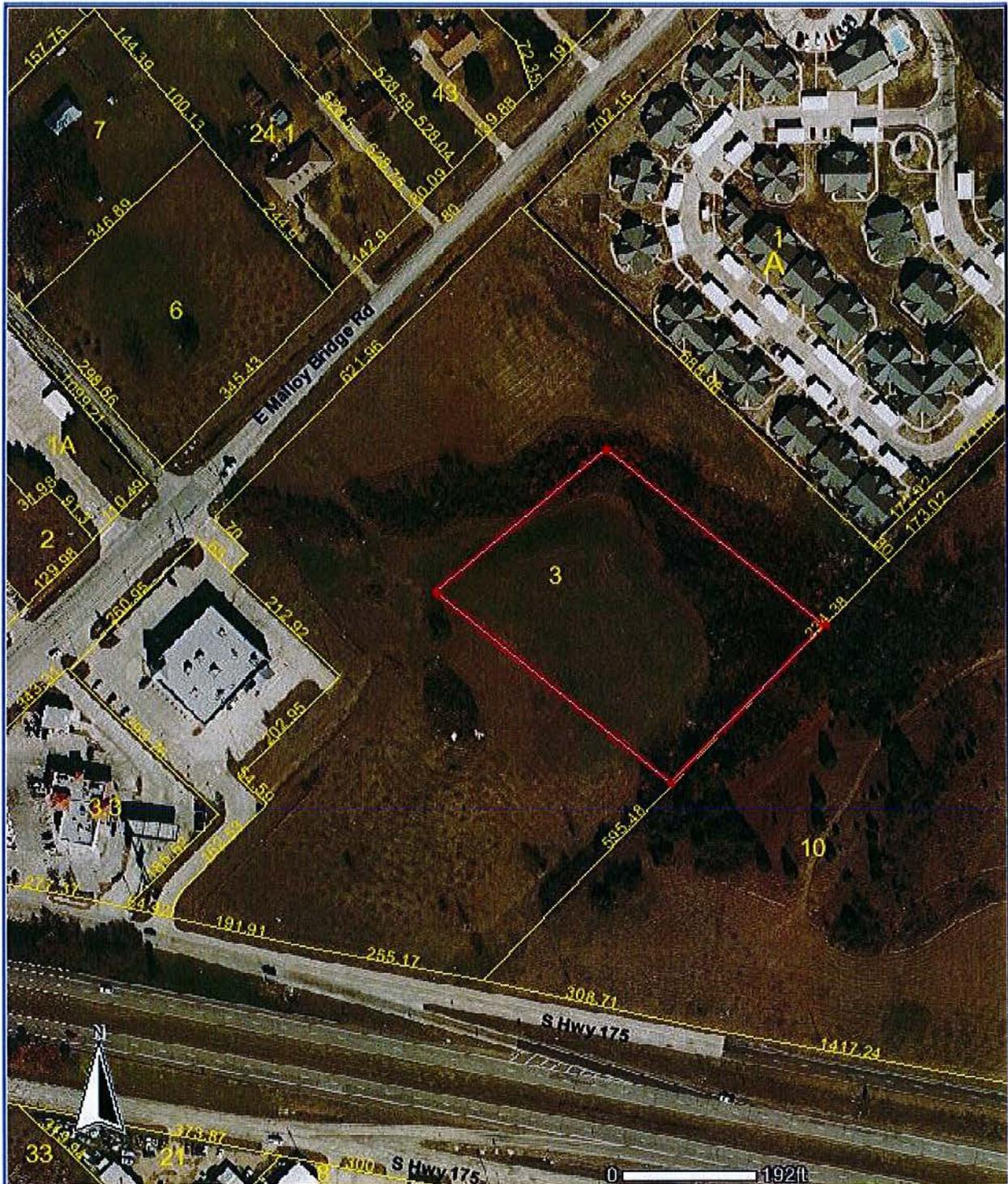
ROBERT E. HAGER, City Attorney

EXECUTED in duplicate originals on the ____ day of _____, 201__.

**TRACTOR SUPPLY COMPANY, for and on behalf of:
HBC INTERESTS**

By: _____
Title: _____

Tractor Supply Company
(190 South Crestview Drive)



**Dallas Central
Appraisal District**
www.dallascad.org

DISCLAIMER

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

The box outlined in red above depicts approximate location of the Tractor Supply property.

EXHIBIT "A"

HBC INTERESTS

Property Manager for
Seagoville WF, LLC

November 2, 2015

To whom it may concern,

I Houston B Clark, authorize Tractor Supply Company to apply for any and all city incentives and/or abatements.

Sincerely,



Houston B. Clark
Manager



Cindy Brown
HR Director/Risk Manager
City of Seagoville
702 N. Highway 175
Seagoville, TX 75159

10/30/2015

RE: Proposed TSC

Dear Cindy:

I would like to thank you for further discussing a possible Tractor Supply Company within your community. Based on the attached Community Impact Analysis, reflecting revenue growth, job creation opportunities, and increased property tax basis, I would like to propose the following economic development assistance:

- **Tax abatement pursuant to Chapter 312 of the Tax Code**
 - (abatement terms and percentage set by council)
- **Economic development Incentives pursuant to the Chapter 380**
 - (not to exceed 10 years, terms & percentage set by council)
- **Sales tax rebate 50% of city's two cent \$0.02 paid by qualifying retail business**
 - (terminating at the close of year 5)
- **Machinery & equipment tax abatements**
 - (terms and percentage set by council)
- **Waiver of city imposed fee(s) up to \$5,000**
 - (construction, utilities, traffic/impact, etc)

The proposed location see exhibit A for site plan is vacant underutilized land and is located in an area the city has targeted for redevelopment. Community revitalization also creates high visibility to draw other projects to the targeted visibility area.



In addition to the community impact Tractor Supply would bring, we consider ourselves to be neighborhood stores. Like any true neighbor, we go to great lengths to help out in any way we can. From supporting local 4-H and FFA to finding homes for shelter pets, we're making a difference on the things our customers care about the most.

Many of our customers and team members at Tractor Supply strive to be good stewards of the land and our natural resources because they rely on them not just for their lifestyle, but also for their livelihood. As the supplier of choice for the farm and ranch lifestyle, it is imperative that we not only carry the products that enable our customers to live sustainably, but that we also incorporate sustainable practices into the way we do business. We cannot just be merchants of this lifestyle; we must also adhere to and practice it as a responsible corporate citizen. I've enclosed our 2014 Annual Stewardship Report for your review as well.

I want to thank you in advance for your time and consideration, it is greatly appreciated! I am available for further discussion should one be warranted.

Sincerely,

Amy Vissmer
Tax Credits & Incentives

Enclosures

Community Impact Analysis

Projections

Property Tax

Taxing Authority	Tax Rate	Fair Market Value	Assessed Value	Total Tax
Real Estate Tax - Dallas County	0.2431	\$ 94,720.00	\$ 94,720.00	\$ 13,580.67
Real Estate Tax - City	0.7138	\$ 94,720.00	\$ 94,720.00	\$ 1,836.24
Real Estate Tax - Hospital	0.286	\$ 94,720.00	\$ 94,720.00	\$ 270.90
Real Estate Tax - Dallas ISD	1.282085	\$ 94,720.00	\$ 94,720.00	\$ 1,214.39
Real Estate Tax - Coll Dist	0.124775	\$ 94,720.00	\$ 94,720.00	\$ 118.19
Real Estate Tax - School Equal	0.01	\$ 94,720.00	\$ 94,720.00	\$ 9.47
Total Property Tax	2.65976			\$ 17,029.86

Sales Tax

Sales Tax on Annual Sales				
State Tax	6.15%	\$ 3,000,000.00	\$ 184,500.00	
Parish and/or County Tax		\$ 3,000,000.00	\$ -	
City Sales Tax	2.00%	\$ 3,000,000.00	\$ 60,000.00	
Total Annual Sales Tax Revenue	8.15%		\$ 244,500.00	

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Net Sales	\$ 3,000,000	\$ 3,270,000	\$ 3,531,600	\$ 3,778,800	\$ 4,005,500	\$ 4,165,700	\$ 4,332,300	\$ 4,505,600	\$ 4,685,800	\$ 4,873,200	\$ 2,469,132.75
State Tax	\$ 184,500.00	\$ 201,105.00	\$ 217,193.40	\$ 232,396.20	\$ 246,338.25	\$ 256,190.55	\$ 266,436.45	\$ 277,094.40	\$ 288,176.70	\$ 299,701.80	\$ -
Parish and/or County Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Sales Tax	\$ 60,000.00	\$ 65,400.00	\$ 70,632.00	\$ 75,576.00	\$ 80,110.00	\$ 83,314.00	\$ 86,646.00	\$ 90,112.00	\$ 93,716.00	\$ 97,464.00	\$ 802,970.00
Total Sales Tax	\$ 244,500.00	\$ 266,505.00	\$ 287,825.40	\$ 307,972.20	\$ 326,448.25	\$ 339,504.55	\$ 353,082.45	\$ 367,206.40	\$ 381,892.70	\$ 397,165.80	\$ 3,272,102.75
Property Taxes	\$ 17,029.86	\$ 17,029.86	\$ 17,029.86	\$ 17,029.86	\$ 17,029.86	\$ 17,029.86	\$ 17,029.86	\$ 17,029.86	\$ 17,029.86	\$ 17,029.86	\$ 170,298.60
Total Tax Impact	\$ 261,529.86	\$ 283,534.86	\$ 304,855.26	\$ 325,002.06	\$ 343,478.11	\$ 356,534.41	\$ 370,112.31	\$ 384,236.26	\$ 398,922.56	\$ 414,195.66	\$ 3,442,401.35
Total Local Tax Impact	\$ 77,029.86	\$ 82,429.86	\$ 87,661.86	\$ 92,605.86	\$ 97,139.86	\$ 100,343.86	\$ 103,675.86	\$ 107,141.86	\$ 110,745.86	\$ 114,493.86	\$ 973,268.60
Personnel Costs	\$ 307,000.00	\$ 324,900.00	\$ 343,800.00	\$ 360,200.00	\$ 380,300.00	\$ 397,500.00	\$ 415,300.00	\$ 440,100.00	\$ 459,100.00	\$ 478,900.00	\$ 3,907,100.00
Rent	\$ 261,142.00	\$ 261,142.00	\$ 261,142.00	\$ 261,142.00	\$ 261,142.00	\$ 261,142.00	\$ 261,142.00	\$ 261,142.00	\$ 261,142.00	\$ 261,142.00	\$ 2,611,420.00
Utilities	\$ 28,789.00	\$ 29,634.00	\$ 30,505.00	\$ 31,402.00	\$ 32,326.00	\$ 33,278.00	\$ 34,258.00	\$ 35,268.00	\$ 36,307.00	\$ 37,379.00	\$ 329,146.00
Total Local Community Financial Impa	\$ 673,960.86	\$ 698,105.86	\$ 723,108.86	\$ 745,349.86	\$ 770,907.86	\$ 792,263.86	\$ 814,375.86	\$ 843,651.86	\$ 867,294.86	\$ 891,914.86	\$ 7,820,934.60

Please note the information reflected is based on estimates, an approximation of monetary amounts. The information provided should only be used for purposes of tax revenue projections within the City Council and local governmental offices. The information should be kept confidential and privileged, please refrain from disclosing, copying, distributing, or using any information contained herein.

Segoville, TX

Investment Summary		
Total Building Imp.	\$	10,000
3rd Party Pre-Open		20,000
Emergency Management System		10,000
Alarm		47,100
Store in a Box		44,000
Baler		11,000
Floor Buffer		3,800
Forklift		25,000
Fixtures		156,000
Signage		20,000
EAS/CCTV		-
Total Capital	\$	346,900
Inventory		735,000
Total Investment	\$	765,850

Please note the amounts reflected are based on estimates. The information should be kept confidential. Please refrain from disclosing, copying, distributing, or using any information contained herein.

.....
*For our children
and grandchildren.*
.....

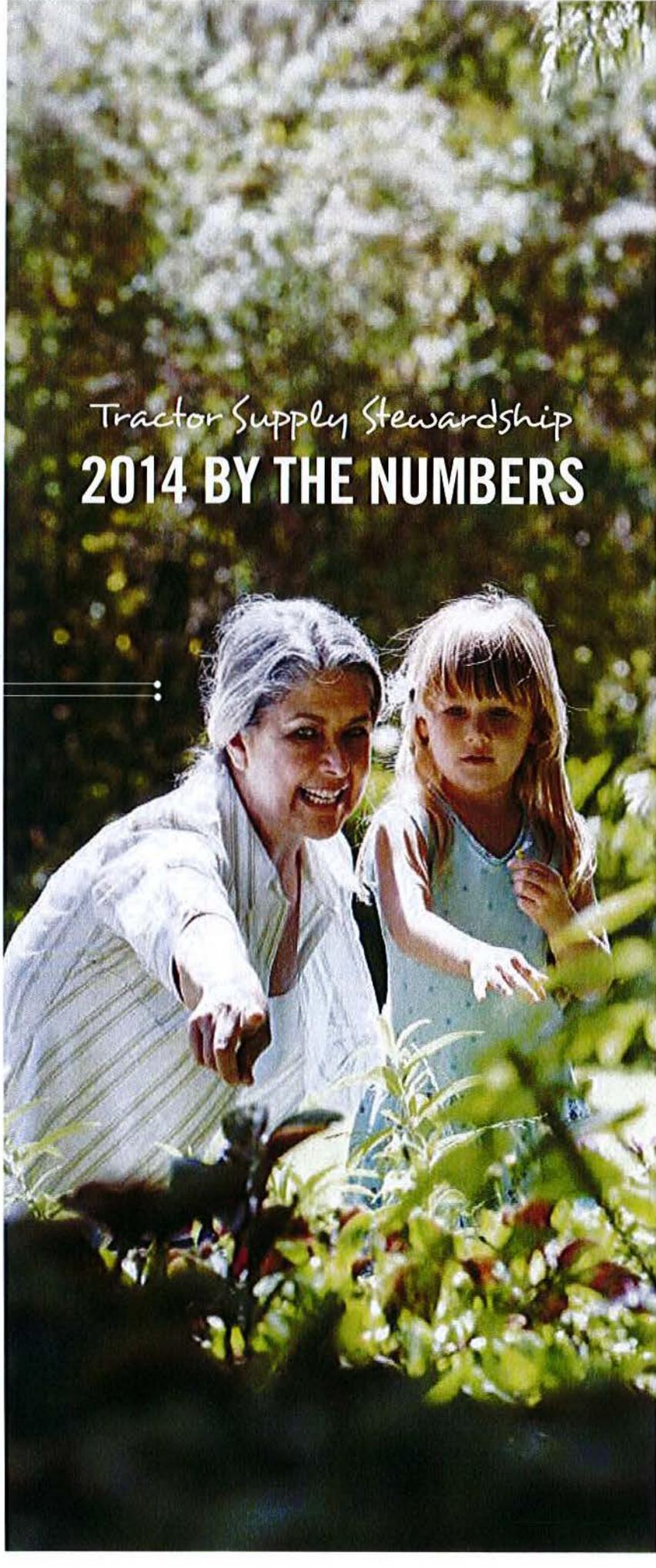


2014 ANNUAL REPORT

Tractor Supply Company's Stewardship Program benefits our customers, team members, shareholders and the communities we serve. This program helps us:

- *Conserve natural resources*
- *Reduce pollution*
- *Save money*
- *Connect with our customers*

As the largest rural lifestyle retail store chain in the United States, we understand the importance to our customers of living a sustainable lifestyle that preserves our natural resources for future generations. Our Stewardship Program was started by our team members as a way for us to become a more environmentally sustainable company. Today, we have team members throughout the company working to support our Stewardship Vision.



Tractor Supply Stewardship
2014 BY THE NUMBERS



17,150 TONS

OF PAPER AND CARDBOARD RECYCLED

This paper and cardboard, which was recycled by the company's stores, distribution centers, and store support center, saved the equivalent of:

120 MILLION GALLONS OF WATER

1.0 MILLION POUNDS OF AIR POLLUTION

70 MILLION KILOWATTS OF ELECTRICITY

51,450 CUBIC YARDS OF LANDFILL

291,550 TREES



98,858 GALLONS

OF USED OIL WERE COLLECTED FROM CUSTOMERS FOR RECYCLING



544,117

VEHICLE BATTERIES WERE COLLECTED FROM CUSTOMERS FOR RECYCLING



63 MILLION

KILOWATT HOURS SAVED DUE TO OUR ENERGY MANAGEMENT SYSTEM



7.0 MILLION

GALLONS OF FUEL SAVED DUE TO SUPPLY CHAIN EFFICIENCIES



2.8 MILLION

WOOD PALLETS RECYCLED



"Right-Sized" Bags

MAKING A BIG IMPACT FOR STEWARDSHIP

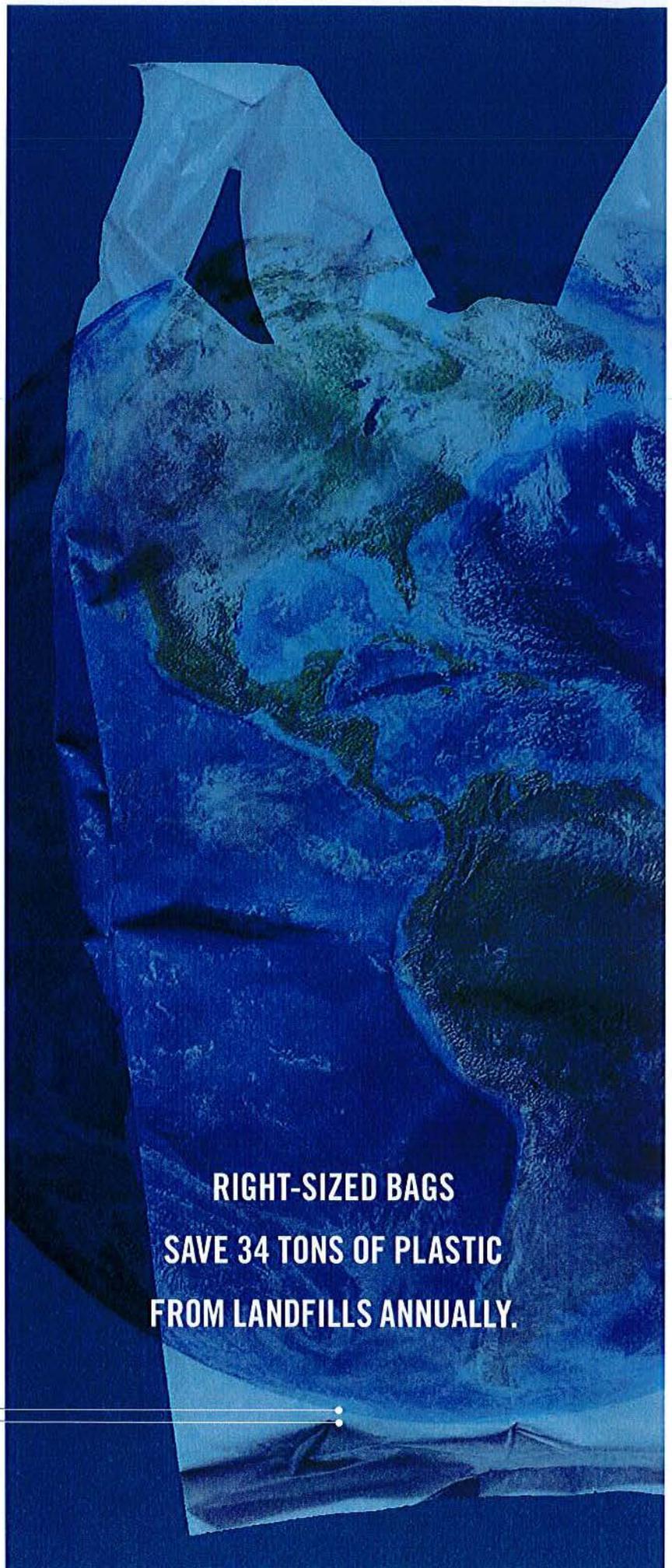
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Last year, the standard shopping bags at Tractor Supply stores underwent a transformation that reduced the amount of plastic in each bag. These new "right-sized" bags were the result of an initiative introduced by the company's store administration team.

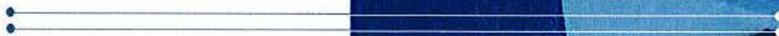
After a year-long process of testing and experimentation, Michael Diedrich, director of store communications, programs and services, and his team created the perfect bag for Tractor Supply. Eliminating a half inch of excessive material from the depth and two inches from the height of the bag allowed for a significant reduction in plastic use without compromising any carrying space. The customer has the same user experience without any sacrifice to space or quality.

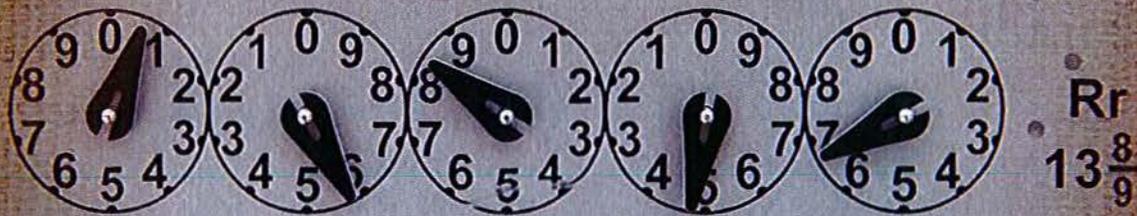
The store administration team's goal was to create a bag that would not only reduce waste, but would also be more economical for the company. As our Stewardship initiatives strive to do, the "right-sized" bags achieved both objectives. This small adjustment in the bags alone will save 34 tons of plastic from landfills annually. Combined with the company's reusable bag program, which offers customers the opportunity to purchase reusable bags with appealing designs at a very low cost, Tractor Supply Company and its customers are positively impacting the environment in a very meaningful way.

This program is the perfect example of small changes that have been implemented as part of our Stewardship Program that can make a big difference, both to our company and the environment.



**RIGHT-SIZED BAGS
SAVE 34 TONS OF PLASTIC
FROM LANDFILLS ANNUALLY.**





K I L O W A T T H O U R S

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Energy Management System

RETROFIT COMPLETED

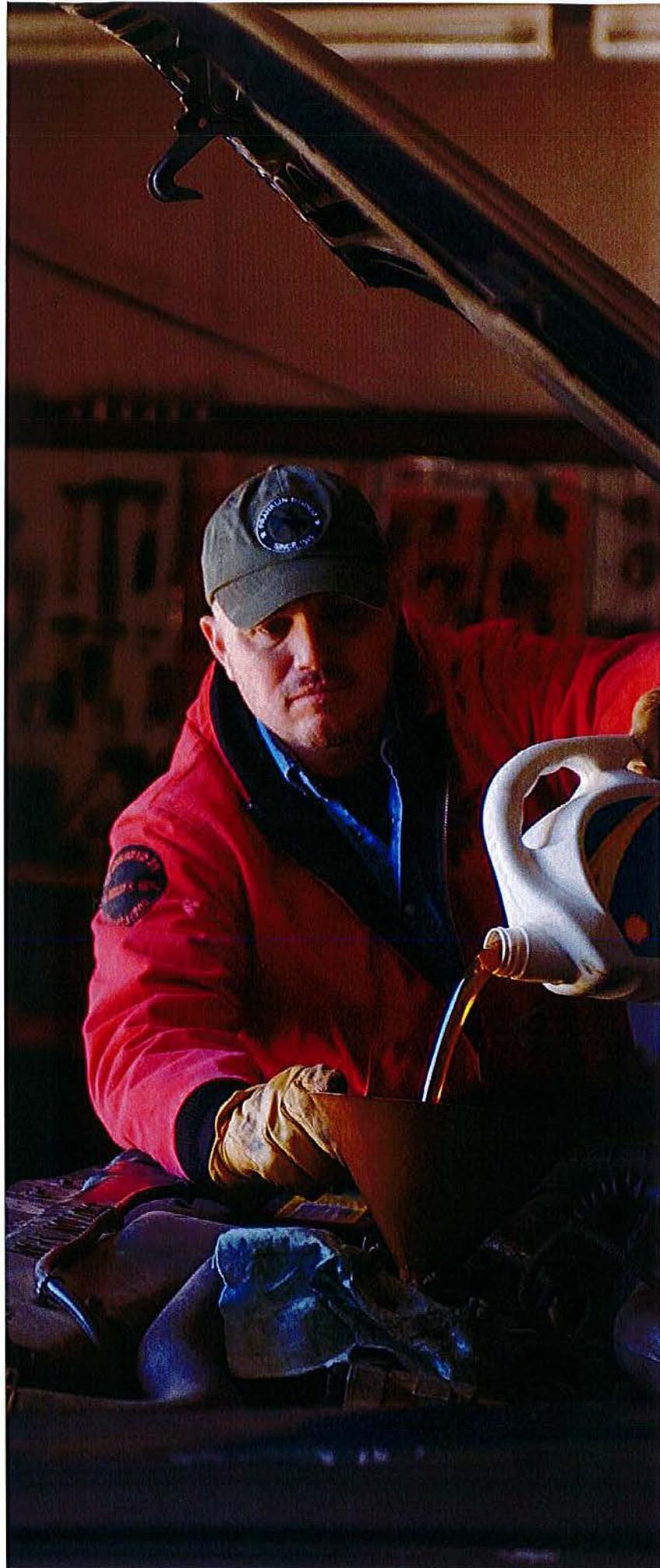
Tractor Supply has invested millions of dollars over the past several years in new technology to improve the energy efficiency of our stores. The installation of a state-of-the-art Energy Management System manufactured by Philips Teletrol has been the single largest component of this investment. Each year we have retrofitted a portion of our existing stores with EMS equipment. In 2014, we retrofitted an additional 560 stores with the system so that virtually all of our stores now have the equipment.

EMS has many benefits, but the primary benefit is a reduction in energy usage. The system allows us to conserve energy by centrally controlling lighting, heating and cooling. It also allows us to monitor, benchmark and conduct analysis of energy usage in our stores. EMS controls the time cycles for lights and controls heating and cooling set points. Benchmarking helps us establish performance thresholds, and variance analysis helps us determine why some stores are using more energy than others and whether modifications in store operations have yielded the expected results.

For James Masters, manager of energy solutions for the company, the system gives visibility into the company's energy needs, which in turn allows him to do a better job of planning, organizing and controlling budgets and costs. As a result of changes in electric utility production, such as a decrease in coal energy, his team foresees a rise in electricity prices. In order to mitigate those effects, Tractor Supply needs to conserve energy and be more efficient. EMS enables the company to do just that.

Every store with the ability to utilize EMS has now been retrofitted, and EMS is currently part of the standard construction package for each new Tractor Supply location. Along with the company's ongoing program of retrofitting stores with higher efficiency heating and air conditioning systems, EMS is having a positive impact on the company's energy expenses.

Tractor Supply Company's Energy Management System has been a major factor in reducing the company's energy consumption, which benefits the company's bottom line as well as the environment by conserving natural resources and reducing air pollution.



Stores Collect More Than

98,000 GALLONS OF RECYCLABLE OIL

Tractor Supply has partnered with Safety-Kleen on a closed-loop used oil recycling program for almost 16 years. In 2014 alone, more than 98,000 gallons of used oil were collected from customers at Tractor Supply stores and recycled through Safety-Kleen. Most Tractor Supply stores participate in the program and accept used oil from our customers.

The oil recycling program has many benefits. It ensures that used oil doesn't damage the environment, keeping oil out of local ecosystems and drinking water. It also lessens our dependence on foreign oil.

Proper disposal of oil is critically important because a single gallon of oil can contaminate one million gallons of drinking water. One pint of oil can produce an oil slick the size of a football field. Yet, it is estimated that more than two hundred million gallons of used oil are improperly disposed of each year.

Motor oil is usually made up of 85 percent base oil and 15 percent of additives. The base oil doesn't wear out; the additives do. Think of it like this: the oil doesn't go bad, it just gets dirty. Because of that, old oil is perfect for recycling and refining.

Here are some quick facts about oil recycling at Tractor Supply:

- The recycling program in 2014 prevented 769 metric tons of greenhouse gas emissions.
- The emissions prevented by the program are equivalent to emissions from:
 - 65,454 gallons of gasoline consumed
 - 1,778 barrels of oil consumed; or
 - 31,390 propane cylinders used for home BBQs



Making Transportation **MORE EFFICIENT**

Improving transportation efficiency at Tractor Supply Company is vital to our success, particularly as we continue to increase our store count and continually add new products to our merchandise assortments. Being more efficient is important not only from a financial standpoint but also from an environmental one. In 2008, an examination of the efficiency in the way we transport goods from suppliers to our distribution centers and stores revealed much room for improvement, and the resulting overhaul has led to some impressive results.

Prior to 2008, Tractor Supply used a dedicated fleet transportation model, meaning that all of our trucks made roundtrips. In most cases, our trucks were loaded with merchandise in only one direction, often returning to the point of origin empty or nearly empty.

A cross functional team representing store operations, supply chain and accounting conducted an evaluation of the company's transportation process and quickly saw that the number of miles and the quantity of fuel used for empty trucks was a waste. Occasionally, a truck would return to a distribution center with pallets, totes or returned merchandise, but it was never enough to cover the cost of an otherwise empty truck returning to the distribution center.

As a first step, the team evaluated how store operations would be affected if return trips were eliminated. Ultimately, much of the returned merchandise had no value to a vendor because it no longer had a warranty or could not be sold again, so eliminating the transport of the merchandise from the stores to the distribution centers did not create a significant issue. By eliminating those returns, all round trip movement ceased except in instances where pallets and totes had to be returned to the distribution centers.

The next step in this evolutionary process was to examine what could be done with the plastic totes and wood pallets. The

"Not only have we significantly reduced miles and fuel consumption, but we've also reduced air pollution and eliminated a lot of material from landfills."

Bob Endemann, Vice President of Transportation.

wood pallets could be recycled, but the plastic totes could not. However, if cardboard totes replaced the plastic totes, they could be recycled along with the cardboard boxes that were already being recycled in the stores. As a result, plastic totes have been completely eliminated from the transport process and both the wood pallets and cardboard totes are being recycled.

By making these changes over time, the team has been able to put an end to roundtrips, ultimately eliminating millions of unnecessary miles and saving large amounts of fuel.

"It has been a great effort," said Bob Endemann, vice president of transportation. "Not only have we significantly reduced miles and fuel consumption, but we've also reduced air pollution and eliminated a lot of material from landfills. It's a huge win for both our carbon footprint and the overall cost for the company."

Once the elimination of return trips was complete, the team began to look at other changes that could make the transportation process more efficient and reduce fuel consumption. These changes have included the increased use of intermodal, or rail, transportation, which has taken trucks off the road. Rail is better for the environment primarily because it is much more fuel efficient than trucks. The company is also better utilizing shipping containers for overseas products, going from a standard container to using a "high cube," which increases capacity by about 20 percent. For every five of the larger containers used, we can eliminate a full standard container, ultimately reducing the number of containers used on an annual basis by about 2,000, which improves efficiency and saves money. By moving more merchandise in fewer containers, we are reducing our carbon footprint and reducing road congestion.

Other advancements the team has made include better utilization of truck space to more efficiently load product, and sourcing products from vendors that are located closer to our distribution centers and stores. Endemann believes the next major step will be exploring ways to use cleaner fuel, but much of that depends on technology and industry advancement. Tractor Supply has participated in a trial of hydrogen-powered trucks and remains interested in cleaner fuel technologies.

The work of this team has had a huge positive impact on both Tractor Supply and on the environment and is a great demonstration of Tractor Supply Company's Stewardship Program in action. It serves as motivation to continue to find ways, both big and small, to eliminate waste, improve efficiency and reduce our impact on the environment.

IMPROVING TRANSPORTATION EFFICIENCY

- Elimination of dedicated fleet (roundtrips)
- Better utilization of containers and trucks
- Increased use of rail
- Sourcing closer to vendors, distribution centers and stores

.....

Tractor Supply

BECOMES A SMARTWAY TRANSPORT PARTNER

.....



At Tractor Supply Company, we recognize our responsibility to do our part to limit our carbon footprint. As we continue to grow as a company and our supply chain becomes more extensive, efforts to reduce our impact on the environment become even more important. As a result, we regularly search for ways to maximize our efficiency and minimize our impact.

The SmartWay Transport program is one way to help us achieve these goals. Smart Way Transport is a public-private initiative between the U.S. Environmental Protection Agency, large and small trucking companies, rail carriers, logistics companies, commercial manufacturers, retailers, and other federal and state agencies. Its purpose is to improve fuel efficiency and the environmental performance (reduction of both greenhouse gas emissions and air pollution) of supply chains.

Tractor Supply works with transportation providers who are SmartWay Transport Partners and we made the commitment to become a partner as well in 2014. After an extensive application process, Tractor Supply was approved as a SmartWay Transport partner.

As part of the partnership, we are committed to benchmarking operations, tracking fuel consumption and improving performance annually. By being a SmartWay Transport partner, Tractor Supply is demonstrating to our customers and vendors that we are taking responsibility for the emissions associated with goods movement and that we are committed to sustainable business practices.

MISSION

To work hard, have fun and make money by providing legendary service and great products at everyday low prices.

Our Business:

We are committed to be the most dependable supplier of basic maintenance products to farm, ranch and rural customers.

Our People:

We value honesty, integrity, mutual respect and teamwork above all else. We are an open company where everyone has the information and tools to grow and excel. We courage risk taking, celebrate initiative and reward success.

Our Stakeholders:

We are a growth company. We consistently grow sales and profits by continuous improvement throughout the company.

VALUES

Ethics

Do the "right thing" and always encourage others to do the right, honest and ethical things.

Respect

Treat others with the same personal and professional consideration we expect for ourselves.

Balance

Manage your time for both business and personal success.

Winning Attitude

Have a "can-do" attitude. Be positive, upbeat, and focused. We are winners!

Communication

Share information, ask questions, listen effectively, speak thoughtfully, and let ideas live.

Development

Learn from each other. Teach, coach, and listen. Create an environment where everyone can be a "star."

Teamwork

Value different viewpoints. Execute the agreed-upon plans. Together, everyone achieves more!

Change

Accept it. Embrace it. Initiate it. Do everything better, faster, and cheaper.

Initiative

Seek opportunities. Use good judgment. Take intelligent risks. Champion ideas.

Accountability

Know your responsibilities. Live up to your commitments.



OUR STEWARDSHIP VISION

Tractor Supply believes a healthy environment, properly managed resources and vibrant communities are keys to a secure and prosperous future.

The Lifestyle

We are dedicated to ensuring that the ability to live out here on one's own terms is available to future generations.

The Environment

We continuously work to improve our environmental impact by reducing resource consumption and waste, increasing efficiency and providing alternatives to customers and team members wherever appropriate.

The Business

We view sustainability to be a process of continuous improvement, offering opportunities to complement our business values.



5401 Virginia Way
Brentwood, TN 37027
www.TractorSupply.com

Agenda Item 14

Discuss and consider directing staff on adding "In God We Trust" on all police and fire vehicles.

BACKGROUND OF ISSUE:

This item has been placed on the agenda at the request of Councilmember Howard.

FINANCIAL IMPACT:

Attorney General Approves “In God We Trust” on Police Cars

The Texas attorney general recently released Opinion No. KP-0042, which concludes that a “court is likely to conclude that a law enforcement department’s display of the national motto, “In God We Trust,” on its patrol vehicles is permissible under the Establishment Clause of the United States Constitution.”

According to the attorney general, Congress adopted “In God We Trust” as the national motto of the United States in 1956. In addition, Congress has required use of the motto on coins and printed currency of the United States. “Against constitutional challenges to these statutes, courts across the country have consistently held that the statutes do not violate the Establishment Clause of the First Amendment.”

In providing his opinion, the attorney general concluded that courts upholding the motto have emphasized that “[i]ts use is of a patriotic or ceremonial character.”

'In God We Trust' decals come to Big Country

BY: Titus Falodun

POSTED: 9:45 PM, Nov 11, 2015

UPDATED: 9:54 PM, Nov 11, 2015

TAG: big country (/topic/big+country)

ABIILENE, Texas - "In God We Trust" now is appearing on city and law enforcement vehicles in the Big Country.

Joining Rising Star, the Cisco City Council recently voted unanimously to have "In God We Trust" decals placed on all city vehicles, including those of the police, fire and public works departments.

"In God We Trust" has been the national motto since 1956, when it was signed into law by President Dwight D. Eisenhower. It previously was a motto on currency, dating to 1864.

Debate was raised earlier this year when police in Childress placed decals on vehicles. Childress' police chief, Adrian Garcia, said his inspiration to allow the decals had been national violence against police.

According to officials from both cities, there has been no negative response since the decals were affixed to vehicles.

"I don't know if it's created any conflict in our city," said Darwin Archer, city administrator in Rising Star.

According to data collected from a survey by the Pew Research Center, 93 percent of Texans believe in God, and 77 percent profess to be a Christian.

David Anderson, a law professor at the University of Texas at Austin, said such decals placed on police vehicles distort the line when it comes to separation of church and state.

“I say it’s unconstitutional because it’s being done to express a belief in religion,” Anderson said. “It’s being done by police departments who want to make a statement that we are religious. And the Establishment Clause (First Amendment) is supposed to prevent things like that.”

But Texas Attorney General Ken Paxton issued a legal opinion Nov. 4 that states: “ ... displaying ‘In God We Trust’ on police vehicles is a passive use of a motto steeped in our nation’s history that does not coerce Citizen approval or participation.”

Despite his disapproval, Anderson said he does not foresee the decals causing a lot of problems.

“I don’t think it has much impact,” he said. “We’re so accustomed to putting up with things that we disagree with — I think it’s far less offensive than prayers in public meetings because you’re forced to sit there and listen to it.”

The city of Eastland limits “In God We Trust” decals to law enforcement vehicles. Police Chief Billy Myrick said his department is not trying to create tension in the community.

“It’s not a challenge to anyone,” he said. “And if we had an employee that worked here that had a different set of beliefs and values, and they wanted to put something on the car that they drove, then they could certainly come forward and turn in a request for that, say what it was and get their justification, and it would all be taken into consideration just the same as this one was done.”

Myrick said his department has not received negative comment about the decals, which were placed on police vehicles late last month.

“If I had some kickback from anybody about it, I would be more than glad to sit and

discuss that with them,” he said.

Although Cisco, Eastland and Rising Star have joined the “In God We Trust” wave, do not hold your breath on the city of Abilene doing so.

Mike Perry, assistant chief of the Abilene Police Department, said via email, “APD is not considering adding this logo.”

Twitter: ARN_Titus

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Agenda Item 15

Discuss and consider directing staff on the Planning & Zoning Commission carport recommendations.

BACKGROUND OF ISSUE:

On or about June 15, 2015, the City Council directed staff to proceed with the process for considering amendments to carports. The Planning & Zoning has met several times on this item.

On November 10, 2015, the Planning & Zoning Commission approved the following recommendations to be submitted to the City Council:

- The setback shall be reduced to fifteen (15) feet to allow for a carport only;
- Carport shall only cover the driveway;
- Carport shall comply with design of house;
- All sides of carport must be open;
- Materials to be used shall be masonry or metal;
- Columns should be set in concrete; and
- Roof design shall be gable or flat.

A copy of the Planning & Zoning minutes are attached and highlighted along with current code regulations for your convenience.

FINANICIAL IMPACT:



MINUTES
FOR THE
SEAGOVILLE PLANNING AND ZONING COMMISSION

**Meeting scheduled to begin at 6:30 p.m.,
Tuesday, November 10, 2015**
in the Council Chambers of City Hall,
located at 702 N. Highway 175 – Seagoville, Texas

- I. Chairperson Perez declared a quorum present and called the meeting to order at 6:30 p.m.

Commissioners present: Chairperson Alexandria Perez
Vice-Chairperson James Sudduth
Commissioner Errik Watson
Commissioner Dee Thompson
Commissioner Catherine Braggs
Commissioner Carl Polnac

Commissioners absent: Commissioner Garry Adams

City Staff present: Building Official Ladis Barr
Planning Technician/P&Z Commission Liaison Cindy Kintz

- II. Chairperson Perez gave the invocation and the commissioners led in the reciting of the Pledge of Allegiance.
- III. Vice-Chairperson Sudduth made a motion, seconded by Commissioner Polnac, to approve the minutes for the meeting held on October 27, 2015. A vote was cast 6 in favor, and 0 against.
- IV. The Commission did not have any public hearings on the agenda to conduct.
- V. After a lengthy discussion, Commissioner Watson made a motion, seconded by Commissioner Braggs, to make the following recommendation concerning carports to the City Council:
- (1) The setback shall be reduced to (15ft) to allow for a carport only;
 - (2) Carport shall only cover the driveway;
 - (3) Carport shall comply with design of house;

- (4) All sides of carport must be open;
- (5) Materials to be used shall be [masonry] materials or metal;
- (6) Columns should be set in concrete; and
- (7) Roof design shall be gable or flat.

A vote was cast 5 in favor, and 1 against.

VI. The meeting was adjourned at 7:48 p.m.

ALEXANDRIA PEREZ
CHAIRPERSON

ATTEST:

CINDY KINTZ, PLANNING TECHNICIAN AND
PLANNING AND ZONING COMMISSION LIAISON

**CURRENT CODE OF ORDINANCES
REGULATIONS FOR RESIDENTIAL
CARPORTS**

Sec. 25.02.652 Front yard

The front yards heretofore required shall be adjusted in the following cases:

- (1) Where 35 percent or more of the frontage on one side of a street between two intersecting streets is developed with buildings that have observed, with variation of five feet or less, a front yard greater or lesser in depth than herein required, new buildings shall not be erected closer to the street than the building line so established by the existing buildings. However, this regulation shall not be interpreted as requiring a building line of more than 50 feet.
- (2) Where the frontage between two intersecting streets is developed with buildings that have not observed a front yard as described in (1) above, then:
 - (A) Where a building is to be erected on a parcel of land and will not be more than 200 feet from existing buildings on either side, the building line shall be a line drawn between the two closest front corners of the adjacent buildings on the two sides.
 - (B) Where a building is to be erected on a parcel of land that is within 200 feet of an existing building on one side only such building may be erected as close to the street as the existing adjacent building. However, this regulation shall not be interpreted as requiring a building line of more than 50 feet.
- (3) Where a building line has been established by ordinance and such line requires a greater setback than is prescribed by this article in the district in which the building line is located, no building shall be erected closer to the street than the line so established.
- (4) Where a building line is shown on a plat recorded with the County Clerk prior to the passage of the ordinance codified in this article, and such building line provides a front yard of 25 feet or more in depth and a side yard of ten feet or more in depth and is part of a comprehensive plan for the orderly development of a subdivision, either with uniform or staggered building line, no building shall be erected closer to the street than the building line or lines so shown. However, any building line established by ordinance shall take precedence over a building line shown on a recorded plat.
- (5) Open and unenclosed terraces or porches and eave roof extensions may project into the required front yard for a distance not to exceed four feet; provided, however, that no supporting structure for such extensions may be located within the required front yard. The supporting structure of an open carport or other structure for the storage of automobiles shall not be located within the required front yard. An unenclosed canopy for a gasoline filling station or similar business may extend beyond the building line but shall never be closer to the property line than 12 feet. The building line of a gasoline filling station shall mean the actual wall of the filling station and shall not be interpreted as being the curb of a walk or driveway, or as the front of a canopy or the column supporting same.

ARTICLE 25.01 GENERAL PROVISIONS*

Division 4. R-1 Single-Family Dwelling District Regulations

Division 4. R-1 Single-Family Dwelling District Regulations

Sec. 25.02.061 Use restrictions

In an R-1 Single-Family Dwelling District, no land shall be used and no building shall be erected for or converted to any use other than:

- (1) A single-family residence.
- (2) A church or school, public or denominational, having a curriculum equivalent to a public elementary or high school.
- (3) Public park, playgrounds or neighborhood recreation centers owned and operated by the city.
- (4) Telephone exchange, provided no public business and no repair or storage facilities are maintained, fire stations, public museums, public libraries, water supply reservoir, water pumping plant, tower or artesian well.
- (5) Railway right-of-way and tracks, passenger station but not including railroad yards, team tracks or storage yards.
- (6) Golf course, but not including miniature golf course, driving range or any forms of commercial amusement.
- (7) Farm, truck garden, normal household pets, orchard or nursery and greenhouse for the growing of plants, shrubs and trees, provided no retail or wholesale business is maintained on the premises.
- (8) Accessory buildings, including a private garage, bona fide servants' quarter, not for rent but for the use of servants employed on the premises, when located not less than 60 feet from the front lot line, nor less than five feet from any other street line, nor less than five feet from either side line, provided said accessory building shall not occupy more than 50 percent of the minimum required rear yard in the case of a one-story building or 40 percent in the case of a two-story building. When the accessory building is directly attached to the main building it shall be considered an integral part of the main building. When the accessory building is attached to the main building by a breezeway, the breezeway is considered a part of the accessory building.
- (9) Temporary buildings to be used for construction purposes only, and which shall be removed upon completion or abandonment of construction work. Field offices for the sale of real estate which shall be removed upon request of the building inspector.

- (10) Day nursery where not more than four children, not related by blood, are kept at one time.

Division 4. R-1 Single-Family Dwelling District Regulations

Sec. 25.02.062 Height regulations

No building shall exceed 2-1/2 stories in height.

Division 4. R-1 Single-Family Dwelling District Regulations

Sec. 25.02.063 Area regulations

(a) Front yard.

(1) There shall be a front yard having a minimum depth of not less than 30 feet, except [as] hereinafter provided in the division on variances and exceptions [division 27].

(2) Where lots have double frontage, running through from one street to another, the required front yard shall be provided on both streets.

(b) Side yards. There shall be a side yard on each side of the lot having a width of not less than ten feet, and when adjacent lots are platted to have or have structures fronting on two sides, there shall be a side yard of 30 feet to maintain the front setback of such adjacent structures.

(c) Rear yard. There shall be a rear yard having a depth of not less than 20 percent of the depth of the lot, but the required rear yard shall not be greater than 30 feet.

(d) Area of the lot. The minimum area of the lot shall be 9,600 square feet; however, a lot having an area of less than 9,600 square feet that was of record prior to passage of this section may be used for any purpose permitted in this article.

(e) Width of the lot. The minimum width of the lot shall be 80 feet.

(f) The above area regulations apply to the R-1 Single-Family Dwelling District and do not apply to lots which may be of 9,600 square feet or larger in other districts.

(g) Minimum depth of lot. The minimum depth of the lot shall be 120 feet.

(h) Parking regulations. Off-street parking space[s] shall be provided on the lot to accommodate two motor cars for each dwelling unit; however, no supporting member of any garage, carport or other automobile storage structure shall be located within the required front yard. Places of public assembly shall provide off-street parking at the ratio of one space for each five seats.

(i) Area of dwelling. The minimum living area of the dwelling shall be 2,000 square feet.

(j) Exterior wall materials required. All exterior side walls and 80 percent of the front and rear exterior walls below the first floor plate line, excluding doors and windows, shall be constructed of masonry materials as described in division 32, Regulations Applicable to all Districts, section 25.02.712, and in accordance with the city building code, as amended, and fire code, as amended.

(k) Coverage. Main and accessory buildings shall not cover more than 40 percent of the lot area.

(l) Garage. Each dwelling unit must provide a two-car garage with a minimum of 400 square feet. Except, however, the city council may grant a special use permit in accordance with division 26 of this article to alter an existing premises occupied or to be occupied by a handicapped person, as defined by Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), 42 USCA § 3601 et seq., as amended, if such modification is necessary to afford such person full enjoyment of said premises.

(Ordinance 483, sec. 1, adopted 2/20/79; Ordinance 16-98, sec. 1, adopted 11/19/98; Ordinance 4-2000, sec. 1, adopted 3/16/00; Ordinance 11-02, sec. 2, adopted 7/18/02; Ordinance 10-04, sec. 1, adopted 6/17/04; Ordinance 05-06, sec. 1, adopted 5/4/06)

Division 4. R-1 Single-Family Dwelling District Regulations

Sec. 25.02.064–25.02.080 Reserved

ARTICLE 25.01 GENERAL PROVISIONS*

Division 5. R-2 Single-Family Dwelling District Regulations

Division 5. R-2 Single-Family Dwelling District Regulations

Sec. 25.02.081 Use regulations

In an R-2 Dwelling District, no land shall be used and no building shall be erected for or converted to any use other than uses permitted in an R-1 Use District.

Division 5. R-2 Single-Family Dwelling District Regulations

Sec. 25.02.082 Height regulations

No building shall exceed 2-1/2 stories in height.

Division 5. R-2 Single-Family Dwelling District Regulations

Sec. 25.02.083 Area regulations

(a) Front yard.

(1) There shall be a front yard having a minimum depth of 30 feet, except as hereinafter provided in the division on variances and exceptions [division 27].

(2) Where lots have a double frontage, running through from one street to another, the required front yard shall be provided on both streets.

(b) Side yards. There shall be a side yard on each side of the lot having a width of not less than ten feet from the building lines.

(c) Rear yard. There shall be a rear yard having a depth of not less than 20 percent of the depth of the lot, but the required rear yard shall not be greater than 24 feet.

(d) Area of the lot. The minimum area of the lot shall be 9,000 square feet; however, a lot having an area of less than 9,000 square feet, that was of record prior to the passage of this section, may be used for any use permitted in this article.

(e) Width of lot. The minimum width of the lot shall be 75 feet.

(f) The above area regulations apply to the R-2 Single-Family Dwelling District and do not apply to lots which may be 9,000 square feet or larger in other districts.

- (g) Minimum depth of lot. The minimum depth of the lot shall be 120 feet.
- (h) Parking regulations. Off-street parking space[s] shall be provided on the lot to accommodate two motor cars for each dwelling unit; however, no supporting member of any garage, carport or other automobile storage structure shall be located within the required front yard. Places of public assembly shall provide off-street parking at the ratio of one space for each five seats.
- (i) Area of dwelling. The minimum living area of the dwelling shall be 1,800 square feet.
- (j) Exterior wall materials required. All exterior side walls and 80 percent of the front and rear exterior walls below the first floor plate line, excluding doors and windows, shall be constructed of masonry materials as described in [division 32](#), Regulations Applicable to all Districts, [section 25.02.712](#), and in accordance with the city building code, as amended, and fire code, as amended.
- (k) Coverage. Main and accessory buildings shall not cover more than 40 percent of the lot area.
- (l) Garage. Each dwelling unit must provide a two-car garage with a minimum of 400 square feet. Except, however, the city council may grant a special use permit in accordance with [division 26](#) of this article to alter an existing premises occupied or to be occupied by a handicapped person, as defined by Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), 42 USCA § 3601 et seq., as amended, if such modification is necessary to afford such person full enjoyment of said premises.

(Ordinance 483, sec. 1, adopted 2/20/79; Ordinance 16-98, sec. 1, adopted 11/19/98; Ordinance 4-2000, sec. 1, adopted 3/16/00; Ordinance 11-02, sec. 2, adopted 7/18/02; Ordinance 10-04, sec. 1, adopted 6/17/04; Ordinance 05-06, sec. 1, adopted 5/4/06)

Division 5. R-2 Single-Family Dwelling District Regulations

Sec. 25.02.084–25.02.100 Reserved

ARTICLE 25.01 GENERAL PROVISIONS*

Division 6. R-3 Single-Family Dwelling District Regulations

Division 6. R-3 Single-Family Dwelling District Regulations

Sec. 25.02.101 Use regulations

In an R-3 Dwelling District, no land shall be used and no building shall be erected for or converted to any use other than uses permitted in an R-1 Use District.

Division 6. R-3 Single-Family Dwelling District Regulations

Sec. 25.02.102 Height regulations

No building shall exceed 2-1/2 stories in height.

Division 6. R-3 Single-Family Dwelling District Regulations

Sec. 25.02.103 Area regulations.

(a) Front yard.

(1) There shall be a front yard having a minimum depth of 30 feet, except as hereinafter provided in the division on variances and exceptions [division 27].

(2) Where lots have a double frontage, running through from one street to another, the required front yard shall be provided on both streets.

(b) Side yards. There shall be a side yard on each side of the lot having a width of not less than ten feet or ten percent of the average width of the lot, whichever is smaller, but the side yard shall not be less than eight feet; except that the side yard of a corner lot adjacent to a side street shall not be less than ten feet, and when adjacent lots are platted to have or have structures fronting on two sides, there shall be a side yard of 30 feet to maintain the front setback of such adjacent structures.

(c) Rear yard. There shall be a rear yard having a depth of not less than 20 percent of the depth of the lot, but the required rear yard shall not be greater than 24 feet.

(d) Area of the lot. The minimum area of the lot shall be 8,400 square feet; however, a lot having an area of less than 8,400 square feet, that was of record prior to passage of the ordinance codified in this article, may be used for any use permitted in this article.

(e) Width of the lot. The minimum width of the lot shall be 70 feet.

- (f) The above area regulations apply to the R-3 Single-Family Dwelling District and do not apply to lots which may be 8,400 square feet or larger in other districts.
- (g) Minimum depth of the lot. The minimum depth of the lot shall be 120 feet.
- (h) Parking regulations. Off-street parking space[s] shall be provided on the lot to accommodate two motor cars for each dwelling unit; however, no supporting member of any garage, carport or other automobile storage structure shall be located in the required front yard. Places of public assembly shall provide off-street parking at the ratio of one space for each five seats.
- (i) Area of dwelling. The minimum living area of the dwelling shall be 1,600 square feet.
- (j) Exterior wall materials required. All exterior side walls and 80 percent of the front and rear exterior walls below the first floor plate line, excluding doors and windows, shall be constructed of masonry materials as described in division 32, Regulations Applicable to all Districts, section 25.02.712, and in accordance with the city building code, as amended, and fire code, as amended.
- (k) Coverage. Main and accessory buildings shall not cover more than 40 percent of the lot area.
- (l) Garage. Each dwelling unit must provide a two-car garage with a minimum of 400 square feet. Except, however, the city council may grant a special use permit in accordance with division 26 of this article to alter an existing premises occupied or to be occupied by a handicapped person, as defined by Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), 42 USCA § 3601 et seq., as amended, if such modification is necessary to afford such person full enjoyment of said premises.

(Ordinance 483, sec. 1, adopted 2/20/79; Ordinance 16-98, sec. 1, adopted 11/19/98; Ordinance 4-2000, sec. 1, adopted 3/16/00; Ordinance 11-02, sec. 2, adopted 7/18/02; Ordinance 10-04, sec. 1, adopted 6/17/04; Ordinance 05-06, sec. 1, adopted 5/4/06)

Division 6. R-3 Single-Family Dwelling District Regulations

Secs. 25.02.104–25.02.120 Reserved

ARTICLE 25.01 GENERAL PROVISIONS*

Division 7. R-4 Single-Family Dwelling District Regulations

Division 7. R-4 Single-Family Dwelling District Regulations

Sec. 25.02.121 Use regulations

In an R-4 Dwelling District, no land shall be used and no building shall be erected for or converted to any use other than uses permitted in an R-1 Use District.

Division 7. R-4 Single-Family Dwelling District Regulations

Sec. 25.02.122 Height regulations

No building shall exceed 2-1/2 stories in height.

Division 7. R-4 Single-Family Dwelling District Regulations

Sec. 25.02.123 Area regulations

(a) Front yard.

(1) There shall be a front yard having a minimum depth of 30 feet, except as hereinafter provided in the division on variances and exceptions [division 27].

(2) Where lots have a double frontage, running through from one street to another, the required front yard shall be provided on both streets.

(b) Side yards. There shall be a side yard on each side of the lot having a width of not less than ten feet or ten percent of the average width of the lot, whichever is smaller but the side yard shall not be less than six feet; except that the side yard of a corner lot adjacent to a side street shall not be less than ten feet, and when adjacent lots are platted to have or have structures fronting on two sides, there shall be a side yard of 30 feet to maintain the front setback of such adjacent structures.

(c) Rear yard. There shall be a rear yard having a depth of not less than 20 percent of the lot, but the required rear yard shall not be greater than 24 feet.

(d) Area of the lot. The minimum area of the lot shall be 7,800 square feet; however, a lot having an area of less than 7,800 square feet, that was of record prior to passage of the ordinance codified in this article, may be used for any use permitted in this article.

(e) Width of the lot. The minimum width of the lot shall be 65 feet.

(f) The above area regulations apply to the R-4 Single-Family Dwelling District and do not apply to lots which may be 7,800 square feet, or larger in other districts.

(g) Minimum depth of the lot. The minimum depth of the lot shall be 120 feet.

(h) Parking regulations. Off-street parking space[s] shall be provided on the lot to accommodate two motor cars for each dwelling unit; however, no supporting member of any garage, carport or other automobile storage structure shall be located in the required front yard. Places of public assembly shall provide off-street parking at the ratio of one space for each five seats.

(i) Area of dwelling. The minimum living area of the dwelling shall be 1,500 square feet.

(j) Exterior wall materials required. All exterior side walls and 80 percent of the front and rear exterior walls below the first floor plate line, excluding doors and windows, shall be constructed of masonry materials as described in [division 32](#), Regulations Applicable to all Districts, [section 25.02.712](#), and in accordance with the city building code, as amended, and fire code, as amended.

(k) Coverage. Main and accessory buildings shall not cover more than 40 percent of the lot area.

(l) Garage. Each dwelling unit must provide a two-car garage with a minimum of 400 square feet. Except, however, the city council may grant a special use permit in accordance with [division 26](#) of this article to alter an existing premises occupied or to be occupied by a handicapped person, as defined by Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), 42 USCA § 3601 et seq., as amended, if such modification is necessary to afford such person full enjoyment of said premises.

(Ordinance 483, sec. 1, adopted 2/20/79; Ordinance 544, sec. 1, adopted 9/16/82; Ordinance 16-98, sec. 1, adopted 11/19/98; Ordinance 4-2000, sec. 1, adopted 3/16/00; Ordinance 11-02, sec. 2, adopted 7/18/02; Ordinance 06-03, sec. 1, adopted 2/6/03; Ordinance 10-04, sec. 1, adopted 6/17/04; Ordinance 05-06, sec. 1, adopted 5/4/06)

Division 7. R-4 Single-Family Dwelling District Regulations

Secs. 25.02.124–25.02.150 Reserved

ARTICLE 25.01 GENERAL PROVISIONS*

Division 8. R-5 Single-Family Dwelling District Regulations

Division 8. R-5 Single-Family Dwelling District Regulations

Sec. 25.02.151 Use regulations

In an R-5 Dwelling District, no land shall be used and no building shall be erected for or converted to any use other than uses permitted in an R-1 Use District.

Division 8. R-5 Single-Family Dwelling District Regulations

Sec. 25.02.152 Height regulations

No building shall exceed 2-1/2 stories in height.

Division 8. R-5 Single-Family Dwelling District Regulations

Sec. 25.02.153 Area regulations

(a) Front yard.

(1) There shall be a front yard having a minimum depth of thirty feet, except as hereinafter provided in the division on variances and exceptions [division 27].

(2) Where lots have a double frontage, running through from one street to another, the required front yard shall be provided on both streets.

(b) Side yards. There shall be a side yard on each side of the lot having a width of not less than ten feet or ten percent of the average width of the lot, whichever is smaller, but the side yard shall not be less than six feet; except that the side yard of a corner lot adjacent to a side street shall not be less than ten feet, and when adjacent lots are platted to have or have structures fronting on two sides, there shall be a side yard of 30 feet to maintain the front setback of such adjacent structures.

(c) Rear yard. There shall be a rear yard having a depth of not less than 20 percent of the depth of the lot, but the required rear yard shall not be greater than 24 feet.

(d) Area of the lot. The minimum area of the lot shall be 7,200 square feet; however, a lot having an area of less than 7,200 square feet, that was of record prior to passage of the ordinance codified in this article, may be used for any use permitted in this article.

(e) Width of lot. The minimum width of the lot shall be 60 feet.

(f) The above area regulations apply to the R-5 Single-Family Dwelling District and do not apply to lots which may be 7,200 square feet or larger in other districts.

(g) Minimum depth of lot. The minimum depth of the lot shall be 120 feet.

(h) Parking regulations. Off-street parking space[s] shall be provided on the lot to accommodate two motor cars for each dwelling unit; however, no supporting member of any garage, carport or other automobile storage structure shall be located in the required front yard. Places of public assembly shall provide off-street parking at the ratio of one space for each five seats.

(i) Area of dwelling. The minimum living area of the dwelling shall be 1,400 square feet.

(j) Exterior wall materials required. All exterior side walls and 80 percent of the front and rear exterior walls below the first floor plate line, excluding doors and windows, shall be constructed of masonry materials as described in [division 32](#), Regulations Applicable to all Districts, [section 25.02.712](#), and in accordance with the city building code, as amended, and fire code, as amended.

(k) Coverage. Main and accessory buildings shall not cover more than 40 percent of the lot area.

(l) Garage. Each dwelling unit must provide a two-car garage with a minimum of 400 square feet. Except, however, the city council may grant a special use permit in accordance with [division 26](#) of this article to alter an existing premises occupied or to be occupied by a handicapped person, as defined by Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), 42 USCA § 3601 et seq., as amended, if such modification is necessary to afford such person full enjoyment of said premises.

(Ordinance 483, sec. 1, adopted 2/20/79; Ordinance 544, secs. 1, 2, adopted 9/16/82; Ordinance 16-98, sec. 1, adopted 11/19/98; Ordinance 4-2000, sec. 1, adopted 3/16/00; Ordinance 11-02, sec. 2, adopted 7/18/02; Ordinance 06-03, sec. 2, adopted 2/6/03; Ordinance 10-04, sec. 1, adopted 6/17/04; Ordinance 05-06, sec. 1, adopted 5/4/06)

Division 8. R-5 Single-Family Dwelling District Regulations

Secs. 25.02.154–25.02.170 Reserved

Sec. 25.02.224 Area regulations

(a) Lot area and dimensions.

- (1) Lot area. The minimum lot area per dwelling unit shall be 2,200 square feet.
- (2) Lot width. The minimum lot width on a lot containing a dwelling unit shall be 22 feet.
- (3) Lot depth. The minimum lot depth on a lot containing a dwelling unit shall be 100 feet.

(b) Front yard.

- (1) There shall be a landscaped front yard on lots containing dwelling units having a minimum depth of 20 feet. On lots or areas containing other than dwelling units, there shall be a landscaped front yard having a minimum of 50 feet.
- (2) On corner lots, the required front yard shall be required on both streets.
- (3) Where lots have double frontage, running through from one street to another, the required front yard shall be provided on both streets.
- (4) No structures shall be located in the front yard unless [as] an element of permissible landscaping.
- (5) No off-street parking shall be allowed on any front yard area. However, drives of ingress and egress from the public street to a parking area shall be allowed to cross the front yard from front to rear.

(c) Side yard. On lots having attached dwelling units no side yard is required providing a suitable firewall is provided except that no contiguous attached structure shall exceed 180 feet in length and the minimum separation between structures shall be 20 feet.

(d) Rear yard. Each lot shall have a rear yard area extending the full width of the lot of a depth of not less than 20 feet.

(e) Unusable land areas. No pond, creek or other unusable terrain shall be changed without the approval of such plan by the city building official. All required setback areas shall be measured from the edge of the usable land available for development as determined by the city plan commission. Such unusable land area shall be planned an [as] open greenbelt area to the maximum extent possible.

(f) Overhang and fireplaces. The maximum setback requirements shall apply in all cases, except that fireplaces, eaves, bays, and balconies may extend up to a maximum of 3-1/2 feet into the required front, side or rear yards.

(g) Parking regulations.

(1) On lots having dwelling units, adequate off-street parking space shall be provided to meet the requirements of the residents and their guests; but in no event shall the number of off-street parking spaces provided to serve a lot be less than 2-1/2 off-street [parking] spaces per lot for motor cars; it is envisioned that these spaces may be on the lot proper or on common or community property located in the immediate vicinity of the lot or lots to be served. However, no supporting member of any garage, carport, or other automobile storage structure shall be located within the required front yard.

(2) Additional and adequate off-street parking spaces as determined by the city plan commission shall be provided adjacent to all swimming pools, parks[,] service buildings, and recreational areas.

(3) All off-street driveways and parking areas; other than those on lots having dwelling units, shall be curbed, paved, and maintained to the city specifications so as to eliminate dust or mud and shall be so graded and drained as to dispose of all surface water.

(h) Lighting. All parking areas on other than lots having dwelling units, all recreational areas, all service facilities, etc. shall be lighted and such lighting shall be arranged so as to reflect light away from lots containing dwelling units and away from adjacent districts.

(i) Accessory buildings and uses. Accessory buildings in the district and uses of such shall be permitted only to the extent necessary and normal to the limited types of use permitted in the district. All accessory buildings shall be separated from each other and from dwelling units by a minimum of 20 feet except for separation from main dwelling units and detached garages which shall be a minimum of 15 feet. The site plan shall show all accessory buildings and their planned use.

(j) Coverage.

(1) On lots containing dwelling units the main structure and any accessory buildings (exclusive of parking shelters) shall not cover more than 60 percent of the lot.

(2) For each lot platted for a single-family attached dwelling a minimum of 800 square feet outside the limits of the platted lot must be provided for open space, recreational and service areas, exclusive of dedications for the site plan and landscape plan.

(3) In no event shall the number of dwelling units exceed ten units per acre exclusive of all streets, alleys, and sidewalks but inclusive of open space, recreational, and service area.

(k) Access. Alleys within or abutting a "TH" District may be used for ingress and egress to parking and service areas provided a minimum paved alley width of 20 feet is provided from a street to the parking or service area. Such ingress and egress shall be approved by the city plan commission giving consideration to adjacent properties and appropriate screening.

(l) Refuse and waste. Storage areas shall conform to standards as required by the city.

(m) Swimming pools.

(1) [Approval; location; lighting; fencing.] Swimming pools shall be subject to approval by the city plan commission after taking into consideration the location and size of the plot; the site; the detailed plans of such swimming pool and any required accessories; and other such factors as may be required for the health, safety, and general welfare of the

community. In addition, the city plan commission may require that any swimming pool, including mechanical equipment, be located at such distance from any property line as not to interfere with the peace, comfort and repose of the occupant(s) of any adjoining building or residence. Any lights illuminating such swimming pools shall be so erected as to eliminate direct rays of light on adjoining premises. A four-foot permanent fence or wall must be erected and maintained around each pool. The fence or wall must be provided with a gate which must be locked when the pool is not in use.

(2) Mechanical equipment. Mechanical equipment shall be constructed, located and screened so as not to interfere with the peace, comfort, and repose of the occupant(s) of any adjoining building or residence.

Sec. 21.02.052 Amendments

The sections of the 2012 International Building Code that are changed, added, or deleted are as follows:

Section 101.4; change to read as follows:

101.4 Referenced codes. The other codes listed in sections 101.4.1 through 101.4.7 and referenced elsewhere in this code, when specifically adopted, shall be considered part of the requirements of this code to the prescribed extent of each such reference. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC *Electrical Code* shall mean the electrical code as adopted.

Section 101.4.7; add the following:

101.4.7 Electrical. The provisions of the electrical code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

Section 103 and 103.1; amend to insert the department name:

SECTION 103

SEAGOVILLE PUBLIC WORKS AND DEVELOPMENT SERVICES DEPARTMENT

103.1 Creation of enforcement agency. The Seagoville Public Works and Development Services Department is hereby created and the official in charge thereof shall be known as the *building official*.

Section 105.2; under subtitle entitled "building" delete items 1, 2, 4, 5, 6, 9, 10 and 11 and renumber as follows:

Building:

- ~~1. One story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m²).~~
- ~~2. Fences not over 7 feet (1829 mm) high.~~
- ~~3.1. (Unchanged)~~
- ~~4.2. (Unchanged)~~
- ~~5.3. (Unchanged)~~

303.1.3 Associated with group E occupancies. A room or space used for assembly purposes that is associated with a group E occupancy is not considered a separate occupancy; except when applying the assembly requirements of chapter 10 and 11.

Section 304.1; add the following to the list of occupancies:

Fire stations

Police stations with detention facilities for 5 or less

Section 307.1; add the following sentence to exception 4:

4. Cleaning establishments... {text unchanged} ...with section 707 or 1-hour horizontal assemblies constructed in accordance with section 711 or both. See also IFC chapter 12, dry cleaning plant provisions.

Section 310.3.1 Residential R-1 transient living occupancy; add new section to read as follows:

Section 310.3.1 Residential R-1 transient living occupancy. No cooking appliances shall be stored or used within rental unit unless an approved fire sprinkler system is installed, approved and operational.

Section 403.1, exception 3; change to read as follows:

3. Open air portions of buildings ~~Buildings~~ with a group A-5 occupancy in accordance with section 303.6.

Section 403.3, exception; delete item 2.

Section 404.5; delete exception.

Section 406.3.2; add item 3 to read as follows:

3. A separation is not required between a group R-2 and U carport provided that the carport is entirely open on all sides and that the distance between the two is at least 10 feet (3048 mm).

Section 406.8; add a second paragraph to read as follows:

This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

Section 501.2; amend second sentence to read as follows:

Each character shall not be less than 6 inches in height and not less than 3/4 inch in width, provided the building is within 100 feet of the road. If the building sets back greater than 100 feet each character shall not be less than 12 inches in height and not less than 1 inch in width.

Agenda Item 16

Receive Councilmember Reports.

BACKGROUND OF ISSUE:

Items of community interest regarding which no action will be taken, as authorized by Section 551.0415 of the Government Code.

FINANCIAL IMPACT:

N/A

Agenda Item 17

Receive Citizen Comments.

BACKGROUND OF ISSUE:

Citizens may speak 6 minutes each on any matter, other than personnel matters, or matters under litigation.

FINANCIAL IMPACT:

N/A

Agenda Item 18

Receive Future Agenda Items.

BACKGROUND OF ISSUE:

If a Councilmember should wish for an item to be placed on a future agenda it may be requested at this time. Please keep in mind, there **CANNOT** be a discussion amongst the City Council regarding this item because it is not listed on the posted agenda.

FINANCIAL IMPACT:

N/A

Agenda Item 19 and 20

ITEM 19.

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: City Attorney and City Secretary.

The item regarding the City Attorney has been placed on the agenda at the request of Councilmember Fruin.

ITEM 20.

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

Agenda Item 21

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